

**TOWN OF BEEKMAN TOWN BOARD**  
**Minutes for Tuesday May 9th, 2023**

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday May 9th, 2023. The meeting was called to order by Supervisor Covucci at 7:03PM. The following members were present: Supervisor Mary Covucci, Councilman Stiegler was not present, Councilman Battaglini, Councilman Lemak and Councilwoman Sharon Wohrman.

Also present were the Town Clerk – Laureen Abbatantuono

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

**Supervisor Covucci made a motion to open the Public Hearing at 7:04PM for the LOCAL LAW AMENDING CHAPTER 126.1 "SHORT-TERM RENTALS" AND CHAPTER 155 "ZONING" OF THE CODE OF THE TOWN OF BEEKMAN. SECONDED by COUNCILWOMAN WOHRMAN, ALL IN FAVOR, AYE. SUPERVISOR COVUCCI, we are waiting for the Dutchess County Planning Board to review the Amendment so we will adjourn and the Public Hearing will remain open until the next meeting on May 23rd. There were no written comments or public comments regarding the Public Hearing. Supervisor Covucci made a motion to close the public hearing at 7:07PM, SECONDED BY COUNCILMAN LEMAK.**

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

**There were no written comments:**

**Public Comments on Agenda Items: Leonard Jerram 112 Beyer Drive**, had questions on Resolution 8 he questioned the capital fund, Resolution 9 questioned who handles Sexual Harassment complaints, Resolution 10 is the Town of Beekman responsible, Resolution 12 asked if the Town of Dover would have a public hearing, Resolution 14 questioned money for the Beekman Rec Ballfield. **Bill Crain 254 Gardner Hollow Road**, Resolution 5 questioned the taxes on the solar project.

**Public Comments: Bill Crain 254 Gardner Hollow Road**, thanked the Town Board for their help with trying to save the trees that were being removed at the top of Gardner Hollow Road. He also mentioned the CAC and the Mill House, suggested to think about perhaps getting volunteers to help rebuild and renovate. **Leonard Jerram 112 Beyer Drive**, asked about meeting the Town Historian, questioned why the American Flag was not up at Town Hall, Supervisor Covucci mentioned that new flags needed to be purchased, Leonard wished everyone a Happy Mother's Day! **Doug DeMasi 1214 Beekman Road**, again questioned the overtime check that Greg Brown received back in 2018.

**Other Town Board Business: COUNCILMAN BATTAGLINI**, the Beekman Fire Dept is in need of volunteers, please reach out or stop down to see us, **TOWN CLERK LAUREEN ABBATANTUONO**, the last day to pay

this year's property taxes is May 31<sup>st</sup>, gave a reminder for the Memorial Day Parade and Ceremony on Monday May 29<sup>th</sup> **COUNCILWOMAN WOHRMAN**, phase 4 of the NYSEG smart meters will take place in the Fall of 2023, **SUPERVISOR COVUCCI**, please refer to the USEFUL INFORMATION page on the Town of Beekman website for updates on happenings and events. Join us for a free in-person 10 warning signs of Alzheimer's event Thursday June 1<sup>st</sup> at noon at 31 Recreation Center Road, Hopewell Junction. To register, call Dani Plastini at [recdirector@townofbeekmanny.us](mailto:recdirector@townofbeekmanny.us) or call 845-227-5783. **COUNCILMAN FRANK LEMAK**, AHS is inviting everyone for a Memorial Day Ceremony on Wednesday May 31<sup>st</sup> at 6:00PM in the William J. Sweeney Hall.

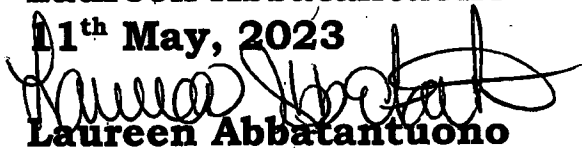
**Supervisor Covucci** Next Town Board Meeting: Tuesday, May 23<sup>rd</sup> @ 7:00PM in the Town Hall Meeting Room.

**Supervisor Covucci made a motion at 7:53PM to adjourn the meeting, seconded by Councilman Battaglini.**

**Respectfully Submitted by Town Clerk**

**Laureen Abbatantuono**

**11<sup>th</sup> May, 2023**



**Laureen Abbatantuono**

**BEEKMAN TOWN BOARD  
TOWN BOARD MEETING AGENDA  
MAY 9, 2023**

**7:00 PM**

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

**PUBLIC HEARING**

- Local Law No.4 2023 "Amended Short Term Rental"

**TOWN BOARD MEETING**

- Supervisor Comments
- Public comment on Agenda Items and Resolutions

**RESOLUTIONS**

1. Approval of April 17, 2023 Minutes
2. Approval of April 20, 2023 Minutes
3. Approval of April 25, 2023 Minutes
4. Approve Town of Beekman Budget Revision 2023-#4
5. Letter of Intent for Pilot Agreement
6. Adopt Amended Procurement Policy for Clarity
7. Revise Funding for the Gardner Hollow Bridge Project
8. Establish Alaina Drainage District Capital Project
9. Update Sexual Harassment Policy
10. Approve PVE Proposal for Emerging Contaminants Sampling
11. Update Workplace Violence Policy
12. Create Capital Reserve Funds for Dover Ridge
13. Approve Amended Employee Practices Compliance Manual
14. Approve Pay App #3 Rec 1 Ballfield Project
15. Approval of Payment of Claims

- Other Town Board Business
- General Board Comments
- **Next Regular Town Board Meeting: Tuesday, May 23, 2023 at 7:00 PM**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTION NO.05:09:23-1**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the April 17, 2023 Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the April 17, 2023 Town Board Meeting.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**Dated: May 9, 2023**

**RESOLUTION NO.05:09:23-2**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the April 20, 2023 Special Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the April 20, 2023 Special Town Board Meeting.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>ABSENT</b>
Councilman Battaglini	<b>ABSTAIN</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Wohrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**RESOLUTION NO.05:09:23-3**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Deputy Town Clerk Amy Goetz has provided copies of the minutes of the April 25, 2023 Special Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the April 25, 2023 Special Town Board Meeting.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-4**  
**RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2023-4**

**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 #2023-4

**Budget Revisions for April 2023 # 2023-4**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b><u>General Fund</u></b>				
2023-04-01	A-1910-0410	Insurance Expense	2,500	
	A-1990-0400	Contingent Account		2,500
		-Transfer for Claim Deductible		
2023-04-02	A-5010-0403	Hwy Supt. Dues	500	
	A-5010-0200	Hwy Office Equipment		500
		-Transfer for Dues Expense		
2023-04-03	A-7110-0497	Parks Maintenance Expense	1,500	
	A-1990-0400	Contingent Account		1,500
		-Transfer for Maintenance Expense		
2023-04-04	A-7551-0453	Easter Egg Hunt	607	
	A-7551-0400	Special Events Expense		607
		-Transfer for Egg Hunt Expense		
<b><u>Highway Fund</u></b>				
2023-04-05	DA-5112-0200	CHIPS Paving		40,100
	DA-0000-3501	CHIPS State Aid		40,100
		-Reduce Paving Budget per New 284A		
2023-04-06	DA-9901-0900	Transfer to Funds	2,000	
	DA-9950-0900	Transfer to Capital Fund		2,000
		-Adjust Previous Transfer		



**District Funds**

2023-04-07	SS-0000-9910	Approp. Fund Balance	8,000	
	SS-0000-2120	Sewer Rents		7,900
	SS-0000-2128	Late Fees		100
		-Adjust Sewer Fund Budget Sources		

2023-04-08	SW-0000-9910	Fund Balance	1,000	
	SW-0000-2140	Water Rents		800
	SW-0000-2148	Late Fees		200
		Adjust Water Fund Budget Sources		

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-5**  
**RE: RESOLUTION AUTHORIZING LETTER OF INTENT FOR PAYMENT IN LIEU OF**  
**TAXES ("PILOT") AGREEMENT**

**WHEREAS**, New Leaf Energy, through its South Green Haven Solar 1, LLC affiliate, has submitted a Notice of Intent dated April 5, 2023 to the Town of Beekman notifying the Town of its plans to build and operate a Solar Energy System as defined in New York Real Property Tax Law ("RPTL") § 487 (1)(b) (the "Project") with an expected nameplate capacity of approximately 3.2 Megawatts AC on a parcel of land located in the Town of Beekman, County of Dutchess at 97 S. Green Haven Road, identified as Tax Map # 6757-00-082660-0000; and

**WHEREAS**, the Town of Beekman has not opted out of RPTL §487; and

**WHEREAS**, pursuant to RPTL §487 (9)(a), if the taxing jurisdiction has not acted to remove the exemption under this section, and the owner or developer of such a system provides written notification to a taxing jurisdiction of its intent to construct such a system, then in order to require the owner or developer of such system to enter into a contract for payments in lieu of taxes, such taxing jurisdiction must notify such owner or developer in writing of its intent to require a contract for payments in lieu of taxes within sixty days of receiving the written notification. Written notification to a taxing jurisdiction for this purpose shall include a hard copy letter sent to the highest-ranking official of the taxing jurisdiction. Such letter shall explicitly reference subdivision nine of section four hundred eighty-seven of the real property tax law, and clearly state that, unless the taxing jurisdiction responds within sixty days in writing with its intent to require a contract for payments in lieu of taxes, such project shall not be obligated to make such payments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman hereby authorizes the Supervisor to send a letter of intent along with a certified copy of this Resolution to New Leaf Energy pursuant to RPTL §487 (9)(a) above; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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

**RESOLUTION NO.05:09:23-6**  
**RE: ADOPT THE REVISED CLARIFIED PROCUREMENT POLICY**

**WHEREAS**, the Town of Beekman adopted a Procurement Policy described under NYS GML Section 104-b in 2008 with the last revision in April of 2023; and

**WHEREAS**, it is the Town’s objective to obtain materials, supplies, equipment and services that are of suitable quality in the accurate quantity from the right source at the most competitive price in compliance with the Town’s Procurement Policy; and

**WHEREAS**, current economic and budgetary concerns make it necessary to establish better controls of expenditures before they occur,

**WHEREAS**, the Town Board wishes to clarify a section as written in the policy due to a typographical error,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby adopt the revised Procurement Policy, dated May 09, 2023, to be effective immediately; and

**BE IT FURTHER RESOLVED**, that a copy of the revised Procurement Policy will be placed on the desk of each department head.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23 -7**  
**RE: REVISING THE FUNDING FOR GARDNER HOLLOW ROAD BRIDGE CAPITAL**  
**PROJECT AUTHORIZATION**

**WHEREAS**, the Town Board of the Town Of Beekman previously approved funding for the Gardner Hollow Road Bridge Capital Project totaling \$952,443 in Resolution No. 05:10:22-4, and

**WHEREAS**, the Town has reviewed the status of Funding Sources for the Capital Project authorization,

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town Of Beekman hereby approves the revised total capital project authorized \$954,493 funding sources to be as follows:

County Grant	\$100,000,
Transfer in from the General Fund	\$2,443,
Transfer In from Highway Fund	\$52,050,
ARPA Funds	\$500,000,
Bonds	\$300,000.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**RESOLUTION NO.05:09:23-8**  
**RE: ESTABLISH ALAINA DRAINAGE DISTRICT CAPITAL PROJECT**

**WHEREAS**, the Town Board of the Town of Beekman was presented with a Petition to establish a Drainage District in Alaina Estates and

**WHEREAS**, the Town held a Public Hearing on April 25, 2023 to establish such District pursuant to Article 12 of Town Law, and officially approved establishment by Resolution 4:25:23-2 and

**WHEREAS** the Map Plan & Report supporting and describing the plan to establish the Drainage District with estimated Capital Costs of Construction to be \$107,200 and

**WHEREAS**, the Town estimates related Engineering and Legal Costs are approximating \$12,800,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorized Creation of the Drainage District Capital Project Fund is \$130,000 with all costs to be the responsibility of JSM Properties, Inc.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-9**

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN APPROVING  
AND RATIFYING THE AMENDED BEEKMAN POLICY STATEMENT AND PROCEDURE  
AGAINST SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT**

**WHEREAS**, the Town Of Beekman's Beekman Policy Statement and Procedure Against Sexual Harassment and other Forms of Harassment (the "Policy Against Harassment") was adopted on October 24, 2018; and

**WHEREAS**, since the adoption of the Policy Against Harassment, the New York State Department of Labor, in conjunction with the New York State Division of Human Rights, has issued a Sexual Harassment Model Policy (the "Model Policy") and accompanying Minimum Standards for Sexual Harassment Prevention Policies (the "Minimum Standards"); and

**WHEREAS**, the Town Board is desirous to amend the Policy Against Harassment to more closely conform to the Model Policy and, thereby, ensure that the Policy Against Harassment meets or exceeds the Minimum Standards; and

**WHEREAS**, the Town Board is desirous in further amending the Policy Against Harassment in response to the lodging of facially invalid claims for the possible purposes of harassing co-workers and impeding the prosecution of Town business by diverting finite municipal resources towards investigating and responding to such claims and away from rendering services to Town residents; and

**WHEREAS**, the Town Board has reviewed and considered the proposed amended Policy Against Harassment in consultation with legal counsel and wishes to adopt such amended Policy Against Harassment;

**NOW, THEREFORE, IT IS HEREBY: RESOLVED**, that the Town Board of the Town of Beekman hereby ratifies and approves the amended Policy Against Harassment, effective this date.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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



**RESOLUTION NO. 05:09:23 -10**  
**RE: RESOLUTION APPROVING THE RETENTION OF PVE ENGINEERING TO**  
**PREPARE A REPORT ON ONGOING CONTAMINANTS SAMPLING**

**WHEREAS**, NYSDEC is requiring collection of groundwater samples for analysis for "Emerging Contaminants" at the Town's Highway Garage located at 4 Main Street, Poughquag, NY, and

**WHEREAS**, Partridge Venture Engineering, PC d/b/a PVE Engineering, who presently are responsible for the ongoing site management and monitoring at the Town's Highway Garage, has presented a proposal to the Town for this service in an amount not to exceed \$7,929.50;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby approve of the proposal from PVE Engineering;

