

**TOWN OF BEEKMAN TOWN BOARD**  
**Minutes for Tuesday September 12th, 2023**

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday September 12th, 2023. The meeting was called to order by Supervisor Covucci at 7:01PM. The following members were present: Supervisor Mary Covucci, 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** went over this evening's agenda items.

**Written Comments on Agenda Items: NONE**

**Public Comments on Agenda items: Bill Craine 254 Gardner Hollow Road, Resolution #9**, he thanked the Town Board for their time spent on the Joint Ethics Board committee, **Resolution # 3**, expressed concerns about the salt used by the Highway Department during the Winter months.

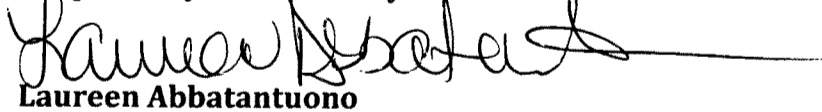
**Public Comments: Leonard Jerram 112 Beyer Drive**, questioned the Executive session at the August 15<sup>th</sup> meeting, would like the name of the Town Historian, asked what was replacing Montebello's pizza on Route 55, provided details of an event that will be held at Bill Craines farm the Saturday before Thanksgiving. **Bill Craine 254 Gardner Hollow Road**, wanted to welcome Leonard back to the Town Board meetings. He thanked the Town for the 911 Memorial Ceremony.

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

**Other Town Board Business: Councilman Battaglini**, Beekman Recreation center will hold a Vaccine Clinic (see attached) September 30<sup>th</sup> is Touch a Truck Day at Beekman Library, October 13<sup>th</sup> the Beekman Fire Dept will hold a Fire Drill and meet with students and staff for Fire Safety. **Town Clerk Laureen Abbatantuono**, provided dates and times for the 2023 School Tax collection.

**Supervisor Covucci made a motion at 7:32PM to adjourn the Town Board meeting, seconded by Councilman Battaglini, All in Favor, AYE.**

**Respectfully Submitted by Town Clerk**



**Laureen Abbatantuono**

20 September, 2023

**BEEKMAN TOWN BOARD  
TOWN BOARD MEETING AGENDA  
SEPTEMBER 12, 2023**

**7:00 PM**

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

**TOWN BOARD MEETING**

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

**RESOLUTIONS**

1. Approval of July 25, 2023 Minutes
  2. Approval of August 15, 2023 Minutes
  3. Approve Town of Beekman Budget Adjustment #2023-08
  4. Approve Rentals for "Go Fly a Kite Day"
  5. Approve Fall Cleanup Day
  6. Set Public Hearing for CDBG Grant for 2024
  7. Approve Date and Rentals for Fall Fun Day
  8. Reschedule Town Board Meetings thru November
  9. Rescind Intermunicipal Ethics Board Agreement
  10. Appointments to Boards
  11. Approve payment for Dover Ridge Well 3
  12. Approve Contract with Putnam County Monuments
  13. Approval of Payment of Claims
- 
- Other Town Board Business
  - General Board Comments
  - General Public Comments - 3 minute limit
  - **Next Regular Town Board Meeting: Tuesday, September 26, 2023 at 7:00 PM**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTION NO.09:12:23-1**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the July 25, 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 July 25, 2023 Town Board Meeting.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**Dated: September 12, 2023**

**RESOLUTION NO.09:12:23-2**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Deputy Town Clerk Amy Goetz has provided copies of the minutes of the August 15, 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 August 15, 2023 Town Board Meeting.

**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>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-3**  
**RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2023-8**

**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 #2023-08

**Budget Revisions for August 2023 # 2023-08**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b><u>General Fund</u></b>				
2023-08-01	A-1355-0404	Assessor Training	100	
	A-1355-0460	Assessor Software Support -Transfer for Training		100
2023-08-02	A-1420-0430	Hwy Legal Counsel	7,000	
	A-1420-0440	Labor Legal Counsel -Transfer for Legal Services		7,000
2023-08-03	A-1910-0400	Insurance Premiums	320	
	A-1910-0410	Insurance Expense -Transfer for Premium		320
2023-08-04	A-5132-0400	Garage Expense	380	
	A-5132-0418	Garage Repairs	2,620	
	A-1990-0400	Contingent Account -Transfer for Repairs + Expenses		3,000
2023-08-05	A-6772-0414	Aging Program Trips	4,296	
	A-1990-0400	Contingent Account -Transfer for Program Expenses		4,296
2023-08-06	A-7020-0401	Rec Office Supplies	150	
	A-7020-0400	Rec Office Expenses -Transfer for Office Supplies		150
2023-08-07	A-7110-0401	Parks Supplies	555	
	A-7110-0103	Parks STAFF O.T. -Transfer for Supplies		555

