Dated: March 8th, 2022 BEEKMAN TOWN BOARD MEETING- Meeting of the Beekman Town Board was called to order at 7:09PM 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, COUNCILMAN PHILLIP CAPALBO. 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: Introduced Jody Miller Executive Director of Dutchess County Commission on Human Rights along with Commission members Jena Ray and Dr. Seema Rizui to give a presentation on the types of services they provide to the Residents of Dutchess County. **This presentation can be found on the Town of Beekman Website, townofbeekman.com under Webcast March 8, 2022. Supervisor Covucci,** went over the AGENDA items for this evening.

Written Comments: None

Public Comments on Agenda Items: Bill Crain, 254 Gardner Hollow Road Regarding **RESOLUTION NO. 03:08:22-5,** this is a great idea to have in place.

Public Comments: None

General Board Comments: Councilman Capalbo regarding RESOLUTION NO. 03-08:22-9
AUTHORIZE THE MEMBERSHIP TO (NYPF) NEW YORK PLANNING FEDERATION, being a prior member of the Zoning Board this is a big plus for the Town. Councilman Battaglini, gave an Activity Report for the Beekman Fire Department for February 2022 (see attached) Councilman Stiegler, Dutchess County Household Hazardous Waste & Electronics Recycling Event (see attached) Supervisor Covucci, Dutchess County Collection of Supplies to Assist Ukraine (see attached)

SUPERVISOR COVUCCI MADE A MOTION to close the Town Board meeting AT 8:05PM, Seconded by COUNCILMAN STIEGLER All in Favor, AYE. RESPECTFULLY SUBMITTED by Town Clerk Laureen Abbatantuono March 9, 2022.

Laureen Abbatantuono March 9, 2022

BEEKMAN TOWN BOARD TOWN BOARD MEETING AGENDA MARCH 8, 2022

7:00 PM

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

PRESENTATION

TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions 3 Minute Limit

RESOLUTIONS

- 1. Approval of March 8, 2022 Minutes
- 2. Accepting the resignation of Phillip Capalbo
- 3. Appointment to fill Board Vacancy
- 4. Approve Town of Beekman Budget Revision 2022-#01
- 5. Establish Snow and Ice Removal Reserve Fund
- 6. Finalize the Highway Equipment/Machinery Capital Project
- 7. Amending Restricted Fund Balances
- 8. Authorize Supervisor to sign Uniform Contract for Highway employees
- 9. Authorize Membership to (NYPF)
- 10. Agreement between the Town of Beekman and BAC
- 11. Payment of Claims
- Other Town Board Business
- General Board Comments
- Public Comments 3 Minute Limit
- Next Regular Town Board Meeting: Tuesday, March 22, 2022 at 7:00 PM

*AGENDA SUBJECT TO CHANGE

RESOLUTIONS MAY NOT
HAVE BEEN AVAILABLE AT TIME OF
PUBLICATION

RESOLUTION 03:08:22 - 1 RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the February 22, 2022 Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby adopts the minutes of the February 22, 2022 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler

AYE

Councilman Battaglini

AYE

Councilman Capalbo

ABSTAIN

Councilwoman Wohrman AYE

Supervisor Covucci

AYE

RESOLUTION NO. 03:08:22 – 2 RE: ACCEPTING THE RESIGNATION OF PHILLIP CAPALBO

WHEREAS, the Town Board makes appointments to various boards, and

WHEREAS Phillip Capalbo has submitted his resignation as a member of the Zoning Board of Appeals as of March 5, 2022

NOW, THEREFORE, BE IT RESOLVED that the Town Board accepts the resignation of Phillip Capalbo and would like to thank him for his service.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler AYE

Councilman Battaglini AYE

Councilman Capalbo ABSTAIN

Councilwoman Wohrman AYE Supervisor Covucci AYE

RESOLUTION NO. 03:08:22 – 3 RE: BOARD APPOINTMENTS

WHEREAS, the Town Board makes appointments to various boards; and

WHEREAS, there currently exists a vacancy for 2 members on the Town of Beekman Zoning Board of Appeals,

NOW, THREFORE, BE IT RESOLVED that the following appointments be made,

Zoning Board of Appeals Ste

Stella Slattery

term to expire December 31, 2026

Mersin Capollari

term to expire December 31, 2024; 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 Capalbo

AYE

Councilwoman Wohrman AYE

AIL

Supervisor Covucci

AYE

RESOLUTION 03:08:22 -4 RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2022-01

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

NOW< THEREFORE, BE IT RESOLVED that the following itemized revisions are approved by the Town of Beekman Town Board identified as Budget Revision Number 2022-01