**AND BE IT FURTHER RESOLVED**, that the Supervisor is authorized to sign the proposal in form and substance as attached hereto.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-11**  
**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN APPROVING**  
**AND RATIFYING THE FURTHER AMENDED WORKPLACE VIOLENCE**  
**PREVENTION POLICY**

**WHEREAS**, the Town Of Beekman's Workplace Violence Prevention Policy (the "Policy") was adopted on December 1, 2008, with revisions on November 16, 2011; January 6, 2016; June 21, 2017; April 28, 2020; and

**WHEREAS**, the Town Board is desirous in further amending the Policy in response to the lodging of facially invalid claims for the possible purposes of harassing co-workers and impeding the prosecution of Town business by diverting finite municipal resources towards investigating and responding to such claims and away from rendering services to Town residents; and

**WHEREAS**, the Town Board has reviewed and considered the proposed further amended Policy in consultation with legal counsel and wishes to adopt such further amended Policy;

**NOW, THEREFORE, IT IS HEREBY: RESOLVED**, that the Town Board of the Town of Beekman hereby ratifies and approves the further amended Policy, effective this date.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-12**  
**RE: RESOLUTION TO CREATE REPAIR RESERVE FUNDS FOR THE DOVER RIDGE**  
**SEWER & WATER DISTRICTS**

**WHEREAS** the NYS General Municipal Law §6-9 permits Towns to Create Repair Reserve Funds to pay the cost of certain repairs to capital assets or equipment of a non-recurring nature, and

**WHEREAS** the Town of Beekman Town Board feels it appropriate to create Repair Reserve Funds for the Dover Ridge Special Districts to pay the costs for special repairs to sewer and water facilities and equipment; and

**WHEREAS** the Dover Ridge Sewer and Water Districts had adequate unreserved Fund Balances of \$80,039 and \$115,981 respectively as of year-end December 31, 2022 to create the Reserve Fund Balances,

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Beekman approves the Creation of Repair Reserve Funds in the Dover Ridge Special Districts as follows:

Dover Ridge Sewer District	\$30,000
Dover Ridge Water District	\$60,000

**BE IT FURTHER RESOLVED** that the Town Supervisor is authorized to follow the prescribed procedures and provisions defined in the NYS GML for the use of the Reserve Funds.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

<b>ROLL CALL VOTE:</b>	
Councilman Stiegler	<b>ABSENT</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Wohrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**RESOLUTION NO. 05:09:23-13**  
**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN APPROVING  
AND RATIFYING THE AMENDED EMPLOYEE PRACTICES COMPLIANCE MANUAL**

**WHEREAS**, the Town Of Beekman's Employee Practices Compliance Manual (the "Manual") was adopted on January 1, 2016 and amended on May 11, 2021; and

**WHEREAS**, since the adoption of the Manual, the New York State Department of Labor, in conjunction with the New York State Division of Human Rights, has issued a Sexual Harassment Model Policy (the "Model Policy") and accompanying Minimum Standards for Sexual Harassment Prevention Policies (the "Minimum Standards"); and

**WHEREAS**, the Town Board is desirous to amend those portions of the Manual addressing the prevention of harassment and investigation of harassment complaints to more closely conform to the Model Policy and, thereby, ensure that the Manual meets or exceeds the Minimum Standards; and

**WHEREAS**, the Town Board is desirous in further amending the Manual in response to the lodging of facially invalid claims for the possible purposes of harassing co-workers and impeding the prosecution of Town business by diverting finite municipal resources towards investigating and responding to such claims and away from rendering services to Town residents; and

**WHEREAS**, the Town Board has reviewed and considered the proposed amended Manual in consultation with legal counsel and wishes to adopt such amended Manual;

**NOW, THEREFORE, IT IS HEREBY: RESOLVED**, that the Town Board of the Town of Beekman hereby ratifies and approves the amended Manual, effective this date.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-14**  
**RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT (# 3) FOR THE**  
**REC 1 BALLFIELD PROJECT**

**WHEREAS**, the Town of Beekman is a party to a contract with Sport-Tech Construction Corp. (the "Contractor") for the "Beekman Recreation Baseball Field 1 Project"; and

**WHEREAS**, the Contractor has submitted an Application and Certification for Payment (# 3) dated April 14, 2023, requesting payment in the amount of \$156,000.00 Less 5% retainage (\$7,800.00) less previous payments totaling \$95,475.00 for a total of \$52,725.00 (see attached); and

**WHEREAS**, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of November 11, 2022 through April 14, 2023, and

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

**THEREFORE** recommends the Town Board authorize payment to Sport-Tech Construction Corp. in the amount of \$52,725.00 in order to satisfy Application and Certification #3,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to Sport-Tech Construction Corp. as requested in Application and Certification for Payment # 3 in the amount NOT TO EXCEED \$52,725.00.

**Introduced: SUPEVISOR COVUCCI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

**ROLL CALL VOTE:**

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

**RESOLUTION NO. 05:09:23-15**  
**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	\$ 63,078.82
Claims to be paid from the DA-Highway Fund	\$ 7,893.81
Claims to be paid from the SS – Dover Ridge Sewer	\$ 4,505.75
Claims to be paid from the SW – Dover Ridge Water	\$ 1,344.29
Claims to be paid from the T-Trust-Fund	\$ 5,225.77
Claims to be paid from the H-Capital Fund	\$ 1,605.61
	<u>\$ 83,654.05</u>

**4/27/2023 Payroll #9**

General Fund	\$ 33,108.74
Highway Fund	\$ 21,512.75
	<u>\$ 54,621.49</u>

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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



April 5, 2023

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

Dear Ms. Covucci:

Re: Notice Regarding Solar Energy Project Pursuant to Real Property Tax Law  
Sec. 487 - 97 S Green Haven Rd, Beekman 12582

We write to inform you that New Leaf Energy, through its South Green Haven Solar 1, LLC affiliate, plans to construct a solar project within your Town ("the Solar Project"), located at 97 S Green Haven Rd, Beekman 12582 (Tax Map #: 6757-00-082660-0000).

We are providing this letter to you as our Notice of Intent to Construct this Solar Project, which commences the sixty-day notice period under Real Property Tax Law § 487(9)(a). The Town has sixty days to respond in writing with its intent to require a contract for payments in lieu of taxes, otherwise such project shall not be obligated to make such payments.

The development process has commenced at the above site and we believe it is an excellent location at which to build clean, distributed, renewable energy generation and provide local jobs to and support local businesses within your community.

In addition, we are notifying you pursuant to Real Property Tax Law § 487(8)(b) that New Leaf Energy, on behalf of South Green Haven Solar 1, LLC, has entered into an interconnection agreement and made its deposit with the utility. This signifies the beginning of construction as defined under Real Property Tax Law § 487(8)(b).

22 Century Hill Drive, Suite 303  
Latham, NY 12110  
[www.newleafenergy.com](http://www.newleafenergy.com)

Thank you for your attention to this letter. If you have any questions about the project, please reach out via my contact information listed below.

Regards,

A handwritten signature in black ink, appearing to read 'Terrence Nolan', with a stylized flourish at the end.

Terrence Nolan

Senior Project Developer

[tnolan@newleafenergy.com](mailto:tnolan@newleafenergy.com)

908.892.0841



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PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

Town of Beekman

and

South Green Haven Solar 1, LLC

Dated as of \_\_\_\_\_, 2023

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RELATING TO THE PREMISES LOCATED AT 97 S GREEN  
HAVEN ROAD (TAX MAP 6757-00-082660-0000) IN THE TOWN  
OF BEEKMAN, DUTCHESS COUNTY, NEW YORK.

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**PAYMENT IN LIEU OF TAXES AGREEMENT**  
**FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between South Green Haven Solar 1, LLC (the "Owner"), a Delaware Limited Liability Company, with a principal place of business located at 22 Century Hill Drive, Suite 303, Latham, New York 12110; and

the Town of Beekman, New York, (the "Town"), a municipal corporation duly established in Dutchess County with a principal place of business located 4 Main Street, Poughquag, NY 12570;

the Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

**RECITALS**

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately 3.2 Megawatts AC on a parcel of land located within the Town at 97 S Green Haven Rd, Beekman 12582, and identified as Tax Map# 6757-00-082660-0000, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby

agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$ 197.16 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 3.2 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 3.2 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or

upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Beekman and mailed to the Town of Beekman, c/o the Supervisor's Office, at 4 Main Street, Poughquag, NY 12570 and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: South Green Haven Solar 1, LLC  
c/o New Leaf Energy, Inc.  
22 Century Hill Drive, Suite 303  
Latham, New York 12110

If to the Taxing Jurisdiction:

Attn: Town Supervisor  
Town of Beekman  
4 Main Street  
Poughquag, NY 12570

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of

the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement

b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal

or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

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

[REMAINING PAGE INTENTIONALLY LEFT BLANK]



Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

SOUTH GREEN HAVEN SOLAR 1, LLC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TOWN OF BEEKMAN

\_\_\_\_\_  
Name

\_\_\_\_\_  
Superintendent/Supervisor

\_\_\_\_\_  
Date

EXHIBIT A

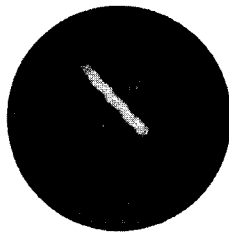
Description of Land

[TO BE ADDED BEFORE EXECUTION]

## EXHIBIT B

Year	Payment Amount
1	\$630.92
2	\$643.54
3	\$656.41
4	\$669.54
5	\$682.93
6	\$696.59
7	\$710.52
8	\$724.73
9	\$739.22
10	\$754.01
11	\$769.09
12	\$784.47
13	\$800.16
14	\$816.16
15	\$832.48

# **TOWN OF BEEKMAN, NEW YORK**



# **PROCUREMENT POLICY**

**Adopted 08/11/20**

**Modified 5/09/23**

## Town of Beekman Procurement Policy Revised 5/09/2023

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

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

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

5. All purchases **greater than \$3000** require a written purchase requisition as in #3 above unless they are **resulting from a previously approved contract**.
6. All estimated public works contracts of:
  - a. Less than \$35,000 but greater than or equal to \$20,000 requires a written Request for Proposal or fax proposals from 3 contractors.
  - b. Less than \$20,000 but greater than or equal to **\$1,000** requires a written Request for Proposal or fax proposals from 2 contractors.

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

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

**Goods purchased at auction**

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

**TOWN OF BEEKMAN PURCHASE REQUISITION**

Contact:	_____	Date:	_____
Department:	_____	Phone:	_____
Location:	_____		
Vendor Name:	_____	Date:	_____
Address:	_____		
	_____		
	_____		
	Phone: _____		

Quantity	Description	Unit Price	Total

QUOTES RECEIVED FROM: (Attach 3 written quotes for purchases amounting to \$3,000 & less than \$20,000)

	Vendor Name	Amount
1.		
2.		
3.		

REQUEST BY DEPT HEAD \_\_\_\_\_

Approval By Town Board/Finance Department: \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

Date: \_\_\_\_\_

APPROPRIATION CODE: \_\_\_\_\_



## **Beekman Policy Statement and Procedure Against Sexual Harassment and other Forms of Harassment**

### **Purpose and Goals**

The Town of Beekman (the "Town") is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Town recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities affect our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Town's commitment to a discrimination-free work environment.

### **Goals of this Policy<sup>1</sup>:**

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Town. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

### **Sexual Harassment and Discrimination Prevention Policy**

1. This policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered Individuals. It applies to anyone who is (or

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<sup>1</sup> Adoption of this policy does not constitute a defense to charges of unlawful harassment. Each claim of harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include people commonly referred to as independent contractors, gig workers, and temporary workers. Also included are people providing equipment repair, cleaning services, or any other services through a contract with the Town. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not the Town's direct employees.

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

3. Retaliation is prohibited. Any employee or covered individual reporting an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they honestly and reasonably believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any Town employee who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who honestly and reasonably believe they have been subject to such retaliation should inform a supervisor, manager, the Town Supervisor, or any member of the Town Board. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.

4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Town to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. The Town will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Town will act as required. In addition to any required discipline, the Town will also take steps to ensure a safe work environment for the employee(s) who experienced discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a

complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Town Supervisor, or any member of the Town Board.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy by email, it will also be available on the Town's website.

### **What Is Sexual Harassment?**

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Town's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The effect of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The affected person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance, or rejection, of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called ***quid pro quo*** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

#### **Examples of Sexual Harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. ***This list is just a sample of behaviors and should not be considered exhaustive.*** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
  - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;

- This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those in industries where hospitality and tips are essential to the customer/employee relationship;
  - Subtle or obvious pressure for unwelcome sexual activities; or
  - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
  - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
  - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
  - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
  - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, or name-calling;
  - Intentional misuse of an individual's preferred pronouns; or
  - Creating different expectations for individuals based on their perceived identities:
    - Dress codes that place more emphasis on women's attire;
    - Excluding parents/caregivers from meetings.

#### **Who Can be a Target of Sexual Harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

#### **Where Can Sexual Harassment Occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if occurring away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home. Any behaviors outlined above, which occur on the basis of a person's sex, sexual orientation, gender identity, or gender expression, that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

#### **Retaliation**

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or

- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or;
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment, or those making such charges for the purpose of harassing co-workers or impeding Town business. Nor does the retaliation provision prevent disciplinary action being taken against employees or covered individuals who are found to have intentionally made false charges of harassment, or to have made such false charges for the purpose of either harassing co-workers or impeding Town business.

### **Reporting Sexual Harassment**

**Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination.** Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the Town Supervisor or any member of the Town Board. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or the Town Supervisor or any member of the Town Board.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

### **Supervisory Responsibilities**

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Town Supervisor or any member of the Town Board. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the effects that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

### **Bystander Intervention**

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.



### **Complaints and Investigations of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the Town Supervisor, any member of the Town Board or their designee:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the Town Supervisor, any member of the Town Board or their designee will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Town Supervisor, any member of the Town Board or their designee will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will determine whether the facts alleged in the complaint and all supporting documentation state a legal cause of action under federal and/or State law. In making this determination, the Town shall view the allegations in the light most favorable to the complaining employee or covered individual, assuming the truth of all such allegations and drawing all reasonable inferences in favor of such employee or individual. If the Town determines that the complaint does not, as a matter of law, state a cause of action, it will create written documentation of the basis for this determination (such as a letter, memo or email), the complaint will be adjudicated as not covered under this policy and shall be dismissed without further action;
4. Assuming that the complaint states a cause of action, will seek to interview all parties involved, including any relevant witnesses;
5. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - b. A list of names of those interviewed, along with a detailed summary of their statements;
  - c. A timeline of events;

- d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
  - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- 6. Will keep the written documentation and associated documents in a secure and confidential location;
  - 7. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
  - 8. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by the Town, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in this policy is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

#### **New York State Division of Human Rights**

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights ("DHR") or in the New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Town does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Go to [www.dhr.ny.gov/complaint](http://www.dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

#### **The United States Equal Employment Opportunity Commission**

The United States Equal Employment Opportunity Commission ("EEOC") enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days of the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [Info@eeoc.gov](mailto:Info@eeoc.gov).

If an individual filed an administrative complaint with the DHR, it will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

#### **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at the Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

#### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

#### **Conclusion**

The policy outlined above is aimed at providing employees of the Town and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the HRL protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes and to prohibit harassment and discrimination on the basis of any such class.

## Complaint Form for Reporting Sexual Harassment<sup>2</sup>

### Town of Beekman

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to your manager, supervisor, the Town Supervisor or any member of the Town Board. No employee will be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: [www.ny.gov/programs/combating-sexual-harassment-workplace](http://www.ny.gov/programs/combating-sexual-harassment-workplace)

#### **COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:

☐

Email

☐

Phone

☐

In person

#### **SUPERVISORY INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

---

<sup>2</sup> Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

**COMPLAINT INFORMATION**

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Supervisee ☐ Co-Worker ☐ Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐ Yes ☐ No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

*The last question is optional but may help the investigation.*

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



845-454-2544  
PVE-LLC.com

August 7, 2018  
Revised February 6, 2023

Town of Beekman  
ATTN: Mary Covucci  
4 Main Street  
Poughquag, New York 12570

RE: Emerging Contaminants Sampling and Analysis; Beekman Town Highway Garage, 4 Main Street,  
Poughquag, Dutchess County, New York.  
NYSDEC File #3-14-094  
PVE File #560581

Dear Ms. Covucci:

Partridge Venture Engineering, PC, dba PVE Engineering (PVE) is pleased to present this proposal for services to evaluate for the presence of emerging contaminants at the above-referenced property. Summarized below is our proposed scope of work.

## 1.0 INTRODUCTION

PVE is responsible for the ongoing site management and monitoring at the Town's Highway Garage, a State-listed Inactive Hazardous Waste Disposal Site. On July 12, 2018, the NYSDEC Division of Environmental Remediation issued a letter directing the Town to conduct sample collection and analysis for "Emerging Contaminants" at the Beekman Highway Garage. Specifically, NYSDEC is requiring collection of groundwater samples for analysis of 1,4-dioxane and per- and polyfluoroalkyl substances (PFAS). These compounds have been detected in drinking water supplies in New York State, and NYSDEC is requiring all State-listed sites to sample for these contaminants. In order to fulfill this requirement, existing monitoring wells must be sampled; at least one shall represent up-gradient conditions. Following is a summary of our proposed scope of work for preparing the requested work plan and collection and analysis of samples to satisfy NYSDEC directives.

## 2.0 SCOPE OF WORK

### Task 1 – Groundwater Sample Collection

PVE has prepared the NYSDEC required Sampling and Analysis Plan for Emerging Contaminants. This work plan has been reviewed and approved by the NYSDEC.

Samples will be collected from three (3) active monitoring wells installed during the Remedial Investigation (RI). Currently, we anticipate collection of samples from the following locations: Monitoring Wells, MW-4, MW-17 & MW-18S.

Prior to purging and sampling, static water depths will be measured using a water level indicator to calculate the volume of groundwater in each well. Wells will be purged using disposable HDPE tubing connected to a peristaltic pump following USEPA low-flow (minimal drawdown) purge techniques with a flow-through cell and water quality

CALIFORNIA

CONNECTICUT

NEW YORK

PENNSYLVANIA

TEXAS

meter. Purging will proceed until physical parameters have stabilized (pH, temperature, DO, ORP and turbidity). Samples will be dispensed into laboratory-provided HDPE containers.

Groundwater samples will be submitted to a NYSDOH ELAP-certified laboratory for analysis of the following:

- PFAS via USEPA Method 1633
- 1,4-Dioxane via USEPA Method 8270 SIM

Laboratory reports will include Analytical Services Protocol (ASP) Category B deliverables. PVE will submit the ASP B package to a third party to prepare a Data Usability Summary Report (DUSR).

#### **Task 2 – Summary Report**

Results of sampling events will be reported in a summary letter submitted to the attention of The Department, which includes the following:

- A summary of field activities, well development and physical water quality parameters;
- Data summary tables and graphical representations of contaminants detected in samples; and
- Results of all analysis, copies of laboratory data sheets, and NYSDEC required data deliverable.

This report will be submitted to NYSDEC in accordance with the current monitoring schedule.

### **3.0 SCHEDULE**

Field work can be completed in one (1) field day. Analytical results will be received within 10-12 business days from receipt of samples at the laboratory. The client may choose to expedite laboratory results at additional cost. We estimate this scope of work can be completed within 15-20 business days from the date of authorization to proceed.

### **4.0 LIMITATIONS**

It is the responsibility of the Client to accurately identify the location of any underground utilities or structures on the property. PVE shall not have any liability to the Client or any other party for loss, damage, or injury to persons or property arising out of damage to an underground utility or structure, unless such obstruction had been clearly marked and identified to field personnel. If unexpected or differing site conditions are encountered after work commences, delays could result. Unexpected or differing site conditions include, but are not limited to, unanticipated obstructions, limited access, or inclement weather. Access to sampling locations is the responsibility of the Client. PVE will make no representations as to the subsurface conditions/quality of inaccessible areas. Additional expenses and delays caused by these conditions will be the responsibility of the Client. Certificates of insurance will be provided to the Client listing same as certificate holder. If requested, costs associated with expediting analytical results from the laboratory will be the responsibility of the client.

### **5.0 COST AND TERMS**

Services summarized in this proposal will be performed on a time-and-materials basis in accordance with the attached fee schedule. Invoices will be submitted monthly and are due upon receipt.

PVE Labor, Supplies & Expenses	\$ 4,790.00
Emerging Contaminants Sampling Work Plan	\$ 0.00



Sub-contracted Data Validation	\$ 862.50
Sub-contracted Analytical Fees (3 groundwater samples, 1 field blank)	\$ 2,277.00
<b>Subtotal</b>	<b>\$ 7,929.50</b>

Additional services not described in this work plan, if requested, will be billed on a time-and-materials basis in addition to the estimate above, at the rates provided in the existing fee schedule.

#### STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached cost proposal constitute the "Agreement" between PVE, LLC (Hereinafter referred to as the Consultant) (For purposes of definition, "Consultant" shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter referred to as the "Client") for the performance of basic or additional services.

##### Performance of Services:

1. PVE, LLC shall provide consulting services as described under this proposal. Consultant shall render such services and deliver the required reports and other deliverables as outlined in this proposal. The Consultant and its employees will exercise the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant's performance, unless agreed to in writing. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the engineering services to be provided hereunder. Consultant represents that it is the lawful owner or licensee of any software programs or other materials used by Consultant in the performance of the services called for in this Agreement.
2. The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. The Consultant shall not be liable for any reasons for any special, indirect or consequential damages including loss of use of any premises and loss of profit. The Consultant may rely upon information supplied by the Client engaging the Consultant, or its contractors or sub-consultants, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.
3. Consultant assumes that the Client will not request or require "Major or Significant" changes to the project scope. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly.

##### Payment Terms:

4. The Client is responsible for payment of all charges for the work indicated on the attached proposal. Invoicing for the work included herein will occur monthly based on the percentage of work completed determined by Consultant. Payment is due upon receipt of invoice and interest is applied at a rate of 1.33% per month (16% annually) for accounts over 30 days past due. If payment is not made within 90 calendar days of submission, the Consultant may suspend work until such time as all payments due have been made. All charges will be billed and invoiced; Client shall have fourteen (14) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid. Hourly rates are subject to change on an annual basis. The rates attached to this proposal are in effect for the calendar year in which this agreement is dated.

##### Reimbursable Expenses:

5. Travel costs, transportation (mileage at a rate of \$0.60 per mile for wear and tear on vehicle and gas), long distance communications, photocopies, blueprints, photographs, postage, reproduction and shipping charges; rental equipment, laboratory fees, fees advanced on Client's behalf, cost of parking and tolls will all be billed at cost plus agreed upon markup as per the proposal. Back-up information will be provided upon request.

##### Instruments of Service:

6. As between Client and Consultant, all right, title, and interest in and to the instruments of service, programs, systems, data, or materials utilized or produced by Consultant in the performance of the services called for in this Agreement shall remain the property of Consultant. All right, title, and interest in and to any programs, systems, data, and materials furnished to Consultant by Client are and shall remain the property of Client. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

##### Electronic Media:

7. The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to the Client in electronic media are for informational purposes only and not an end product and may not be distributed to third parties without Consultant's approval.

8. The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

Services During Construction:

9. If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the Site, will be to enable the Consultant to better perform the duties and responsibilities assigned to and undertaken by it as a professional consultant.
10. If the Consultant's services during construction include shop drawing review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. The Contractor is solely responsible for the quality and completeness of the work performed.
11. The Consultant shall not supervise, direct or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents, or for failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The means, methods, techniques, sequences and procedures of the construction work and the safety precautions and programs are solely the Contractor's rights and responsibilities.
12. Consultant shall be held harmless, indemnified and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons not under the Consultant's direct control performing any of the work in connection with the Project.

Limitation of Liability:

13. To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. In the event that a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the amount of Consultant's fee or the lowest amount that a court determines to be a reasonable limitation of liability.
14. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be compensated by the Client at the Hourly Rates in place at that time.

Dispute Resolution:

15. At the option of either party, any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement may be resolved by mediation or by litigation in an appropriate court in the State in which the project is located pursuant to the laws of the State in which the project is located. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Consultant.

Legal Action:

16. Causes of action between the parties to this Agreement accrue upon final completion of the services provided under this Agreement. In the event that the Client institutes a suit against the Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for the Consultant, the Client agrees to pay the Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of the Consultant.

Suspension of Work and Termination:

17. Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon 7-days written Notice to the other party. In the event of Termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to the Consultant be contingent upon financing arrangements or receipt of payment from any third party.
18. If the Client fails to make payment when due for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice by certified mail return receipt requested to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.

Precedence:

19. These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

Severability:

20. If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Survival:

21. These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

Governing Law:

22. This Agreement shall be governed by the internal laws of the State in which the project is located without regard to principals of conflict of laws.

Assignment:

23. By this Agreement, the Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement; and, to the partners, successors, assigns and legal representatives of such other party. Neither the Client nor Consultant shall assign this Agreement without the express written consent of the other party to this Agreement.

Miscellaneous:

24. This Agreement represents the entire and integrated Agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, whether they be written or oral. This Agreement may be amended or modified only by a written instrument signed by both the Client and Consultant.

**End of Standard Terms and Conditions**

To authorize these services please return authorization to proceed, we are prepared to initiate work upon receipt. If you have any questions or require any additional information, please don't hesitate to contact us. We look forward to working with you on this project.

Sincerely,  
PVE ENGINEERING,



Conor B. Tarbell  
Regional Director

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**PVE Proposal**

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**Project:**      *Emerging Contaminants Sampling and Analysis*  
                    *Beekman Town Highway Garage*  
                    *4 Main Street*  
                    *Poughquag, Dutchess County, New York*

**Client:**        \_\_\_\_\_  
                    \_\_\_\_\_  
                    \_\_\_\_\_

**Signature:**    *Mary B. Covucci*  
**Printed Name:** *Mary B. Covucci*

**Date:**         *5-4-23*  
**Title:**         *Supervisor*



## SCHEDULE OF FEES (2023) – Hudson Valley (04) Rates

### Civil Engineering / Land Planning / Structure Design

Principal	\$270.00	Executive Consultant	\$290.00
Director	\$250.00	Senior Project Manager II (PE)	\$190.00
Senior Project Manager I (PE)	\$180.00	Senior Engineer II (PE)	\$230.00
Project Manager II	\$170.00	Senior Engineer I (PE)	\$210.00
Project Manager I	\$160.00	Project Engineer II	\$195.00
Assistant Project Manager	\$140.00	Project Engineer I	\$170.00
Project Technician	\$135.00	Project Designer II	\$160.00
Filing Consultant	\$160.00	Project Designer I	\$155.00
Filing Technician	\$130.00	Staff Designer II	\$150.00
Administrative	\$95.00	Staff Designer I	\$135.00

### Environmental

Principal	\$270.00	Senior Geologist	\$235.00
Director	\$250.00	Professional Geologist	\$215.00
Senior Technical Advisor	\$195.00	Senior GIS Specialist	\$155.00
Senior Project Manager II (E)	\$190.00	GIS Specialist	\$130.00
Senior Project Manager I (E)	\$180.00	Geologist	\$135.00
Hydrogeologist	\$215.00	Project Manager II	\$170.00
Environmental Technician IV	\$135.00	Project Manager I	\$160.00
Environmental Technician III	\$120.00	Assistant Project Manager	\$140.00
Environmental Technician II	\$110.00	Scientist	\$125.00
Environmental Technician I	\$100.00	Administrative	\$95.00

### Reimbursable Expenses and Terms

Invoices will be submitted monthly and are due upon receipt. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will appear on project invoices. Anticipated expenses are included in the cost estimate in the Scope of Work. Field vehicles are charged at a rate of \$60.00 per day. Non-exempt employee field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. Expert witness testimony is charged at 2x the standard hourly rate. Subcontracted services and reimbursable expenses are subject to a standard 15% mark-up. Rates are subject to change on an annual basis, revised fee schedules will be circulated in January of each calendar year.