Budget Revisions for Year 2022 # 2022-01

Revision # General Fund	Account #	Account Title	<u>Increase</u>	<u>Decrease</u>
2022-01-01	A-1315-0101 A-1315-0112 A-5010-0112 A-7020-0100 A-7020-0101 A-9030-0800 A-6772-0112 A-1010-0107	Finance Bookkeeper Finance Staff Highway Office Staff Recreation Director Rec Office Staff Social Security Aging Program Staff Reserve Compensation	7,822 4,362 652 2,348 1,238 1,122	7,600 9,944
2022-01-02	A-1680-0400 A-1680-0450 A-1680-0200	-Adjust Labor Appropriations EDP Expense EDP Contract EDP Equipment -Adjust IT Appropriations	9,848 752	10,600
2022-01-03	A-3620-0101 A-3620-0112	Codes Staff Comp Codes Part Time Staff -Transfer for Full time Staff Co	4,950 mp	4,950
2022-01-04	A-7510-0400 A-1989-0400	Hero Banner Expense Other Expense -Carry Forward 2021 Unexpend	272 ded Funds	272
2022-01-05	A-9089-0800 A-9040-0800 A-9040-0850	Other Benefits Workers Comp Fee Workers Comp Admin -Adjust Workers Comp Budget	8,682	8,042 640

Highway Fund				
2022-01-06	DA-5110-0100	General Labor	5,266	
	DA-5142-0100	Snow Labor	5,266	
	DA-5110-0107	General Other Labor		5,266
	DA-5142-0107	Snow Other Labor		5,266
	DA-5130-0100	Machinery Labor		2,605
	DA-5130-0107	Machinery Other Labor	2,605	
		-Adjust Labor Hwy Budgets		
2022-01-07	DA-9089-0800	Other Benefits	1,626	
	DA-9040-0800	Workers Comp Fee		1,119
	DA-9040-0850	Workers Comp Admin		517
		-Adjust Workers Com Budget		
Capital Fund				
2022-01-08	H-1620-0200	Town Hall Equipment (Grant)	12,000	
	H-1620-0400	Town Hall Expense	26,121	
	H-1620-0440	Town Hall Engineering	5,545	
	H-1620-0470	Town Hall Consulting	1,000	
	H-1620-0500	Building Improvements	700,000	
	H-5120-0200	Bridge Improvement	470,000	
	H-5120-0401	Bridge Expense	2,784	
	H-5120-0440	Bridge Engineering	6,131	
	H-7110-0200	Park Improvement	95,000	
	H-7110-0400	Park Expense	1,000	
	H-7110-0440	Park Engineering	4,000	
	H-9901-0900	Transfer Out-DRWD	14,784	
	H-0000-2770	Other Revenues	21,689	
	H-0000-5710	Proceeds of Bonds	2,000,000	
	H-0000-9910	Fund Balance	683,324	
		-Carry Forward Projects Unexpe	ended Funds	

Introduced: COUNCILMAN CAPALBO

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

RESOLUTION NO. 03:08:22 - 5 RE: RESOLUTION CREATING SNOW & ICE REMOVAL AND ROAD REPAIR RESERVE IN THE HIGHWAY FUND

WHEREAS, the GML Section 6-F provides for the creation of a Snow/Ice Removal and Road Repair Reserve Fund by municipalities, and

WHEREAS the Town Board of the Town of Beekman is desirous of creating this Reserve in the Highway Fund to pay the excessive cost of removal of snow and ice from public thoroughfares and for the cost of repairing roadways to the extent that the damage was caused by the continued removal of snow and ice provided such repairs are not recurring.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby approves the creation of the "Snow/Ice Removal & Road Repair Reserve" in the Highway Fund in the amount of \$100,000 pursuant to GML 6-F as of fiscal year end December 31, 2021 to be funded from the Unrestricted Fund Balance in the Highway Fund and,

BE IT FURTHER RESOLVED, that the Chief Fiscal Officer is hereby directed to deposit and secure moneys for the Reserve Fund in the manner provided by Section 10 of the General Municipal Law. The Chief Fiscal Officer may invest the moneys in the Reserve Fund consistent with the investment policy of the Town of Beekman. Any Interest earned shall accrue to and become part of the Reserve Fund.

Except as otherwise provided by law expenditures from this Reserve Fund shall be made only for the purpose for which the Reserve Fund is established. No expenditure shall be made from this Reserve Fund without the approval of this governing board and such additional actions or proceedings as may be required by Section 6-F of the General Municipal Law.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

RESOLUTION NO. 03:08:22 - 6

RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN AMENDING **RESOLUTION NO. 03:30:21-4, FINALIZING THE 2021 HIGHWAY EQUIPMENT/MACHINERY ACQUISITION CAPITAL PROJECT**

WHEREAS, by Resolution No. 03:30:21-4, the Town Board approved the increase for the capital acquisition of new highway equipment/machinery to \$650,000 and further authorized the advance of funds from the general fund to the capital project fund until such time as the capital project's permanent financing is in place; and

WHEREAS, it has been determined that the final amount needed for the acquisition of the new highway equipment/machinery is \$676,000, an increase of \$26,000.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby approve the final increase in the amount of \$26,000, bringing the total cost of this capital project to \$676,000; and

BE IT FURTHER RESOLVED, that the Town authorizes the total transfer of funds in the amount of \$76,000 from the Highway Fund to the Highway Equipment/Machinery Acquisition Capital Project Fund with borrowing proceeds to be \$600,000.

Introduced: COUNCILMAN STIEGLER

Seconded: **COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:

Councilman Stiegler

AYE

Councilman Battaglini

AYE

Councilman Capalbo

AYE

Supervisor Covucci

AYE

Dated: March 8, 2022

Councilwoman Wohrman AYE

RESOLUTION NO. 03:08:22 - 7 RE: RESOLUTION AMENDING ADDITIONS AND WITHDRAWALS TO THE TOWN RESTRICTED FUND BALANCES IN PREVIOUS RESOLUTION 02:08:22-4

WHEREAS, the Town of Beekman previously approved additions and withdrawals changing the established Restricted and Designated Reserves in the General and Highway Funds and

WHEREAS, the Town desires to finalize the changes to the annual Additions and Withdrawals to these Funds as of fiscal year end December 31, 2021 to supersede the previous resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby approves the following Maximum Additions and Withdrawals to the Government Fund Restricted and Assigned Fund Balances

Restricted Fund Balance	Beg. Balance	Addition	Withdrawal	Ending Balance
GF Reserve for Comp ABS	103,640		58,000	45,640
GF Reserve for Retirement	377,000	269,920		646,920
GF Reserve for Insurance	50,000	50,000		100,000
GF Reserve for Repairs	100,000	50,000	37,903	112,097
GF Assigned for Capital Use	1,000,000	900,000	400,000	1,500,000
DA Reserve for Comp ABS	36,360		3,000	33,360
DA Reserve for Equipment *		98,870		98,870
DA Reserve for Snow Repairs *		100,000		100,000

^{*}New Funds

Introduced: COUNCILMAN BATTAGLINI

Seconded: **COUNCILMAN STIEGLER**

ROLL CALL VOTE:

Councilman Stiegler

AYE

Councilman Battaglini

AYE

Councilman Capalbo

AYE

Councilwoman Wohrman AYE

Supervisor Covucci

AYE

RESOLUTION NO. 03:08:2022 – 8 RE: RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT WITH ULSTER UNIFORM

WHEREAS; the Town of Beekman is desirous of retaining a uniform company to supply work uniforms to the highway department employees; and

WHEREAS, the purchase contract is under \$5,000 and therefore not subject to competitive bidding pursuant to the Town's purchasing policy; and

WHEREAS, the Highway Superintendent has recommended the Town enter into an agreement with Ulster Uniform;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Town Supervisor to sign an agreement with Ulster Uniform Company for highway department employee uniforms.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN CAPALBO

ROLL CALL VOTE:

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

RESOLUTION NO. 03:08:22 – 9 RE: AUTHORIZE THE MEMBERSHIP TO (NYPF) NEW YORK PLANNING FEDERATION

WHEREAS; the (NYPF) New York Planning Federation serves as a resource for the planning and zoning community since 1937 by providing training, education and informational services to its members, enabling them to better assist their municipality with development and land use decisions, and

WHEREAS, members of the Town of Beekman ZBA and Planning Board are required to receive at least four hours of annual training, and

WHEREAS, Municipal Dues to the (NYPF) New York Planning Federation are set according to population;

NOW, THEREFORE, BE IT RESOLVED that the Town Supervisor is hereby authorized to become a member of the (NYPF) New York Planning Federation with annual dues set a \$325.00.

Introduced: COUNCILMAN CAPALBO

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

RESOLUTION NO. 03:08:22 - 10 RE: AGREEMENT BETWEEN THE TOWN OF BEEKMAN AND BAC

WHEREAS, the Town of Beekman Athletic Club received grant monies thru the Learn, Play, Create Grant Program by County Legislature Faye Garito; and

WHEREAS, the Beekman Athletic Club has decided to use these funds for a Scoreboard for TCP Fields; and

WHEREAS, the Town Attorney has drawn up an agreement between the Town of Beekman and the Beekman Athletic Club for this purpose;

NOW, THEREFORE, BE IT RESOLVED that the Town Supervisor is hereby authorized to sign the agreement with the Beekman Athletic Club to allow them to move forward with the installation of their scoreboard.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

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

RESOLUTION NO. 03:08:22 - 11 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	\$ 50,126.02
Claims to be paid from the DA-Highway Fund	\$ 33,844.83
Claims to be paid from the SS- Dover Ridge Sewer	\$ 1,700.25
Claims to be paid from the SW- Dover Ridge Water	\$ 2,168.99
Claims to be paid from the T-Trust & Agency Fund	\$ 829.37
Claims to be paid from the H-Capital Fund	\$ 300.00
	\$ 88,969.46
02/17/2022 Payroll #05	
General Fund	\$ 31,899.41
Highway Fund	\$ 28,947.87
	\$ 60,847.28

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler

AYE

Councilman Battaglini

AYE

Councilman Capalbo

ABSTAIN

Councilwoman Wohrman AYE

Supervisor Covucci

AYE

To Supervisor Mary Corucci and the Beekman Town Board.

I would like to Submit My resignation From the Zoning Board of Appeals effective Friday March 4 2022

For allowing me to serve on the ZBA while learning the Job, it has been invaluable.