CALIFORNIA

CONNECTICUT

NEW YORK

PENNSYLVANIA

TEXAS

# **TOWN OF BEEKMAN, NEW YORK**



## **WORKPLACE VIOLENCE PREVENTION POLICY**

**Effective November 17, 2011**

**Amended May 9, 2023**

# **Town of Beekman**

## **Workplace Violence Prevention Policy**

Effective Date: November 17, 2011

Amendment Date: May 9, 2023

### **PURPOSE**

The Town of Beekman does not tolerate workplace violence.

We define workplace violence (herein after, "Violence") as actions endangering or harming another employee or resulting in other employees having a reasonable belief that they are in danger.

#### **Violence includes:**

- Verbal or physical harassment which is actionable offense under federal and/or State law
- Verbal threats of physical violence
- Battery or other instances of physical violence
- Any other behavior constituting an actionable offense under federal and/or State law and which reasonably and subjectively causes a Town Employee to feel unsafe.

### **SCOPE**

Town policy requires an immediate response to all reports of Violence. All incidents of Violence will be investigated and documented by the Town Supervisor's office or a designee thereof. If appropriate, the Town may provide counseling services or referrals for employees.

The following disciplinary actions may also be taken:

- Oral reprimand
- Written reprimand
- Suspension
- Termination

### **RESPONSIBILITY**

It's the responsibility of all employees to report all Violence to the Town Supervisor immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of Violence are to be reported within the first 24 hours.

Management, supervisors, and all safety personnel are responsible for the observation of all personnel and identification of potential Violence. All facially valid reports of Violence are to be fully investigated. Findings will be presented to management and an action plan

developed to minimize and eliminate the Violence.

## **PROCEDURES**

### **Evaluation of Security Procedures**

A physical security survey will be conducted once a year on or around July 1.

As our town continues to grow and expand, so does potential Violence.

Reassess all facets to the work environment to include secure entrances, public access, restroom facilities, parking lots, workstations, and closed circuit surveillance cameras.

### **Complaints**

Employees are encouraged to submit a written complaint of any alleged Violence to the Town Supervisor. If any employee is uncomfortable providing their written complaint to the town Supervisor, they may provide their complaint to any member of the Town Board.

### **Incident Response Team**

The following individuals are named in the event to respond to a potential threat or live situation. The Incident Response Team will coordinate all facets of the response including the initial response in emergency situations, contacting of local authorities and intervention of the subject and victim.

Werner Stiegler, Councilman

(914) 490-8912

Theresa Manzo, Payroll Clerk

(845) 724-5300 ext. 231

Ezio Battaglini, Councilman

(845) 656-5988

### **Training of Management and Employee Groups**

Initial training for management and employees consists of the introduction of this policy, scope and responsibilities. Review reporting procedures and expectations with employees. Management will provide incident forms and detailed procedures to which front-line supervisors shall adhere.

Re-training will be conducted annually on or around July 1st of each year.

### **Evaluation and Intervention**

In order to assess this risk, the following suggested questions should be asked to individuals familiar with the alleged offender's behavior, both prior to and after any alleged Violence.

Reference Appendix A for the Individual Assessment Form.

### **Preliminary Complaint Evaluation**

Prior to conducting a Risk Assessment, or investigating any complaint submitted under this Policy, the Incident Response Team shall determine whether the complaint alleges: (1) that an act of physical violence was perpetrated against a Town Employee; (2) that such an act was threatened against a Town employee; and/or (3) conduct constituting an actionable offense under federal and/or State law.



If the Incident Response Team determines that the complaint does not allege one of the above circumstances, the complaint shall be summarily adjudicated as not falling with this Policy and shall be dismissed without further action. In making this determination, the Incident Response Team shall view the allegations in the complaint in the light most favorable to the complaining employee, assuming the truth of such allegations and drawing all reasonable inferences in favor of such employee.

### **Risk Assessment**

**Note:** Perpetrators of Violence can be both men and women, however, for the purposes of the questions to be asked, he is used to refer to the offender.

They include:

- Why has the offender threatened, made comments which have been perceived by others as threatening, or has taken this action at this time?
- What is happening in his own life that has prompted this?
- What has been said to others, i.e. friends, colleagues, coworkers, etc., regarding what is troubling him?
- How does the offender view himself in relation to everyone else?
- Does he feel he has been wronged in some way?
- Does he accept responsibility for his own actions?
- How does the offender cope with disappointment, loss, or failures?
- Does he blame others for his failures?
- How does the offender interact with coworkers?
- Does he feel he is being treated fairly by the company?
- Does he have problems with supervisors or management?
- Is he concerned with job practices and responsibilities?
- Has he received unfavorable performance reviews or been reprimanded by management?
- Is he experiencing personal problems such as divorce, death in the family, health problems, or other personal losses or issues?
- Is he experiencing financial problems, high personal debt, or bankruptcy?
- Is there evidence of substance abuse or mental illness/depression?
- Has he shown an interest in violence through movies, games, books, or magazines?
- Is he preoccupied with violent themes; interested in publicized violent events; or fascinated with and/or recently acquired weapons?
- Has the offender identified a specific target and communicated with others his thoughts or plans for violence?
- Is he obsessed with others or engaged in any stalking or surveillance activity?
- Has the offender spoken of homicide or suicide?
- Does he have a past criminal history or history of past violent behavior?
- Does the offender have a plan for what he would do?
- Does the plan make sense, is it reasonable, is it specific?
- Does the offender have the means, knowledge and wherewithal, to carry out his plan?

### **Assessment Review and Action**

Upon completion of the assessment, review results with the Town Supervisor. Options are to be considered in terms of intervention. If a threat is eminent, local authorities should be

immediately contacted.

Consider job rotation, change in reporting manager, or other work environment change to reduce or eliminate the source of conflict.

Full documentation of the perceived or real threat is to be well maintained. If an incident occurs, complete the appropriate job site investigation and witness statement forms.

#### **Communication**

Communicate course of action with all Management, victim and subject in question. Clearly define the course of action this policy lays forth in terms of discipline.

#### **Retaliation & Bad Faith Complaints Prohibited**

No employee shall be subjected to retaliation for bringing in good faith, or cooperating in the investigation of a complaint under the Policy.

Notwithstanding the above, any employee found to have brought their complaint in bad faith shall be subject to discipline up to and including termination.

No employee shall be found to have brought a bad-faith complaint exclusively on the basis that the Incident Response Team summarily adjudicated such complaint as not falling with this Policy as provided for under the "Preliminary Complaint Evaluation" section. However, such a finding may be considered in deciding whether a complaint was brought in bad faith. Conversely, an employee may still be found to have brought a bad-faith complaint notwithstanding a preliminary determination by the Incident Response Team that the complaint fell within this Policy.

## **EMPLOYEE ACKNOWLEDGEMENT FORM**

I have received a copy of the Town's Workplace Violence Prevention Policy amended by the Town Board on May 9, 2023

I agree to review the policy and abide by it at all times.

I understand that questions about the policy should be directed to the Town Supervisor.

\_\_\_\_\_  
Name of Employee/Consultant (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Signature if under 18 years of age

\_\_\_\_\_  
Date

# **Appendix A**

## **Individual Assessment**

**Town of Beekman**  
Workplace Violence Prevention Policy

## Individual Assessment

Date of Assessment: \_\_\_\_\_

Individual's Name: \_\_\_\_\_

Supervisor: \_\_\_\_\_

1. Why has the offender threatened, made comments which have been perceived by others as threatening, or taken this action at this particular time? What is happening in his/her own life that has prompted this?

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2. What has been said to others, i.e. friends, colleagues, coworkers, etc., regarding what is troubling him?

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3. How does the offender view himself in relation to everyone else?

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4. Does he feel he has been wronged in some way?

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5. Does he accept responsibility for his own actions?

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6. How does the offender cope with disappointment, loss or failure?

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7. Does he blame others for his failures?

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8. How does the offender interact with coworkers?

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9. Does he feel he is being treated fairly by the company?

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10. Does he have problems with supervisors or management?

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11. Is he concerned with job practices and responsibilities?

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12. Has he received unfavorable performance reviews or been reprimanded by management?

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13. Is he experiencing personal problems such as divorce, death in the family, health problems, or other personal losses or issues?

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14. Is he experiencing financial problems, high personal debt, or bankruptcy?

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15. Is there evidence of substance abuse or mental illness/depression?

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16. Has he shown an interest in violence through movies, games, books, or magazines?

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17. Is he preoccupied with violent themes; interested in publicized violent events; or fascinated with and/or recently acquired weapons?

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18. Has the offender identified a specific target and communicated with others his thoughts or plans for violence?

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19. Is he obsessed with others or engaged in any stalking or surveillance activity?

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20. Has the offender spoken of homicide or suicide?

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21. Does he have a past criminal history or history of past violent behavior?

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22. Does the offender have a plan for what he would do?

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23. Does the plan make sense, is it reasonable, is it specific?

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24. Does the offender have the means, knowledge and wherewithal to carry out his plan?

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Form completed by: \_\_\_\_\_

Completed on: \_\_\_\_\_

Time: \_\_\_\_\_

Signature: \_\_\_\_\_

Individuals present for the assessment:

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# **TOWN OF BEEKMAN, NEW YORK**



## **EMPLOYMENT PRACTICES COMPLIANCE MANUAL**

**Effective January 1, 2016**

**Amended May 9, 2023**

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## **PART 1 INTRODUCTION**

### **1.1 General Purpose of Manual**

**1.1.1 Statement of Purpose:** The purpose of this Employment Practices Compliance Manual is to communicate important information about specific employment policies and practices of the Town of Beekman - particularly those that pertain to various work rules and government regulations.

**1.1.2 Previous Manuals:** This Employment Practices Compliance Manual replaces and supersedes any previous manual or handbook issued by the Town of Beekman concerning the policies and practices contained within this manual.

**1.1.3 Questions:** Questions regarding this manual should be presented to the Town Supervisor.

### **1.2 Employment Practices Compliance Manual Disclaimers**

**1.2.1 Employment Contract:** This Employment Practices Compliance Manual is not a contract of employment, expressed or implied, and should not be construed as such.

**1.2.2 Policy Exceptions:** This Employment Practices Compliance Manual should not be interpreted as a guarantee that the policies and practices in it will be applied in all cases. Further, the Town Board may at its sole discretion, make exceptions to any part of this Employment Practices Compliance Manual where such exceptions are permissible by law.

**1.2.3 Policy Interpretation:** The Town Board retains the right to interpret any part of this Employment Practices Compliance Manual and to amend or eliminate any part of this manual.

**1.2.4 Governmental Regulations:** In the event a federal or state statute, rule, or regulation conflict with any provision contained in this Employment Practices Compliance Manual, then such statute, rule, or regulation will prevail.

**1.2.5 Collective Bargaining Agreements:** In the event an expressed provision within a collective bargaining agreement should conflict with an employment policy or practice within this Employment Practices Compliance Manual, the expressed provision of the collective bargaining agreement will control for those employees in the bargaining unit. If not, unless expressly excluded within a given section of this manual, this Employment Practices Compliance Manual will apply to all employees.

### **1.3 Management Rights**

**1.3.1 Management Rights Clause:** The rights and responsibilities to operate and manage the business and affairs of the Town of Beekman are vested exclusively in the Town, and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise, the right to:

- hire, assign, promote, transfer, furlough, lay off, evaluate, and discipline employees for just cause;
- select, test, train and determine the ability and qualifications of employees;
- determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards;
- implement and comply with regulations and requirements issued by any government agency;
- make, modify and enforce reasonable rules of employee conduct and safety;
- determine, control and change the quality and nature of products, materials and services;
- introduce new or improved methods, equipment, techniques and processes;
- contract and subcontract for services; and
- exercise all other rights pertaining to the operation and management of the business and affairs of the Town of Beekman.

## **1.4 Definitions**

**141 Department Head:** For purposes of this Employment Practices Compliance Manual, "Department Head" will mean the Superintendent of Highways for those employees who maintain Town roads, the Town Clerk for all employees in the Office of the Town Clerk, the Town Justices for all employees of the Court, the Recreation Director for all employees in the Town's recreation program, and the Town Supervisor for all other employees.

**142 Employee:** For the purposes of this Employment Practices Compliance Manual, the term "employee" will mean a person employed by the Town, including, but not limited to, provisional employees, probationary employees, temporary employees, seasonal employees, and appointed members of a board or commission, but not an Elected Official or an independent contractor.

## **1.5 Employee Classifications**

**151 Full-Time Employee:** For purposes of this Employment Practices Compliance Manual, the term "full-time employee" will mean an employee who is regularly scheduled to work a minimum of thirty-five per week throughout the year; or who is *regularly scheduled* to work at least a total of 1820 hours per year. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the the definition of full-time employee.*

**152 Part-Time Employee:** For purposes of this Employment Practices Compliance Manual, the term "part-time employee" will mean an employee who is regularly scheduled to work less than thirty-five per week throughout the year; or who is *regularly scheduled* to work less than a total of 1820 hours per year. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the definition of part-time employee.*

**153 Temporary Employee:** For purposes of this Employment Practices Compliance Manual, a "temporary employee" will mean someone who is called in to work on an interim or "as-needed" basis for a specified period or to replace an employee who is on an approved leave of absence. Temporary employees will be hired in accordance with Civil Service guidelines.

**154 Seasonal Employee:** For the purpose of this Employment Practices Compliance Manual, a "seasonal employee" shall mean someone employed to work for a given season. Seasonal employees will be hired in accordance with Civil Service guidelines.

## **PART 2 PERSONNEL PROCEDURES**

### **2.1 Procedure for Filling Vacancies**

**21.1 Initiation of Procedure for Filling Vacancies:** In the event a Department Head needs to create a new position or fill a vacancy in an existing position, the Department Head should notify the Town Supervisor and prepare a summary of the duties, responsibilities, and requisite skills and qualifications. The Town Board will determine if the vacancy is to be filled; whether the position is to be filled as a full-time, part-time, temporary, or seasonal position; and determine if the position is funded with appropriations. Thereafter, the Town Supervisor will contact the Dutchess County Civil Service to confirm that the job title is approved for the Town of Beekman or, if the job title has not been approved, to request that the agency commence the approval process. To provide transparency and fairness in the Town's hiring process, all Department Heads shall maintain a list of all applicants who submitted an application for an open town position, a list of all persons who were interviewed and any other information that was considered by the Department Head in the selection process. A copy of this information shall be submitted with the Department Heads Request for Personnel Change (RPC).

**21.2 Notification of Vacancies:** A position vacancy announcement shall be posted on the Town's official bulletin board, the Town's website, the department's social media page and two outside public sources such as Indeed and Hudson Valley Help Wanted. For certain positions, the Town Board may determine to advertise the vacancy or use other means to create a group of applicants.

**21.3 Employment Applications:** Misrepresentations, falsifications, or substantial omissions in the employment application may exclude the applicant from further consideration or, if employed, result in termination of employment.

**21.4 References and Background Checks:** Applicants will be required to complete and sign an employment verification information request form, background verification authorization form, hold harmless statement, and, when appropriate, a credit and consumer report authorization form. Thereafter, the Town Supervisor, or designee, will check the employment references of final applicants.

**21.5 Pre-employment Physical and Drug Test:** Applicants will be required to have a pre-employment physical examination. Such physical examination shall include testing for drugs. Employment shall be conditioned on the applicant passing the physical examination and drug screening tests.

**21.6 Appointment to Vacancies:** Unless otherwise prescribed by the State of New York, the selection of internal and/or external applicants will be at the sole discretion of the Town Board.

**21.7 Required forms:** All employees shall be required to meet with the Town's human resource manager prior to commencing employment with the town and prior to separation in order to ensure that each employee understands the policies and procedures contained in this manual; completes all necessary paperwork and has made other requisite arrangements.



## **2.2 Civil Service Agency**

**221 Web Link:** The Rules and Regulations of the Dutchess County Civil Service agency pertain to employees of the Town of Beekman. More information may be found on the Dutchess County website:

<http://www.co.dutchess.ny.us/CountyGov/Departments/Personnel/PSindex.htm>

## **2.3 Oath of Office**

**231 Town Officer:** Each Town Officer as defined in the Town Law and the Public Officers Law, must take the Oath of Office in accordance with Town Law Section 25 and Public Officers Law Section 10, which must be administered prior to commencing the duties of the position and be filed in the office of the Town Clerk within thirty calendar days of commencement of the term of office. Each official who is re-elected or re-appointed to a subsequent term must take the Oath of Office for each term.

**232 New Employees:** Each newly hired employee, except a temporary employee or seasonal employee, must take the Oath of Office. The Oath must be administered prior to commencing the duties of the position and be filed in the office of the Town Clerk within thirty calendar days of commencement of the term of office.

## **2.4 Probationary Period**

**241 Length of Probationary Period:** An employee's original appointment to a position in the exempt, competitive, non-competitive, or labor class will be as prescribed in the rules and regulations of the Dutchess County Civil Service agency. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the length of the probationary period.*

**242 Successful Completion of Probationary Period:** In accordance with Civil Service rules and regulations, following the completion of the maximum probationary period, the appointment will become permanent upon written notice that an employee has successfully completed the probationary period, unless the probationary period was extended in accordance with the rules and regulations of the Dutchess County Civil Service agency.

**243 Failure to Successfully Complete Probationary Period:** The Town may dismiss an employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. If the performance or conduct of an employee serving a probationary period is not satisfactory and such employee had previously been a permanent employee of the Town who had been promoted or transferred, the employee shall be returned to the employee's former permanent position at the end of the probationary period. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on failure to complete the probationary period.*

## **2.5 Personnel File**

**251 Content:** The personnel records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

**252 Location of Files:** All original personnel records for current employees will be kept in the "Town Vault" and will be maintained and controlled by the Town Supervisor. All Immigration (I-9) Forms will be kept in a separate file apart from the employee's personnel file. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

**253 Change in Status:** An employee must immediately notify the office of the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

**254 Employee Access:** A current employee may review and copy the contents of the employee's own personnel file; however, access to certain documents may be limited, for example: an employee may not have unrestricted access to attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Town Supervisor. Someone authorized by the Town Supervisor must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on access to personnel files.*

## **2.6 Corrective Action and Discipline**

**261 Policy Statement:** It is the policy of the Town of Beekman that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Corrective action may be necessary when an employee has violated a policy, rule, regulation, or procedure or has demonstrated performance deficiencies. Corrective action may include counseling or initiating formal disciplinary action against an employee.

**262 Counseling:** Counseling employees, rather than initiating formal disciplinary action, may be the appropriate first step in addressing misconduct or performance deficiencies. The purpose of counseling is to inform the employee of the misconduct or the performance deficiency, deter its recurrence, and inform the employee of the consequences if the conduct is repeated or the performance is not improved. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a timeframe for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum.

**263 Discipline:** Depending on the circumstances, the Town will normally apply "progressive discipline" which may include, but is not limited to, a written reprimand, suspension without pay, demotion, or termination of employment. Notwithstanding the above, the Town has the right to discipline employees without engaging in progressive discipline if the situation so warrants and the right to impose penalties in any manner it deems appropriate.

**264 Investigations:** In most situations, an investigation will be conducted by the appropriate Department Head or other designated person. Unless otherwise authorized by the Town Board, employees who are participants in an investigation are not to disclose the content or particulars of the investigation. All employees are required to fully cooperate in the investigation and respond truthfully to all questions. Failure to cooperate and to be truthful may subject the employee to appropriate corrective action. The Town has the right to suspend an employee, with or without pay, while an investigation is conducted.

**265 Due Process Procedures:** Employees covered by **Section 75 of New York State Civil Service Law** will be disciplined in accordance with the procedures contained therein. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

## **2.7 Rules of Conduct**

**27.1 Prohibited Conduct:** An employee who is found to have violated the policies, procedures, rules, or regulations communicated in this Employment Practices Compliance Manual or is found to have engaged in misconduct or has failed to correct poor performance may be subject to disciplinary action.

**27.2 Per Se Violations:** The actions listed in this section will generally be regarded as just cause for immediate termination of employment. This list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases.

- Illegal harassment (including sexual harassment) of another employee, Elected Official, resident of the Town, or any other person, whether on or off Town premises, on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender or any other legally-protected characteristic.
- Intimidating, coercing, threatening or assaulting another employee, Elected Official, resident of the Town, or any other person, whether on or off Town premises.
- Possession of weapons, including but not limited to firearms, explosives, or knives (except for pocket knives) on Town property or in Town vehicles.
- Possession, use, or being under the influence of alcohol or controlled substances during hours of work or while on Town property or in Town vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, or any other person.
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Preparation or manipulation of another employee's time record.
- Acts of sabotage, including the work of another employee.
- Making false statements about another employee, Elected Official, Town Board, or resident of the Town.
- Gross insubordination or willful refusal to comply with the lawful order or instruction of a Department Head.
- Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, or any other person.
- Unauthorized expenditure of Town funds.

- Illegal gambling while on duty.

**273 Misconduct:** An employee found to have committed any of the actions listed in this section will be subject to appropriate disciplinary action, including termination of employment. This list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases.

- Willful violation of Town's policies, procedures, rules, or regulations.
- Willful refusal to comply with the lawful order or instruction of a Department Head.
- Willful work slowdown, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.
- Sleeping on the job.
- Personal activity during paid work time without the expressed permission of the appropriate supervisor.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.

## **28 Code of Ethics**

**281 Policy Statement:** Pursuant to the provisions of Section 806 of the General Municipal Law, the Town Board recognizes that there are rules of ethical conduct for Elected Officials and employees which must be observed so as to maintain a high degree of moral conduct and public confidence. Therefore, the Town Board has adopted rules of ethical conduct which are in addition to Article 18 of the General Municipal Law and any other law pertaining to ethical conduct or interest in contracts.

## 29 Civil Service Law – Section 75

**29.1 Summary:** New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

**29.2 Covered Employees:** The following employees are generally covered under Section 75:

- A newly hired employee who has not completed the minimum probationary period as determined by the Dutchess County Civil Service agency.
- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive Class** who has been employed for at least five years of continuous uninterrupted service in the non-competitive class, except when such an employee holds a position designated as confidential or policy influencing. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service in the non-competitive class;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

**293 Disciplinary Procedure:** The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure.*

- **Notice of Discipline** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD) which will contain the charges and specifications.
- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Town and the employee, the Appointing Authority will designate a hearing officer in accordance with Section 75 of Civil Service Law. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Appointing Authority along with the hearing officer's recommendations for review and decision.

**294 Right to Representation:** The employee may have representation by counsel at the hearing and may summon witnesses on the employee's behalf.

**295 Suspension Without Pay Pending Determination of Charges:** Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

**296 Penalties:** In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Written reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Town employment.

**297 Limitations:** Notwithstanding any other provision of law, no disciplinary proceeding may be commenced more than eighteen months after the occurrence of the alleged misconduct or incompetence. Such limitation will not apply where the misconduct or incompetence would, if proved in a court of appropriate jurisdiction, constitute a crime.

**298 Filing Requirements:** In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the employee's personnel file. A copy will also be filed with the Dutchess County Civil Service agency.



## **PART 3 OPERATIONAL POLICIES**

### **3.1 Hours of Operation**

**311 Normal Hours of Operation:** The Town Board establishes the normal hours of operation at the annual organizational meeting. An employee's Department Head will establish the employee's work schedule, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. The Town Board reserves the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of hours of work.*

**312 Department Absences:** In the event a department cannot be staffed at certain times during the day, basic departmental forms should be readily available for distribution and/or collection. It is the Department Head's responsibility to determine what services are to be provided and to schedule coverage of these basic services during scheduled business hours.

### **3.2 Emergency Situations**

**321 Closing Procedures:** In the event extraordinary weather conditions or other emergencies develop prior to the beginning of the workday, the Town Supervisor may authorize the closing of non-emergency operations and excuse certain employees from work, or, if extraordinary weather conditions or other emergencies develop during a workday, the Town Supervisor may direct that certain employees who perform non-essential services leave work.

**322 Closing Affect on Compensation:** Pay for FLSA non-covered or exempt employees will not be affected by an emergency closing. Pay for FLSA non-exempt employees will be in accordance with the provisions below:

- **During Work** - A full-time employee or part-time employee who is directed by the Town Supervisor to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.
- **Prior to Reporting to Work** - If a determination is made to close operations prior to the start of a workday, the Town Supervisor will initiate notification to all affected employees. A full-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. *A part-time employee who is directed not to report to work will not be paid for the workday.* Such part-time employee may choose to make-up the time at a later date if agreed to by the Department Head. An employee who has previously scheduled a paid leave day must still charge the absence for the day to the appropriate paid leave.

### **3.3 Meal and Rest Periods**

**331 Meal Periods:** An employee who works more than six hours in a given day will receive a paid meal period not to exceed thirty minutes. Meal periods will normally be in the middle of the employee's workday.

**332 Observance of Meal Periods:** An employee who works more than six hours in a given day is required to take the scheduled meal period. The meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of meal periods.*

**333** For "Seasonal Recreation Summer Staff", the required meal period defined in 3.3.1 and 3.3.2 above will be **without pay**. Such employees must log out from work at the beginning of the meal period and log in when returning to work.

### **3.4 Time Records**

**341 Individual Time Records:** All employees are required to complete an individual time record showing the daily hours worked and authorized paid leave taken. Each employee must comply with the following procedures:

- All time worked, including the beginning and ending time, must be recorded;
- All paid and unpaid leaves of absence must be recorded;
- Employees must complete their own time record;
- The time record must be verified and signed by the Town Supervisor;
- The Department Head is to submit time records to the Bookkeeper by Monday at 12:00 noon of the payroll week.

**342 Correction of Errors:** An employee must immediately bring errors in time records to the attention of the Department Head who will investigate the matter and make and initial the correction once the error has been verified.

**343 Falsification of Time Records:** An employee who falsifies or alters the employee's own time record or the time record of another employee, or completes a time record for another employee, may be subject to disciplinary action. In justifying circumstances where an employee is not able to complete the employee's own time record, the Department Head may complete the time record on behalf of the employee.

### **3.5 Expense Reimbursement**

**351 Policy Statement:** Upon proper authorization of the Town Board, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, mileage, parking, highway tolls, and training and membership fees and licenses. All required documentation and corresponding receipts must be submitted to the Bookkeeper by the first business day of each month in order for the reimbursement to be processed.

**352 Mileage:** An employee who is directed by the appropriate Department Head to use the employee's own vehicle to conduct Town business will be reimbursed at the then current mileage rate set by the Internal Revenue Service.

**353 Education and Training:** Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. Employees must first seek approval from their Department Head before the request is presented to the Town Board. *An employee who is a member of a collective bargaining unit is not covered by or eligible for this Education and Training provision.*

**354 Required Membership Fees:** Upon proper authorization of the Town Board, an employee required to hold membership in a professional organization as part of the employee's job will be reimbursed for any required dues and/or fees. *An employee who is a member of a collective bargaining unit is not covered by or eligible for this Membership Fees provision.*

### **3.6 Supplies, Tools, and Equipment**

**361 Supplies:** An employee may not use office supplies for personal use, including, but not limited to, paper, envelopes, and postage.

**362 Office Tools and Equipment:** An employee may not use computers, fax machines, and copiers for personal use or for furtherance of any business or personal financial gain.