Sincerely Phillo I Copilo

LICENSE AGREEMENT FOR IMPROVEMENTS TO TOWN CENTER PARK FIELDS

THIS AGREEMENT entered into this <u>21</u> day of March, 2022 by and between

TOWN OF BEEKMAN

a municipal corporation with its offices located at 4 Main Street, Poughquag, NY 12570 (hereinafter referred to as the "TOWN") and

BEEKMAN ATHLETIC CLUB

a Not-for-Profit Organization operating under 503s charity with an address of P.O. Box 364, Poughquag, NY 12570 (hereinafter referred to as "BAC").

WITNESSETH:

WHEREAS, the Town owns and operates a recreation park commonly known as the Town Center Park ("TCP") located at 71 Town Center Boulevard, Hopewell Junction, New York, and more particularly described as Tax Map Parcel # 6759-00-584429; and

WHEREAS, BAC has an agreement with the Town to use TCP fields for the purpose of providing baseball and softball programs for residents of the TOWN; and

WHEREAS, BAC desires to make improvements to TCP fields 1, 2 and 3 at BAC's sole expense; and

WHEREAS, the TOWN agrees that it is in the best interest of the residents of the TOWN to allow BAC to make improvements to TCP fields 1, 2 and 3 as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreement herein set forth, the parties do covenant and agree as follows:

- 1. <u>Recitations Incorporated.</u> The recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2. <u>Granting of License.</u> The TOWN hereby gives and grants to BAC, and BAC hereby accepts from the TOWN a revocable license to install a scoreboard on TCP field 1 and install foul poles on TCP fields 1, 2 and 3 as depicted in the product data sheets and engineered structure design as approved by the Town Building Inspector.
- 3. <u>Ownership/Construction</u>. The installation of the scoreboard and foul poles on TCP fields will be undertaken at the sole cost and expense of BAC. All improvements within TCP fields shall be at all times considered owned by the TOWN and operated and maintained by BAC, their successors and/or assigns.

- 4. <u>Compliance.</u> BAC shall comply strictly with the plans as approved by the Town Engineer so as to be in compliance with all applicable New York State, County of Dutchess and Town of Beekman local laws, ordinances, resolutions, codes, rules and regulations. All installations shall be at the sole cost of BAC and any improvements upon termination of this revocable license shall be transferred to the TOWN.
- 5. <u>Maintenance</u>. Once installed, BAC shall be responsible for all future maintenance of the scoreboard and foul poles at TCP fields.
- 6. Reimbursement for Damages. BAC agrees to reimburse the TOWN for any and all damages or injury to any real property or personal property of the TOWN that may arise, directly or indirectly, from the negligence, acts or omissions of BAC, or any of BAC's officers, agents or employees.
- 7. <u>Insurance.</u> BAC shall name the TOWN as additional insured on all insurance for liability and property damage and shall protect the TOWN from claims for damages for personal injury including accidental death, for property damage and specifically shall name the TOWN as additional insured on its business policy. Insurance shall be as follows:

A single limit policy in the amount of at least \$1,000,000.00 for death or bodily injury and property damage liability claims, public liability insurance, blanket contractual liability, broad form property damage liability insurance and business coverage. BAC shall furnish a copy of the above-described policies (or a certificate showing issuance thereof) to the TOWN naming the TOWN as additional insured in said policy(ies).

- 8. <u>Indemnification.</u> BAC agrees to defend, indemnify, and save harmless the TOWN from and against any and all law suits, claims, causes of action, cost, expenses, damages, liabilities and judgments, including reasonable attorneys' fees, (hereinafter collectively referred to as "Claims") of every name and description brought against the TOWN for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of BAC, or any of BAC's officers, agents, or employees arising from BAC's use of this License Agreement.
 - 9. <u>Limits of Revocable License.</u> This revocable license granted herein:
 - (a) is not a conveyance of real property;
 - (b) is not intended to grant or convey to BAC the exclusive use of the land on which BAC constructs its improvements;
 - (c) is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others;
 - (d) is granted to the right (which the TOWN hereby reserves) of the TOWN to use and enjoy the lands within the boundaries of the property described

- herein in any manner which does not unreasonably interfere with the right herein granted to BAC; and
- (e) is granted subject to the rights of the TOWN with respect to any licensing and insurance requirements applicable to BAC to use the ballfields in accordance with the Town of Beekman Department of Recreation and Parks Policies & Procedures for Use of Facilities as approved by the Town Board on January 25, 2022, and as may be amended from time to time.
- Municipal Law BAC is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the TOWN.
- 11. <u>Authority.</u> The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Beekman, at a meeting thereof held on May 8, 2022. Sharon Wohrman, Deputy Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement on behalf of the Town of Beekman. This Agreement shall be executed in duplicate. At least one copy shall be filed, after execution thereof, in the office of the Town Clerk of the Town of Beekman.
- 12. **Entire Agreement.** This Agreement constitutes the complete understanding of the parties.
- 13. <u>Modification to Agreement.</u> No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- 14. <u>Legal Fees.</u> In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a party to this Agreement.
- 15. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 16. <u>Binding Effect.</u> This Agreement shall be binding upon and insures to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the TOWN and BAC have caused this Agreement to be duly executed as of the day and year first above written.

TOWN OF BEEKMAN

		TO WIT OF BEEFE IN IT.	
		By: Sharon Wohrman, Deputy	MOUL Supervisor
. *		by charen we man, by my	
		BEEKMAN ATHLETIC CLU By: Peter J. Mahoney, Preside	
*			127
STATE OF NEW YORK COUNTY OF DUTCHESS)) SS:)		
personally appeared SHARO of satisfactory evidence to be described within the instrument	ON WOHRMAN, person the the Deputy Supervisor and acknowledged to be signature on the instruction according to the instruction of the instruction o	dersigned, a notary public in and nally known to me or proved to nor of the Town of Beekman, the me that she executed the same ment, the individual, or the person Public	me on the basis ne municipality in her capacity
On the <u>21</u> day of March, 2 personally appeared PETER of satisfactory evidence to and acknowledged to me the	LJ.MAHONEY, person be the individual whose that he/she executed the	dersigned, a notary public in an ally known to me or proved to be name is subscribed to the with same in his/her capacity, and erson upon behalf of which the in y Public	me on the basis thin instrument that by his/her
	ř.		

Supervisor

From:

Sent:

Saturday, March 5, 2022 2:38 PM

To:

Supervisor

Subject:

Letter Zoning Board

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

March 5, 2022

Dear Supervisor Covucci,

My name is Stella Slattery. I am a resident in the town of Beekman.

I would to express my interest in serving in our town's Zoning Board.

The following is a brief CV for your review:

Community: served on

Town of Beekman Board (councilwoman) 2002-2004

Town of Beekman Planning Board (board member) 2004-2009

Other:

Hear My Voice - children advocacy non-profit organization. Board Member /Board President 1995-2000

Work Experience:

Arlington Central School District 1996-2009 Vassar College 2008 – currently Caremount Medical 2009 – 2022.

If you would like additional information, please don't hesitate to contact me.

I would greatly appreciate your and the town Board members consideration for the opportunity to serve.

Warm regards,

Stella Slattery

Supervisor

From:

Sent:

Monday, March 7, 2022 2:46 PM

To:

Supervisor

Subject:

Re: Beekman ZBA

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

Hi Mary,

Thank you again for the follow up.

I would like to officially express my interest in being a member of the Town of Beekman ZBA. The Zoning Board allows me the opportunity to serve the community in a meaningful way. Given the frequency of meetings and the ability to address important facets and needs of the municipality, it is with this ZBA where I can see involvement.

Please reach out with any questions, comments, of if I can provide additional information.

Best, Mersin

On Mar 7, 2022, at 1:25 PM, Supervisor < Supervisor@townofbeekmanny.us > wrote:

Mersin,

Would it be possible to send a brief email today indicating your interest in being a member of the ZBA? I have your resume, but need the email for our TB agenda.

Kind Regards,

Mary B. Covucci Town of Beekman Supervisor 845-724-5300 x 225 <u>supervisor@townofbeekmanny.us</u>

Mersin Capollari

November 19, 2021

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

Dear Mary,

Thank you for your guidance on the procedures for formally expressing my interest in volunteering for a town committee position.

I have close to thirty years of experience working in finance. Since graduating college, I've been involved with a large number of roles in the investment business. Some of my achievements include multiple promotions, hiring staff, coaching multi-million and billion dollar businesses, customer acquisition, advising, counseling and becoming my clients' trusted advisor.

My resume is enclosed with this letter so you can review my education, work experience, and achievements. I look forward to the opportunity to speak with you, or a member of the team to see how my experience and skills could benefit available openings.

Thank you for your time and consideration.

Kind regards,

■ nypf@nypf.org





The New York Planning Federation (NYPF)

Serving as a resource for the planning and zoning community since 1937

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Municipal Dues are set according to population, while others pay a flat fee. Members supply NYPF with the names and email addresses of individuals who will receive notifications on upcoming webinars, recorded content, E-news, and who will have access to the members only portion of our website.

Municipal Population	Annual Dues
Less than 10,000	\$295.00
10,000 – 19,999	\$325.00
20,000 – 49,999	\$350.00
50,000 – 99,999	\$400;00
100,000 - 199,999	\$475.00
200,000 +	\$500.00
Professional Firm	\$475.00
Individual/Non-Profit	\$125.00
Library	\$75.00
Students	*FREE

CONTACT US directly at nypf@nypf.org or (518) 512-5270 with further questions or concerns.

Categories

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Professional Network

Contact

E: nypf@nypf.org P: +518-512-5270

600 Broadway

Albany, New York 12207

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The New York Planning Federation (NYPF)

Serving as a resource for the planning and zoning community since

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Home

Membership ~

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Benefits of Joining





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The Benefits of Joining the NYPF

The New York Planning Federation provides training, educational and informational services to a broad range of members, enabling them to better assist themselves and their municipalities with development and land use decisions.