**363 Mechanical Tools and Equipment:** An employee may not use the Town Garage or tools and equipment for personal use. An employee must repair or replace any tool either lost or damaged by the employee as a result of negligence or intentional misuse.

**364 Fuel:** An employee may not use gasoline, fuel oil, or motor oil for personal use or for any other vehicle not owned by the Town.

### **3.7 Vehicle Usage Policy**

**371 Use of Town Vehicles:** Vehicles owned, leased, or rented by the Town are assigned to an employee for the sole purpose of conducting Town business. Only authorized employees may drive Town vehicles. Town vehicles may only be used for authorized Town business and may not be used for the personal use or private gain or to transport unauthorized individuals or materials, except as noted below.

**372 Use of Personal Vehicle for Town Business:** The Town is not responsible for any damage to an employee's personal vehicle while on Town business.

Therefore, an employee who drives a personal vehicle to conduct Town business must have auto liability insurance (for both bodily injury and property damage) and proof of a minimum policy for liability coverage of \$100,000 per person and \$300,000 per accident. Proof of such insurance is required upon hire and on an annual basis thereafter. In the event an employee's liability insurance lapses, the employee must immediately notify the Town Supervisor.

**373 Traffic Violation:** An employee is responsible for paying the cost of any traffic or parking tickets, moving violations, or fines that result from driving while on Town business.

**374 Accident:** An employee must notify the Town Supervisor immediately in the event of an accident, theft, or damage involving vehicle owned, leased, or rented by the Town or the employee's own personal vehicle being used for Town business, regardless of the extent of the damage or lack of injuries. A law enforcement officer must be summoned to the scene of any accident involving a Town employee or vehicle being used for Town business. The employee must cooperate with any law enforcement officer who is investigating the accident but should not make any statements or provide information to anyone else. An Accident Report from the police must be submitted to the Town Supervisor.

**375 Town Vehicle Maintenance:** Employees are responsible for maintaining Town vehicles in a neat and clean condition at all times. Papers and garbage must be removed from the vehicle at the end of each trip. Vehicles should be maintained in a safe and secure condition when not in use. It is the employee's responsibility to notify the Town Supervisor of any needed maintenance or repair work on a Town vehicle.

No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature that have been authorized by the Town Board.

**376 Policy Violations:** Violations of this policy may result in loss of vehicle driving privileges and/or disciplinary action, up to and including termination of employment.

### **3.8 Driver's License**

**381 Requirement to Possess a Driver's License:** An employee who is required to drive a vehicle owned, leased, or rented by the Town or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment. Proof of such license must be on file with the Town.

The driving records of applicants and employees who apply for positions that involve driving as a part of job duties are checked following a conditional offer of employment. Thereafter, the Town conducts motor vehicle record checks on a regular basis.

**382 Loss or Suspension of Driver's License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Town Supervisor in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's continued employment with the Town, including termination of employment for inability to perform the duties of the job.

**383 Suspension of Driving Privileges:** An employee's driving privileges may be suspended for receiving an excessive number of traffic citations, regardless of whether the citations were received while driving on Town business. If an employee's driving privilege is suspended and the employee's position requires use of a vehicle, the employee's continued employment with the Town may be affected, including termination of employment for inability to perform the duties of the job.

**384 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle which requires a Commercial Driver's License (CDL) must maintain such license.

**385 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Town Supervisor in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town, including termination of employment for inability to perform the duties of the job. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Town Supervisor within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

### **3.9 Telephone / Cell Phone Usage**

#### **3.9.1 Guidelines:**

If an office is unable to have someone personally answer calls, arrangements must be made with another office for telephone coverage or an answering device must be in operation;

An employee **may not** make or receive personal telephone calls during work hours, except in an emergency or to check briefly on family matters;

An employee **may not** make or receive personal calls on a Town-provided telephone or cell phone, except in an emergency. The employee must reimburse the Town for the cost of the call.

**3.9.2 Personal Cell Phones:** Personal cell phones must be turned off or in the silent mode when in Town Hall.

### **3.10 Information and Security Breach Policy**

All employees and Elected Officials are to refer to the Town's **Information and Security Breach Policy**, which is attached to this Manual.

### **3.11 Computer Use Policy**

All employees and Elected Officials are to refer to the Town's **Computer Use Policy**, which is attached to this Manual.

### **3.12 Solicitations/Distributions**

**3121 During Work:** An employee may not distribute literature or solicit other employees during working hours.

**3122 Political Literature:** An employee may not distribute political campaign materials at any time on property owned, leased, or operated by the Town.

### **3.13 Visitors**

**3131 Policy Statement:** It is the policy of the Town not to allow personal visitors during working hours, except for emergency situations. Visitors are allowed for brief visits during an employee's meal period as long as such visit does not interfere with Town operations or interrupt other employees who are still working.

### **3.14 Personal Property**

**3141 Policy Statement:** An employee is not to bring unnecessary or inappropriate personal property to work.

**3142 Inspections:** Desks, lockers, and other storage areas may be provided for the convenience of employees but they remain the sole property of the Town. The Town is not responsible for loss or damage to personal property placed in such storage devices. In the event the Town has reasonable suspicion to believe there are drugs, alcohol, weapons, or stolen property in such storage areas, the Town can inspect such storage devices, as well as any articles found within them, at any time, with or without notice. The inspection will normally be done by two representatives of the Town and may or may not be made in the presence of the employee.

### **3.15 Town Property**

**3151 Employee Responsibility:** An employee will be responsible for any item issued by the Town which is in the employee's possession and/or control, such as, but not limited to the following:

- Equipment, including protective equipment
- Keys
- Books or other reference materials
- Identification badges
- Uniforms

**3152 Return of Property:** All Town property must be returned to the Town before the employee's last day of work.



### **3.17 Unauthorized Work / Outside Employment**

**3.17.1 During Working Hours:** An employee may not perform work for any entity other than the Town during the employee's assigned duties.

An employee may not receive any income or material gain for materials produced or services rendered while performing the employee's duties for the Town.

**3.17.2 During Non-Working Hours:** An employee may engage in other employment during non-working hours provided such employment does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town. The employee must inform the Town Supervisor of any outside employment in order to prevent a possible conflict of interest.

An employee may not use Town-owned equipment, supplies, or other property, including any item that identifies the employee as working for the Town, to perform work for another entity or for the employee's own monetary gain.

## **PART 4 ABSENCE POLICIES**

### **4.1 Attendance**

**4.1.1 Tardiness:** An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must notify the appropriate Department Head as soon as possible **before** the employee's scheduled starting time. The reason for tardiness and the expected time of arrival must be indicated to the Department Head.

**4.1.2 Unscheduled Absences:** An employee who is unable to report to work must personally notify the appropriate Department Head as soon as possible **before** the employee's scheduled starting time. The employee must speak directly with the Department Head, unless the Department Head authorizes the use of an answering device for this purpose, indicating the reason for the absence and when the employee expects to return to work. Asking another person to call in on the employee's behalf is not permitted. Notification requirements may be waived in cases of emergency.

An employee who has frequent unscheduled absences may be required to provide documentation of the reason for any future absences.

**4.1.3 Unexcused Absences:** Notification of an absence to the Department Head does not automatically mean the absence is authorized. Any time off from work that is without approval of the appropriate Department Head is considered an unexcused absence. An unexcused absence is without pay and may result in disciplinary action, up to and including termination.

**4.1.4 Daily Notification:** In the event an employee is unable to report to work, the employee must notify the appropriate Department Head **each** day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

**4.1.5 Leaving Work:** An employee must obtain prior approval from the appropriate Department Head to leave an assigned worksite during working hours due to a non-work related reason.

## **4.2 Jury Duty Leave**

**421 Federal Jury Duty:** A full-time employee who is required to serve on Federal jury duty, as certified by the Clerk of the Court, will be paid the difference between the employee's regular daily rate of pay and jury duty pay.

**422 State or Local Jury Duty:** In the event a full-time employee or part-time employee is required to serve on jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty. A temporary or seasonal employee will not receive paid jury duty leave, however, such employee will be given time off for jury duty.

**423 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the appropriate Department Head.

**424 Return to Duty:** In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. This does not apply to Federal Court held in New York City or White Plains.

### **4.3 Family and Medical Leave Policy**

**431 Statement of Compliance:** The Town of Beekman applies the provisions of the Family and Medical Leave Act (FMLA) and Civil Service Law when administering leaves under this policy.

**432 Summary:** The Town's Family and Medical Leave Policy (FMLP) allows an eligible employee a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve month period for certain family and medical reasons. The twelve-month period is a "rolling period" measured backward from the date an employee uses any FMLP leave. At the conclusion of the leave of absence, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and working conditions, provided the employee returns to work immediately following such leave.

**433 Types of Unpaid Leave:** An eligible employee will receive an unpaid leave under the following circumstances:

- **Sick Leave of Absence** – An employee who is unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The Town requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, from the employee's health care provider.

In addition to leave provided under this FMLP, an employee may be eligible for a leave of absence pursuant to Civil Service Law Section 71 (work related disability) or Section 72 (non-work related disability). Such leaves are concurrent with the designated Family and Medical Leave. Employee should consult with the Office of the Town Supervisor for further details regarding these provisions.

- **Parental Leave of Absence** – A female employee, when not disabled by pregnancy or childbirth (see above), and a male employee may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- **Family Care Leave of Absence** – An employee may be granted a family-care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. The Town requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

**434 Eligibility:** To be eligible for an unpaid leave under Town's Family and Medical Leave Policy (FMLP), an employee must meet the following requirements:

- The employee must have worked for the Town for at least twelve months before the leave request (these need not be consecutive);
- The employee must have worked for the Town for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and
- Spouses who both work for the Town of Beekman are allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a parent, during any twelve month period.

**435 Definitions:** The following terms are fully defined in the Federal Regulations on the Family and Medical Leave Act, 29 CFR Part 825. For the purpose of this policy, the following definitions will apply:

- **Serious Health Condition** will mean an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility including any period of incapacity (as contained in the Federal Regulations), or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:
  - \* A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;
  - \* A period of incapacity due to pregnancy or prenatal care;
  - \* A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - \* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - \* A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Health Care Provider** will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.

- **Family Member will/mean and refer to:**

- \* **Spouse** - as defined or recognized under State law for purpose of marriage;
- \* **Parent** - biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a son or daughter, as defined in directly below. This term does not include an employee's parents "in law";
- \* **Child** - biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is either under age eighteen, or age eighteen or older and "incapable of self-care (as defined in the Federal Regulations) because of a mental or physical disability". Persons who are "*in loco parentis*" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**4.3.6 Notification Requirements:** If the need for leave is foreseeable, the employee must give notice, in writing, to the Town Supervisor at least thirty calendar days prior to the commencement date of the unpaid leave. The employee must complete the **Leave of Absence Request Form** and submit the form to the Town Supervisor for review. The failure of an employee to give the thirty-day notice with no reasonable excuse for the delay may result in the delay of the employee taking the leave until thirty calendar days from the date of notice. When the need for leave is unforeseeable, verbal notice to the Town Supervisor will be allowed.

**4.3.7 Status Reports:** The employee must periodically update the Town Supervisor as to the employee's status and intent to return to work.

**4.3.8 Medical Certification:** The employee must produce a medical certification issued by a health care provider which supports the need for a leave under this policy. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, within fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. Medical certification forms are available from the Office of the Town Supervisor. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time.

The Town Supervisor may request a second opinion by another health care provider. The Town will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Town Supervisor may, again at the Town's expense, obtain a third opinion from a health care provider approved jointly by the Town Supervisor and the employee. This third opinion will be final and binding.

**4.3.9 Leave for the Birth, Adoption or Foster Care Placement of a Child:** Leave for the birth of a child or the placement of a child for adoption or foster care must be taken within twelve months from the date of the birth or placement.

**4.3.10 Certification for Adoption/Foster Care:** An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.

**4.3.11 Employment Restrictions During Leave of Absence:** While on an approved unpaid leave, the employee may not be employed by another entity during the same hours that the employee was normally scheduled to work for the Town of Beekman.

**4.3.12 Use of Accrued Paid Leave Credits:** An employee taking leave for the birth, adoption or foster placement of a child or to care for a spouse, child, or parent with a serious health condition must first use all vacation leave credits which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid FMLP leave does not extend the twelve-week period.

For leaves taken due to the employee's own serious health condition, the employee must first use all sick leave credits and then all vacation leave credits, which will be included in the maximum twelve-week period. However, in the event that the paid leave credits are greater than the maximum twelve-week period, an employee may use paid leave credits to extend the leave of absence beyond the twelve-week period, up to a maximum of one year. If, after the completion of the one-year leave of absence, the employee is medically unable to return to work (as determined by a health care provider) and the employee has leave credits remaining, the Town Board may authorize an extension of the employee's leave of absence until such benefits are exhausted. However, job reinstatement beyond the one-year leave of absence is not automatic and will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the rules and regulations of the Dutchess County Civil Service agency.

**4.3.13 Workers' Compensation:** Leaves taken under the Workers' Compensation may invoke the Town's Family and Medical Leave Policy (FMLP) provided the employee meets the eligibility criteria outlined in the eligibility section and the Town notifies the employee that it has designated such leave as FMLP leave. If the Workers' Compensation leave has been designated as FMLP leave by the Town, it can be counted against the employee's FMLP leave.

In accordance with the FMLA, an employee who has elected to receive Workers' Compensation benefits cannot be *required* to substitute paid leave credits during this period of leave.

**4.3.14 Medical Insurance:** During the period of authorized FMLP designated leave, an employee's eligibility status for medical insurance coverage will not change for up to a maximum of twelve weeks. In the event the employee has accumulated paid leave credits that extend beyond the twelve-week period, the employee's eligibility status for medical insurance coverage will not change as long as the employee is in "full-pay" status (refer to section in the Town's *Compensation and Benefits Manual* pertaining to Workers' Compensation regarding "Continuation of Medical Insurance".)