TRAINING

Legislation passed in 2007 requires local planning and ZBA members to receive at least four hours of annual training. As an approved trainer, your municipality can meet the state requirements for all members of your

boards through our live sessions, online webinars, and recorded programs. All online and recorded training is provided free to members as part of your membership dues. We are now offering webinars once or twice per month covering basic, advanced, and current topics with the best speakers on planning and zoning from our wide network of professionals. Live in-person training will resume when it is safe to do so.

PUBLICATIONS

NYPF members receive our newsletter, "Planning News", as well as our E-Newsletter, technical reports on current issues as well the basics, and are eligible for discounted rates on our most popular books including All You Ever Wanted to Know about Zoning (recently updated) and The Short Course: A Basic Guide for Planning Boards and Zoning Boards of Appeals in New York State.

ONLINE RESOURCE CENTER

Our new and improved website will offer a number of new ways to connect with us and serve as your planning and zoning resource center with a members only section with access to our training library, an online library of local laws and articles, and a members only peer-to-peer forum moderated by the NYPF where members can pose questions and ask for examples.

Enrollment is open to:

- Counties, cities, towns and villages, including planning and zoning boards, elected officials, staff and consultants, and zoning enforcement officers
- Professional firms, including planners, attorneys, developers and builders, engineers, architects/landscape architects, real estate professionals
- · Economic development and regional and metropolitan planning agencies
- · Universities and educational institutions
- · Non-profit organizations
- Individuals

Our current membership includes more than 5,000 individuals representing more than 400 municipalities and 100 organizations across New York State.

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Albany, New York 12207

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Education Hub Pro by WEN Themes

ULSTER UNIFORM SERVICE, INC. 541 BROADWAY • KINGSTON, NY 12401 • (845) 338-2717 • FAX (845) 331-7216

RENTAL SERVICE AGREEMENT

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ADDITIONAL TERMS AND CONDITIONS

- 9. Official Uniforms. CUSTOMER agrees that the color, style embroidery and/or manufacture of the industrial uniforms ordered pursuant to or in connection with this AGREEMENT are and will remain the official uniform of the CUSTOMER, to be worn by its employees in the conduct of its business during the term of this AGREEMENT unless a change is agreed upon by the parties.
- 10. Reissue of Garments. ULSTER UNIFORM SERVICE, INC shall replace such garments that have become worn through normal wear upon receipt of worn garments from CUSTOMER. Garments that must be replaced for any reason including without limitations, damage or destruction by fire or other casualty whether or not the reason for replacement is within control of the CUSTOMER shall be replaced at the expense of the CUS-TOMER provided however, that ULSTER UNIFORM SERVICE, INC. will bear the cost of garments replaced solely because of normal wear and tear.
- 11. Title to Uniforms. All uniforms and accessories supplied under this AGREEMENT shall remain the property of ULSTER UNIFORM SERVICE, INC. and shall be returned to ULSTER UNIFORM SERVICE, INC. promptly upon the termination of this AGREEMENT for any cause whatever. In the event that any of the uniforms or accessories are not promptly returned to ULSTER UNIFORM SERVICE; INC. as required by this AGREEMENT, or in the event that any of the uniform or accessories are lost, damaged, destroyed or stolen, the CUSTOMER shall pay ULSTER UNIFORM SERVICE INC. the estimated value of such items set forth above in Paragraph 1. ULSTER UNIFORM SERVICE, INC. will have the right to take periodic physical inventories of all uniforms and accessories.
- 12. Acceptance. This AGREEMENT shall be binding only after acceptance by the Managor of servicing office of ULSTER UNIFORM SERVICE, INC., unless under an Ulster Uniform Master Agreement and the Town of Deekman Town 5004d.
 - 13. Successor and Assignee. This AGREEMENT shall be binding and shall insure to the benefit of the successors, assigns and personal representatives of the respective parties hereto, and the CUSTOMER hereby expressly consents to the assignment of this AGREEMENT by ULSTER UNIFORM SERVICE, INC. to any successors or purchasers of the whole or any part of its business, and expresses covenants to be bound by all the terms herein to any such successors or purchasers.
 - 14. Act of God, etc. The Company shall not be liable under this AGREEMENT for its inability to furnish the services contracted for in this AGREE-MENT due to circumstances beyond its reasonable control, including, without limiting the generality of the foregoing, act of God, fire, flood, strike, civil disturbance, riot and any shortage of any materials, power, fuel, transportation or supplies but Customer shall be liable for 50% of the rental charge
 - would be sustained by ULSTER UNIFORM SERVICE, INC. in the event of a premature termination of this AGREEMENT by the CUSTOMER would be difficult, if not impossible to determine. The parties, therefore, agree that in the event the CUSTOMER terminates this AGREEMENT prior to the expiration of the current terms hereof, the CUSTOMER shall pay to ULSTER UNIFORM SERVICE, INC. as liquidated damages, (and not as penalty), the total of

 ### Unicipal contract - cannot pay liquidated damages

 (a) One half of the aggregate weekly service charges then in effect for the balance of the term of this AGREEMENT; and
 - - The loss charge for any uniform or article not returned as provided in Paragraph 11 hereof; and
 - All cost including reasonable attorney's fees incurred by ULSTER UNIFORM SERVICE, INC. in enforcing its rights hereunder (c)
 - Venue Any and all suits or judicial proceedings for the enforcement of this contract or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the eity, county of Ulsten or town where this AGREEMENT is accepted by ULSTER UNIFORM SERVICE, INC.

 COUNTY OF DUTCHESS PUREUM TO CPLE \$ 504.
 - 16. Change of Address. ULSTER UNIFORM SERVICE, INC's obligation to service the CUSTOMER's obligation to accept service shall continue. notwithstanding CUSTOMER's removal of his business to a different location, providing it is in the service area of ULSTER UNIFORM SERVICE, INC.
 - 17. Price Adjustment. In the event ULSTER UNIFORM SERVICE, INC's cost in rendering such services are increased during the term of this AGREEMENT, or any renewal thereof, due to increased costs of labor, or materials, or both, the prices then being charged for the said services shall at the instance of the Company be revised. Such revised prices, if agreed upon, shall be a binding modification of this AGREEMENT only with respect to the prices to be charged for the services to be rendered hereunder. All other terms and conditions to remain in full force and effect. If, however, no mutually satisfactory revision of prices is reached, ULSTER UNIFORM SERVICE, INC. may cancel AGREEMENT by giving the Customer thirty (30) days notice in writing of such cancellation; whereupon, all obligations of both parties hereunder shall cease, provided that the CUSTOMER shall still be obligated to return to ULSTER UNIFORM SERVICE, INC. all articles then in service or to pay the loss charge for any article not so returned.

 **BOTTOM:

 18. Consequential Damage. In no event shall ULSTER UNIFORM SERVICE, INC. be liable to CUSTOMER for any consequential damages.

 - 19. Hold Harmless Agreement. Customer hereby agrees to indemnify and to save and hold Ulster Uniform Services, Inc. harmless against any and all claims, damages, suits or causes of action arising after the commencement of the term hereof, as a result of any injury to person or property or from loss of life sustained arising out of the customer's use of the products itemized in this rental service agreement.
 - 20. Legal Provision. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect,
 - 21. Deficiencies in Service. CUSTOMER expressly waives the right to terminate this AGREEMENT during the term hereof for deficiencies in service and/or quality of goods unless and until (1) A written complaint is made promptly to ULSTER UNIFORM SERVICE, INC. stating the precise nature of the deficiencies in service and/or quality of goods; (2) that ULSTER UNIFORM SERVICE, INC. is afforded a thirty (30) day period from the date written notice is received to correct the deficiency and (3) that ULSTER UNIFORM SERVICE, INC. shall fail to correct these deficiencies within the thirty (30) day period then the CUSTOMER shall have the absolute right to terminate this AGREEMENT upon written notice to ULSTER UNI-FORM SERVICE, INC. mailed within (10) days of the termination of the thirty (30) day period. If the CUSTOMER shall fall to give written notice of termination within the ten (10) day period or otherwise notify ULSTER UNIFORM SERVICE, INC. of his or its dissatisfaction with regard to the service and/or quality of goods, it shall be conclusively presumed that ULSTER UNIFORM SERVICE, INC. has corrected the deficiencies set forth in the written complaint of the CUSTOMER.



Activity Report



February 2022

<u>Fire Responses</u>	<u>Month</u>	<u>Year to Date</u>
Auto Accidents	2	6
Automatic Fire Alarms	2	5
Auto-Pedestrian Accidents	0	0
Brush Fires/Controlled Burn	1	3
Chimney Fires	0	0
CO Alarms	2	4
Flooding Conditions	1	2
Hazmat Calls	0	0
Smoke/Odor Investigation	1	3
Structure Fires	0	4
Tree/Wires Down	1	2
Vehicle Fires	0	0
Water/Ice Rescue	0	0
Misc.Calls	1	2
Mutual Aid Fire Given	0	0
Mutual Aid Fire Received	0	0
Automatic Aid Received	0	3
EMS Responses	<u>Month</u>	<u>Year to Date</u>
EMS Responses Beekman EMS	<u>Month</u> 70	<u>Year to Date</u> 163
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Dutchess County Division of Solid Waste Management to host Household Hazardous Waste & Electronics Recycling Event

Saturday, April 9th, 2022 8:00 a.m. to 12:30 p.m. (no appointment times)

To Be Held At: 626 Dutchess Turnpike, Poughkeepsie, NY
(access off of Route 44 to Burnett Boulevard)
Registration and \$10 Prepayment Required
Do not exit your vehicle,
event staff will unload your household chemicals and electronics.