The employee's premium copayments must be paid on a timely basis in order to maintain the continuous coverage of benefits. Premium copayments will be at the same level as if the employee was working. Coverage will cease if premium copayments are not made within a thirty- calendar day grace period of the due date. In the event the employee fails to return to work after the authorized leave of absence period has expired, provisions of COBRA will apply. In addition, the Town may recover the premium payments it paid during any period of the unpaid leave except for the following circumstances:

The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,

Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

**4.3.15 Return to Work:** The following conditions for returning to work will apply:

- **Job Restoration** - At the conclusion of FMLP leave - provided that the employee returns to work immediately following such leave - the employee will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay, and working conditions. For an authorized leave of absence beyond one year, job restoration will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the rules and regulations of the Dutchess County Civil Service agency.
- **Medical Statement** - Before resuming employment, an employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- **Early Return** - An employee who intends to return to work earlier than anticipated must notify the Town Supervisor at least five business days prior to the date the employee is able to return.



#### **4.4 Unpaid Leaves of Absence**

**441 General Terms:** Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

**442 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**443 Return to Work:** An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

## **PART 5 COMPLIANCE POLICIES**

### **5.1 The Americans with Disabilities Act**

**5.1.1 Policy Statement:** It is the policy of the Town of Beekman to comply with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and recall, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities.

**5.1.2 Reasonable Accommodation:** Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Town and/or operations of a program. An employee who believes an accommodation is needed to perform the essential functions of the employee's job should contact the Town Supervisor.

**5.1.3 Pre-Employment Inquiries:** Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law.

**5.1.4 Complaint Procedure:** An employee who believes that the actions or words of an employee or non-employee have violated this policy should immediately report the behavior to the Town Supervisor. Refer to Section 5.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

**5.1.5 Application of Policy:** This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

## **5.2 Equal Employment Opportunity**

**521 Policy Statement:** The Town of Beekman is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of a person's race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/conviction record, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. This policy applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training, and social and recreational programs.

**522 Complaint Procedure:** An employee who believes that the actions or words of an employee or non-employee have violated this policy should immediately report the behavior to the Town Supervisor. Refer to Section 5.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

**523 Application of Policy:** This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

## **5.3 Fair Treatment**

**531 Policy Statement:** Town of Beekman recognizes the rich diversity of its employees and the varying cultures, backgrounds, and experiences they each bring to the workplace. The Town is committed to maintaining and promoting a work environment where similarities and differences are respected and valued. The Town will not tolerate harassment or discrimination of any kind in the workplace.

**532 Employee Responsibilities:** An employee is expected to treat coworkers, customers, vendors, suppliers, and other non-employees that the employee comes in contact with on the job with fairness, dignity, and respect. The Town prohibits any form of illegal discrimination or harassment, as well as other offensive behavior targeted towards an individual on the basis of legally protected characteristics, including but not limited to: race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/criminal record, disability, genetic predisposition or carrier status, or sexual orientation.

**533 Complaint Procedure:** An employee who believes that the actions or words of an employee or non-employee have violated this policy should immediately report the behavior to the Town Supervisor. Refer to Section 5.5 - Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

## **5.4 Sexual Harassment**

**5.4.1 Policy Statement:** The Town of Beekman is committed to maintaining a professional work environment where employees and non-employees are free from any form of illegal harassment, including sexual harassment. The Town takes all necessary measures to prevent sexual harassment in the workplace or, in the event it occurs, to stop the conduct immediately. The complaint procedure in Section 5.5 is intended to provide an effective mechanism for reporting and resolving promptly, good faith complaints of sexual harassment without any risk of repercussion to a complaining employee for filing a complaint of sexual harassment in good faith.

**5.4.2 Applicability of Policy:** The Town's anti-harassment and harassment prevention policies are set forth in the "Beekman Policy Statement and Procedure Against Sexual Harassment and other Forms of Harassment" (the "Policy Against Sexual Harassment"), which is attached to and incorporated into this Manual. All persons believing that they have been subjected to illegal harassment on any basis are urged to refer to the Policy Against Sexual Harassment.

**5.4.3 Employee Rights:** Nothing in the Policy Against Sexual Harassment should be construed as in any way limiting employees' rights to use the Dispute Resolution Procedure as described in this Employment Practices Compliance Manual.

**5.4.4 Conflict:** Regarding the Town's anti-harassment and harassment prevention policies, to the extent that a conflict arises between this Employment Practices Compliance Manual and the Policy Against Sexual Harassment, the latter will control.

## **5.5 Complaint Procedure and Investigations**

**551 Policy Statement:** Town of Beekman takes all complaints of discrimination, harassment, and sexual harassment seriously. A comprehensive complaint procedure has been developed to address any complaints received from employees and non-employees. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

**552 Applicability of Policy:** The Town's procedures for investigating harassment complaints, including those of sexual harassment, are set forth in the attached Policy Against Sexual Harassment. All persons believing that they have been subjected to illegal harassment on any basis are urged to refer to the Policy Against Sexual Harassment.

**553 Conflict:** Regarding the procedures to investigate harassment complaints, to the extent that a conflict arises between this Employment Practices Compliance Manual and the Policy Against Sexual Harassment, the latter will control.

## **5.6 Drug-Free Workplace**

**5.6.1 Statement of Compliance:** The Federal Drug-Free Workplace Act of 1988 is applicable to all recipients of Federal grants. In order to receive federal funds, the Town must certify to the granting Federal agency that it will provide a drug-free workplace in accordance with the legislation. As a recipient of Federal grants, the Town hereby complies with the requirements of the Drug-Free Workplace Act by adopting the following policy and drug-free awareness program:

**5.6.2 Policy Statement:** It is the policy of the Town of Beekman that the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance as defined in the Federal Act, is prohibited on the job or at the workplace.

**5.6.3 Sanctions:** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all workplaces and work-sites. An employee who is found to have violated this prohibition may be referred for counseling or rehabilitation and satisfactory treatment and/or may be subject to criminal, civil and disciplinary penalties, including termination of employment.

**5.6.4 Notification of Federal Agency:** Each employee must abide by this policy and notify the Town Supervisor of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days of the conviction. Thereafter, the Town will notify the granting federal agency within ten calendar days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, within thirty calendar days of receiving notice of a conviction, the Town will take disciplinary action against the employee and/or require such employee to satisfactorily participate in a substance abuse or rehabilitation program pursuant to Sections 702 and 703 of the Drug-Free Workplace Act.

## **PART 6 DISPUTE RESOLUTION**

### **6.1 Dispute Resolution Procedure**

**6.1.1 Definition of Dispute:** For the purpose of this Employment Practices Compliance Manual, a "dispute" will mean a claimed violation, misinterpretation, or inequitable application of any of the expressed provisions of this Employment Practices Compliance Manual.

**6.1.2 Step One:** An employee who claims to have a dispute may present the dispute to the Town Supervisor. The dispute must be submitted, in writing, within thirty calendar days from knowledge of the occurrence or from when the employee should have had knowledge.

The written dispute must specify the date of submission, the name of the employee, the date the dispute arose, the nature of the dispute, the provision of the Employment Practices Compliance Manual that was allegedly violated, misinterpreted, or inequitably applied, a statement of facts (including dates), and the remedy sought.

Within seven calendar days after receiving the dispute, the Town Supervisor will meet with the employee. Within seven calendar days after the meeting, the Town Supervisor will issue a written response to the dispute, which will be given to the employee and placed in the employee's personnel file.

**6.1.3 Step Two:** In the event the employee is not satisfied with the response from the Town Supervisor, the employee may submit the matter to the Town Board by filing a Request for Hearing with the Town Clerk. The Request for Hearing must be submitted, in writing, within seven calendar days from receiving the response from the Town Supervisor, or from when said response should have been received. The Request for Hearing must include a written statement of the dispute as outlined in Step One, above.

The Town Board will set the time and place for the hearing. The conduct of the hearing will be under the exclusive jurisdiction and control of the Town Board. All decisions rendered by the Town Board will be final and binding.

Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Town policy.

The Town Board may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.

**6.1.4 Union-Represented Employees:** *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement to determine if the employee's dispute may be subject to the grievance procedure contained in the collective bargaining agreement.*

**TOWN OF BEEKMAN**  
**EMPLOYMENT PRACTICES COMPLIANCE MANUAL**  
**ACKNOWLEDGMENT**

I hereby acknowledge that I have received a copy of the Town of Beekman Employment Practices Compliance Manual which communicates important information about the Town's employment policies and practices. I further acknowledge that I have read, or will read, the contents of the Employment Practices Compliance Manual and will contact the Town Supervisor if I have any questions.

I understand that the Employment Practices Compliance Manual does not create a contract of employment. I understand that the Town Board retains the right to interpret any part of the Employment Practices Compliance Manual and to amend or eliminate any part of the manual.

If I am covered by a collective bargaining agreement between the Town of Beekman and an employee organization, I understand that in the event an expressed provision within the collective bargaining agreement should conflict with an employment policy or practice within the Employment Practices Compliance Manual, the expressed provision of the collective bargaining agreement will control. If not, unless expressly excluded within a given section of the Employment Practices Compliance Manual, the Employment Practices Compliance Manual will apply to all employees.

I agree to abide by the personnel policies, procedures, rules and regulations communicated in the Employment Practices Compliance Manual.

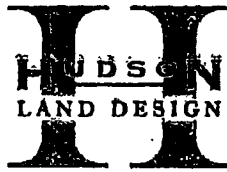
I understand that the Employment Practices Compliance Manual replaces any previous manual issued by the Town concerning the policies and practices contained within the Employment Practices Compliance Manual.

\_\_\_\_\_  
Employee name (please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date of Signature





*Civil & Environmental Engineering Consultants*  
174 Main Street, Beacon, New York 12508 (Main Office and Mailing Address)  
13 Chambers Street, Newburgh, New York 12550 (Satellite Office)  
Phone: 845-440-6926  
[www.HudsonLandDesign.com](http://www.HudsonLandDesign.com)

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May 8, 2023

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

Re: Beekman Recreation Baseball Field 1 Project  
Contractor Request for Payment #3

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #3 dated April 14, 2023 from Sport-Tech Construction Corp. requesting payment in the amount of \$156,000.00 less 5% retainage (\$7,800.00) less previous payments totaling \$95,475.00 for a total of \$52,725.00 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of November 11, 2022 through April 14, 2023. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet.

Therefore, we suggest that the Town Board authorize payment to Sport-Tech Construction Corp. in the amount of \$52,725.00 in order to satisfy Application and Certification for Payment #3. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

Daniel G. Koehler, P.E.  
Principal

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

enc: Application and Certificate for Payment #3 with Continuation Sheets  
Certified Payroll  
Partial Release  
Town Voucher

## APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:  
Town of Beekman  
4 Main Street  
Poughquag, NY 12570  
FROM CONTRACTOR:  
Sport-Tech Construction Corp.  
410 Route 22  
Brewster, NY 10508

PROJECT:  
Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1)  
31 Recreation Road  
Hopewell Junction, NY 12533  
VIA ARCHITECT:  
Daniel G. Koehler, P.E.  
Hudson Land Design Professional Engineering, P.C.  
174 Main Street, Beacon, NY 12508

APPLICATION #: 3  
PERIOD TO: 04/14/23  
PROJECT NOS: RFP: 2022-01  
CONTRACT DATE: 06/30/22

Distribution to:  
☒ Owner  
☐ Const. Mgr  
☐ Architect  
☐ Contractor

CONTRACT FOR: Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1)

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 158,000.00  
2. Net change by Change Orders \$  
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 158,000.00  
4. TOTAL COMPLETED & STORED TO DATE \$ 158,000.00  
(Column G on Continuation Sheet)  
5. RETAINAGE:  
a. 5.0% of Completed Work \$ 7,800.00  
(Columns D+E on Continuation Sheet)  
b. of Stored Material \$  
(Column F on Continuation Sheet)  
Total Retainage (Line 5a + 5b or  
Total in Column 1 of Continuation Sheet) \$ 7,800.00  
6. TOTAL EARNED LESS RETAINAGE \$ 148,200.00  
(Line 4 less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) \$ 95,475.00  
8. CURRENT PAYMENT DUE \$ 52,725.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 7,800.00

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

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

## CONTRACTOR:

By: [Signature] Date: 4/17/2023State of: NEW YORK  
County of: WHEATLANDSubscribed and sworn to before me this 17 day of April, 2023, Beth Golden  
Notary Public New York  
Reg. No. 01G06216912Notary Public: [Signature] My Commission Expires Feb. 1, 2026

## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 52,725.00

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

## ARCHITECT:

By: [Signature] Date: 5/8/2023

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

Schedule of Values

Page 1 of 1 Pages

PROJECT:  
Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1)  
31 Recreation Road  
Hopewell Junction, NY 12533

APPLICATION NUMBER: 3  
APPLICATION DATE: 04/17/23  
PERIOD TO: 14-Apr-23  
ARCHITECT'S PROJECT NO: RFP: 2022-0113-1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilization	30,000.00	22,500.00	7,500.00		30,000.00	100%		1,500.00
2	Bond/Insurance	20,000.00	20,000.00			20,000.00	100%		1,000.00
3	Demolition	10,000.00	10,000.00			10,000.00	100%		500.00
4	Fencing	21,000.00	10,500.00	10,500.00		21,000.00	100%		1,050.00
5	Safety Netting	70,000.00	35,000.00	35,000.00		70,000.00	100%		3,500.00
6	Grade Clay	5,000.00	2,500.00	2,500.00		5,000.00	100%		250.00
7									
8									
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SUBTOTALS PAGE 1		156,000.00	100,500.00	55,500.00		156,000.00	100%		7,800.00

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

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

Wein Construction of Form WH-347 is optional. It is mandatory for covered contractors and subcontractors performing work on Federally financed or guaranteed construction contracts to respond to the information collection contained in 29 C.F.R. §§ 2.2, 3.1, 5.1(a). The Opieland Act, 48 U.S.C. § 3142, contains and subcontractors performing work on Federally financed or guaranteed construction contracts in "federally funded" a statement with respect to the wage paid each employee during the preceding week. U.S. Department of Labor (DOL) requires that 29 C.F.R. § 5.1(a)(6)(ii) require contractors to submit weekly a copy of all payroll to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payroll is correct and complete and that each contractor or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine if employers have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Village and Hour Chapter, U.S. Department of Labor, Room 5356, 200 Constitution Avenue, N.W., Washington, D.C. 20210

**[OVER]**

Date November 21, 2022

Office Manager

Katharine Bicarl  
(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Sport-Tech Construction Corp.