(Chemicals and fluorescents are unloaded first, electronics second. Please pack car accordingly)

Open to Dutchess County Residents Only
Register online: www.dutchessny.gov/solidwaste or call (845) 463-6020
Registration is limited to the first 380 households
These events are partially funded by the NY State Department of Environmental Conservation

Acceptable Items:

Product Containers Marked:

"Warning", "Hazardous", "Flammable", "Poisonous", "Corrosive"

Oil & lead based paints (no latex!), photo chemicals, non-latex driveway sealer, pool chemicals, creosote, kerosene, flammable liquids, metal polish, turpentine, stains, varnishes, strippers, thinners, gasoline/oil mixture, brake fluid, antifreeze, pesticides, herbicides, fungicides, chemical fertilizers, adhesives, resins, solvents, fluorescent tubes (tape together or put in box to prevent breakage), propane tanks, mercury containing devices, computer monitors, CPU's, fax machines, printers, TV's, stereos, telephones, lithium & sealed lead acid batteries (no automotive!).

Do Not Bring:

Waste in containers larger than 10 gallons, ammunition or explosives, asbestos products, latex driveway sealer & latex paint, building or construction debris, tires, furniture, medical waste, pharmaceuticals, air conditioners, radioactive materials, scrap metal, metal drums or empty containers, motor oil, car batteries, alkaline or rechargeable batteries.

Latex Paint - Add kitty litter or sawdust to dry out remaining paint, and then place the can in your regular trash AAA, AA, C, D, 9 Volt and lantern batteries are regular household trash Rechargeable Nickel Cadmium Batteries and cell phones – Bring to a drop off location at a local retailer Automotive Batteries and Motor Oil - Drop off at auto centers or local repair shop.

Medications – visit www.dutchessny.gov/solidwaste for drop off locations

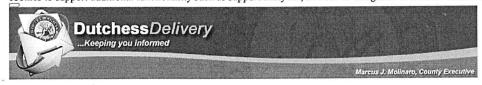
Registration and pre-payment for this HHW event is mandatory. We must receive your \$10.00 registration fee no later than the Wednesday prior to Saturday's event. No monies will be accepted at the collection site.

For more information: 845-463-6020



www.dutchessny.gov/solidwaste

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Share Bulletin



Dutchess County Collecting Supplies to Assist Ukraine

Dutchess County, NY sent this bulletin at 03/07/2022 04:19 PM EST



Having trouble viewing this email? <u>View it as a Web page</u>.

Dutchess County Collecting Supplies to Assist Ukraine

County partnering with Afya Foundation to collect needed donations at the former JCPenney site

Poughkeepsie ... Dutchess County, in partnership with the Afya Foundation, will be hosting a humanitarian supply collection site to gather items to help those affected by the invasion in Ukraine, including wounded soldiers, civilians and refugees. Donations will be collected at the former JCPenney location (lower level) at the Poughkeepsie Galleria at 2001 South Road (Route 9) in Poughkeepsie over the next two weekends.

County Executive Marc Molinaro said, "This is a horrifying and heartbreaking time for Ukraine, and I know many people in Dutchess County are anxious to help. The generosity of our community has always been strong, and there are specific needs we can help meet. Knowing the heart of this community, let us all come together to help the people of Ukraine, donate what you can and pray for peace."

Donation collection schedule is as follows:

- Saturday, March 12th from 9am-1pm
- Friday, March 18th from 1pm-5-pm
- Saturday March 19th from 9am-1pm

No appointment is necessary and Dutchess County Medical Reserve Corps (MRC) volunteers will be on hand to assist those bringing donations.



DONATE NOW!Humanitarian Supplies Needed for Ukraine

Afya has provided a specific list of needed items. Only new, unopened and non-expired goods will be accepted from the list below. No other supplies are being collected at this time. Needed supplies are as follows:

- · Flashlights and Flashlight batteries
- Baby and Adult Diapers
- First Aid Kits
- Face Masks
- Hand Sanitizer
- · Personal Hygiene Kits (Soap, Toothbrushes, Toothpaste, Floss, Deodorant, Shampoo, Razors and shaving cream)
- Basic Health Supplies (Aspirin, Acetaminophen, Cough medicine, Oximeters, Ace bandages and Compression bandages)

The Dutchess County Departments of Emergency Response and Public Works will assist at collection site operations, including transporting donations to Afya's Yonkers location. Afya is working in partnership with US-Ukraine-Foundation and others to support the Ukrainian medical community and refugees seeking aid.

The Afya Foundation was created to serve as a center for giving back and has become a backbone of goodness for the greater New York community. Afya collects unused medical supplies and equipment from throughout the New York metro area and gives them a second life. These critical materials are shipped to under resourced and compromised health systems all over the globe thereby improving access to healthcare, the quality of care delivered, and the retention of local providers. Since their start in 2007, they have successfully established engagement programs and opportunities for volunteers of all ages, backgrounds, and capacity to build community at home while supporting healthcare abroad.

Please share this flyer to spread the word about the humanitarian supply collection site and find out about other ways to support the people of Ukraine. If you would like to donate supplies, but cannot get to the JCPenney location on the collection dates, the Afya Foundation has created an Amazon wish list that can be found at https://amzn.to/3q7hUE7. Groups and organizations who would like to coordinate their own collections and add the donations to the county's collection, please call 845-486-2000 or email counteyexec@dutchessny.gov.

www.dutchessNY.gov