(Contractor or Subcontractor)

on the

Beekman Recreation Baseball Field 1

(Building or Work)

that during the payroll period commencing on the

14th day of November 2022, and ending the 20th day of November 2022

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

Sport-Tech Construction Corp.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permitted deductions under the Federal Unemployment Tax Act (FUTA), 26 U.S.C. § 3301, 3729 C.F.R. Subtitle A), issued by the Secretary of Labor, and the Contract Act, as amended (48 Stat. 948, 65 Stat. 108, 72 Stat. 507, 78 Stat. 587, 40 U.S.C. § 3149), and described below:

(2) That any general stipendies under this contract required to be submitted for the above period are correct, and I declare that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications pertinent thereto for each laborer or mechanic conform with the work he performed.

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

(4) That:

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

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


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CAUSE)	EXPLANATION

REMARKS:

NAME AND TITLE Katharine Bicarl, Office Manager	SIGNATURE 
THE WAGES, CLASSIFICATION OF WORK, OR THE ABOVE STATEMENTS HAVE BEEN SELECTED IN CONNECTION WITH THE CONTRACT OR IN CONNECTION TO ONE OR MORE CONTRACTS, PROVISIONS, OR SECTION 3007 OF TITLE 18 AND SECTION 3729 OF TITLE 51 OF THE UNITED STATES CODE.	

U.S. Department of Labor  
Wage and Hour Division

PAYROLL  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No. 1235-0008 Expires: 07/31/2024
Sport-Tech Construction Corp.		410 Route 22 Brewster, NY 10506		
PAYROLL NO. 10	FOR WEEK ENDING 11/27/2022	PROJECT AND LOCATION Beekman Recreation Baseball Field 1 31 Recreation Road, Hopewell Junction, NY 12533	PROJECT OR CONTRACT NO. RFP: 2022-0113-1	

(1)  NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2)  IND. OR NON-IND. STATUS EXEMPTIONS	(3)  WORK CLASSIFICATION	(4) DAY AND DATE							(5)  TOTAL HOURS	(6)  RATE OF PAY	(7)  GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9)  NET WAGES PAID FOR WEEK				
			(10)  OT OR OT-15	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	Medicare	NYS Tax	OTHER	TOTAL DEDUCTIONS					
				Mon	Tues	Wed	Thurs	Fri	Sat											Sun			
				11/01	11/02	11/03	11/04	11/05	11/06											11/07			
Anthony Bama - 6092 16 Styvesant Road Carmel, NY 10512	0	Laborer	0									\$963.90											
			8	7.00	6.50					13.50	44.50	36.90		\$81.83	\$59.76	\$13.98	\$43.36	\$4.93	\$203.86	\$760.04			
Jose Bautista - 9017 197 S Regent St Port Chester, NY 10573	0	Laborer	0									\$1,660.05											
			8	7.50	1.75	8.00				23.25	44.50	36.90		\$226.13	\$102.92	\$24.07	\$84.09	\$8.48	\$445.69	\$1,214.36			
Miguel Bautista - 4848 256 Mamaroneck Ave Mamaroneck, NY 10543	0	Laborer	0									\$1,660.05											
			8	7.50	1.75	8.00				23.25	44.50	36.90		\$226.13	\$102.92	\$24.07	\$84.09	\$8.48	\$445.69	\$1,214.36			
John O'Connor - 8490 55 Mill Plain Road, Unit 32-11 Danbury, CT 06811	0	Laborer	0									\$606.90											
			8	2.00	4.00					8.50	44.50	36.90		\$38.99	\$37.63	\$8.80	\$22.48	\$3.10	\$111.00	\$495.90			
Bayron Sari-Chapa-1845 45 Starf Avenue Danbury, CT 06811	0	Laborer	0									\$1,035.30											
			8	7.50	7.00					14.50	44.50	36.90		\$90.40	\$64.19	\$15.01	\$47.54	\$5.29	\$222.43	\$812.87			
Sandro Velasquez - 5679 632 Mamaroneck Avenue Mamaroneck, NY 10543	2	Laborer	0									\$1,660.05											
			8	7.50	7.75	7.00				23.25	44.50	36.90		\$206.90	\$102.92	\$24.07	\$84.09	\$8.48	\$426.46	\$1,233.59			
			0																				
			8																				
			0																				
			8																				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 4.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 3.3(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information require the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, if you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 5302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date November 28, 2022

I, Katherine Bicari Office Manager  
(Name of Signatory Party) (Title)

do hereby state:

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

Sport-Tech Construction Corp.

on the

(Contractor or Subcontractor)

Beekman Recreation Baseball Field 1

(Building or Work)

21st day of November 2022, and ending the 27th day of November 2022

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

Sport-Tech Construction Corp.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

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

(4) That:

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

☐

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE


Katherine Bicari, Office Manager

SIGNATURE

*Katherine Bicari*

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

## PAYROLL



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

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

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

### Public Hearing Statement

We designate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this estimate of the burden of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Paperwork Reduction Project (0304-0047), U.S. Department of Labor, Room 5036, 200 Constitution Avenue, N.W., Washington, D.C. 20210.



Date December 5, 2022

I, Katherine Bicari Office Manager  
(Name of Signatory Party) (Title)

do hereby state:

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

Sport-Tech Construction Corp.

(Contractor or Subcontractor)

on the

Beekman Recreation Baseball Field 1

(Building or Work)

28th day of November, 2022, and ending the 4th day of December, 2022

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

Sport-Tech Construction Corp.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 897; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

☐

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒

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

(c) EXCEPTIONS.

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Katherine Bicari, Office Manager

SIGNATURE

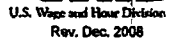
Katherine Bicari

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 972 OF TITLE 31 OF THE UNITED STATES CODE.

## PAYROLL

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

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



Rev. Dec. 2008

This certification of Form WH-347 is required by law. It is mandatory for covered contractors and subcontractors who perform work on Federal, State or local government contracts to sign this statement certifying to the information contained on this form. See 29 C.F.R. §§ 23.2, 8.60(a). The Civilian Control Act, Pub. Law No. 91-644 contains provisions regarding contractor and subcontractor performance work on Federally funded or assisted (contractual) contracts. "Turkey waste" a statement with respect to the largest paid each employee during the preceding week." U.S. Department of Labor (DOL) requires that 29 C.F.R. § 8.60(a)(2) requires contractors to submit weekly a copy of all payments to its Federal agency contracting officer or forwarding the construction project, accompanied by a signed "Statement of Compliance" indicating that the payments are correct and complete and that each laborer or mechanic has been paid at least the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine if employees have received legally required wages and fringe benefits.

### Public Reading Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 3352, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date: March 13, 2023

I, Katherine Bicar Office Manager  
(Name of Signatory Party) (Title)

do hereby state:

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

Sport-Tech Construction Corp.

(Contractor or Subcontractor)

on the

Beekman Recreation Baseball Field 1

(Building or Work)

8th day of March 2023 and ending the 12th day of March 2023

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

Sport-Tech Construction Corp.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3129 G.P.R. Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987, 79 Stat. 357; 40 U.S.C. § 3145), and described below.

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

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

(4) That:

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

☐

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE  
Katherine Bicar, Office Manager

SIGNATURE

*Katherine Bicar*

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, IN ACCORDANCE WITH TITLE 18 AND SECTION 1028 OF TITLE 31 OF THE UNITED STATES CODE.

**U.S. Department of Labor**  
**Wage and Hour Division**

## PAYROLL

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

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



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

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		Rev. Dec. 2008																	
Sport-Tech Construction Corp.		410 Route 22 Brewster, NY 10509		OMB No. 1235-0008 Expires: 07/31/2024																	
PAYROLL NO. 13		FOR WEEK ENDING 04/16/2023		PROJECT OR CONTRACT NO. RFP: 2022-D113-1																	
(1)		(2)	(3)	(4) DAY-AND DATE		(5)	(6)	(7) DEDUCTIONS					(8)								
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OR WORKER		SSN OR IDENTIFYING NUMBER	WORK CLASSIFICATION	OT RATE	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	Medicare	NY'S Ins.	OTHER	TOTAL DEDUCTIONS	NET WAGES, PHO FOR WEEK
					4/15	4/16	4/17	4/18	4/19	4/20											
Enrique Acosta - 2908-118 Palmer Avenue, Apt. 10 Mamaroneck, NY 10543	Q	Laborer	0									14.50	\$4.50	\$65.25	\$88.04	\$64.12	\$15.01	\$45.39	\$4.71	\$217.34	\$817.96
Juan Acosta - 2265-116 Palmer Avenue Apt. 10 Mamaroneck, NY 10543	Q	Operator	0									14.50	\$8.16	\$118.40	\$140.69	\$81.59	\$19.28	\$60.83	\$5.99	\$308.18	\$1,007.84
Victor Acosta - 4636-430 Fayette Avenue #2 Mamaroneck, NY 10543	0	Laborer	0									14.50	\$4.50	\$65.25	\$88.04	\$64.19	\$15.01	\$45.39	\$4.71	\$217.34	\$817.96
Anthony Bana - 6082-16 Styvesant Road Carmel, NY 10512	0	Laborer	0									3.75	\$4.50	\$16.88	\$0.14	\$16.60	\$3.88	\$4.59	\$1.22	\$26.43	\$241.32
Jose Bautista - 9017-197 S.Rapent St Port Chester, NY 10573	0	Laborer	0									4.00	\$4.50	\$18.00	\$1.93	\$17.91	\$4.14	\$5.31	\$1.30	\$30.39	\$255.21
Miguel Bautista - 4845-256 Mamaroneck Ave Mamaroneck, NY 10543	0	Laborer	0									4.00	\$4.50	\$18.00	\$1.93	\$17.71	\$4.14	\$5.31	\$1.30	\$30.39	\$255.21
James McGee - 9904-124 Route 292 Holmes, NY 12531	0	Laborer	0									7.50	\$4.50	\$33.75	\$18.07	\$33.50	\$7.76	\$17.90	\$2.64	\$89.37	\$246.13
John O'Connor - 8490-55 Mill Plain Road, Unit 32-11 Danbury, CT 06811	0	Laborer	0									14.00	\$4.50	\$63.00	\$83.76	\$61.98	\$14.49	\$43.43	\$4.55	\$208.20	\$791.49

[illegible]

### Public Budget Statement

We estimate that it will take an average of 55 minutes to complete this publication, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administration, Wage and Hour Division, U.S. Department of Labor, Room S-3202, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Washington, D.C. 20210

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

While compliance with FAR 19.7-4(c), if optional, is its mandatory for open-ended contracts and subcontracting agreements with Federal Government or classified construction contracts in response to the information contained in 29 CFR, 93.3.3, 5.6(a). The Copyleft Act, 19 U.S.C. 3.703 (c) requires that a contractor or subcontractor, in performing Federal Government or classified construction contracts, must submit weekly a statement with respect to the wages paid each employee during the preceding week. The U.S. Department of Labor, 29 CFR, 93.3.3, 5.6(b)(4) requires contractor to submit weekly a copy of all payments to the Federal agency contracting for or changing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that all labor or materials have been paid full (not less than) the Copyleft Act's own prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employer has received legally required wages and fringe benefits.

(over)

Date April 17, 2023

I, Katherine Bicarl Office Manager  
(Name of Signatory Party) (Title)

do hereby state:

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

Sport-Tech Construction Corp.

(Contractor or Subcontractor)

on the

Beekman Recreation Baseball Field 1

(Building or Work)

10th day of April 2023 and ending the 16th day of April 2023

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

Sport-Tech Construction Corp.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

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

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

(4) That:

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

☐

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE  
Katherine Bicarl, Office Manager

SIGNATURE

*Katherine Bicarl*

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 5729 OF TITLE 31 OF THE UNITED STATES CODE.

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

Date: April 17, 2023  
Project: Beekman Recreation - Baseball Field 1  
Address: 31 Recreation Road  
City: Hopewell Junction, New York 12533  
County: Dutchess  
State: New York  
Owner: Town of Beekman  
Contractor: Sport-Tech Construction Corp.

Contract Date:	<u>July 28, 2022</u>
Contract Price:	<u>\$156,000</u>
Net Extras & Deductions:	<u>                    </u>
Adjusted Contract Price:	<u>                    </u>
Amount Previously Paid:	<u>                    </u>
Current Payment Due:	<u>\$52,725.00</u>
Balance Due:	<u>                    </u>

In the consideration of payment made by **TOWN OF BEEKMAN** to Sport-Tech Construction Corp. for all work, labor, materials, equipment and services furnished through the period ending April 14, 2023 and pursuant to Payment Application #3 in connection with the project named above.

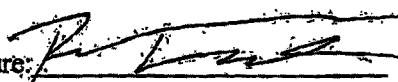
The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work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

The UNDERSIGNED further warrants that:

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

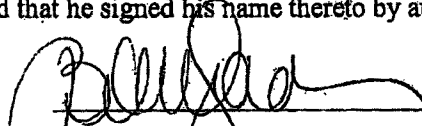
IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 17<sup>th</sup> day of April, 2023.

CONTRACTOR/SUBCONTRACTOR:

Signature:   
Print Name: Robert Tranchida  
Title: Secretary

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

On this 17th of April, in the year 2023, before me personally came Robert Tranchida, to me known, who, being by me duly sworn, did depose and say that he resides at 14 Scotts Lane, South Salem, NY 10590, that he is the President of the Sport-Tech Construction Corp., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he signed his name therefo by authority of the Board of Directors of the corporation.

  
Notary Public

Beth Golden  
Notary Public New York  
Reg. No. 01GO6216912  
My Commission Expires Feb. 1 2024