2023-08-08	A-7110-0497	Park Field Maintenance	2.704	
	A-1990-0400	Contingent Account		2,704
		-Transfer for Fields Treatment		
2023-08-09	A-7112-0470	Town Center Refuse	500	
	A-7112-0401	Town Center Supplies		500
		-Transfer for Refuse Removal		
2023-08-10	A-7114-0400	Beyer Park Expense	50	
	A-7114-0401	Beyer Park Supplies		50
		-Transfer for Park Expense		
2023-08-11	A-7510-0400	Hero Banner Expense	902	
	<u>A-7550-0400</u>	<u>Celebration Expense</u>	<u>400</u>	
	A-0000-2772	Hero Banner Fees		1,302
		-Collect Budget Expense Fees		
2023-08-12	<u>A-9950-0900</u>	<u>Transfer to Capital Fund</u>	<u>160,000</u>	
	A-0000-9912	Assigned For Capital Use	160,000	
		-New Increase for Garage Roof Project		
*2023-08-13	<u>A-1620-0210</u>	<u>Town Vehicle</u>	<u>50,000</u>	
	A-0000-9910	Assigned Fund Balance	50,000	
		-Provide Funding for Town Vehicle		

**Highway Fund**

2023-08-14	DA-5110-0118	General GHI Buyout	864	
	DA-5142-0102	Snow Longevity	10	
	DA-5142-0107	Snow Other Labor		874
		-Transfer for Labor Expenses		

**Capital Fund**

2023-08-15	H-5132-0500	Garage Improvements	176,000	
	H-5132-0440	Garage Engineering		13,010
	H-5132-0470	Garage Consulting		1,260
	<u>H-5132-0490</u>	<u>Garage Other Expense</u>		<u>1,730</u>
	H-0000-5030	Transfer In General Fund	160,000	
		-Increase in Garage Project Budget		
2023-08-16	H-7111-0440	Parks Engineering	139.55	
	H-7111-0480	Parks Other Expense		139.55
		-Correct Previous Revision		

**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 Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-4**  
**RE: APPROVE RENTALS FOR "Go FLY A KITE" Day**

**WHEREAS**, the 2023 Budget included funding for entertainment for Family Events an event has been scheduled September 16, 2023;

**NOW, THEEFORE, BE IT RESOLVED**, that the following expenditures for "Go FLY a KITE" Day are hereby authorized:

Just 4 Fun for the following inflatable Color Run Obstacle Course	\$550
 Oriental Trading Kites	 \$100.

**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>

**Dated: September 12, 2023**



**RESOLUTION NO. 09:12:23 -5**  
**RE: APPROVE 2023 TOWN FALL CLEAN UP DAY**

**WHEREAS**, the Town would like to offer a fall clean-up day for residents of Beekman on October 28, 2023 and

**WHEREAS**, the Town does not have its own transfer station; and

**WHEREAS**, the Town Board would like to advertise a Request for Proposals for Fall clean-up for residents;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the Town Clerk to advertise a Request for Proposal for Fall Clean-up; and

**BE IT FURTHER RESOLVED**, that the Request for Proposals will be advertised in the Poughkeepsie Journal, on the Town Clerk's Bulletin Board, and posted on the homepage of the Town of Beekman Website; and

**BE IT FURTHER RESOLVED** that the date for Fall Clean Up be set for October 28, 2023 from 7:00 a.m. to 2:00 p.m.

**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>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-6**  
**RE: APPLICATION FOR CDBG GRANT FOR 2024**

**WHEREAS**, the Town has received notification that Dutchess County is accepting municipal applications for the 2024 Community Development Block Grant (CDBG); and

**WHEREAS**, the town is desirous to submit an application,

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board is setting a Public Hearing to receive Public Comment on application ideas for a project and said Public Hearing be scheduled on the 26th day of September, 2023 at 7:05 PM, to be held at the Beekman Town Hall, 4 Main Street, Poughquag, NY, in the Town of Beekman, New York, and that notice of the time and place of the aforementioned Public Hearing be posted in the Town Clerk's Office, on the Town of Beekman Website and published in the Poughkeepsie Journal, a newspaper circulating in the Town of Beekman; and

**BE IT FURTHER RESOLVED** that the written public comment period will end on September 26, 2023 at 4:00 PM.

**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: September 12, 2023**

**RESOLUTION NO.09:12:23-7**  
**RE: APPROVE ENTERTAINMENT AND RENTALS FOR FALL INTO FUN COMMUNITY DAY**

**WHEREAS**, the 2023 Budget included funding for entertainment for the Annual Fall Festival scheduled for October 14, 2023 from 1:00 PM to 4 PM;

**NOW, THEREFORE, BE IT RESOLVED**, that the following expenditures for the Fall Festival are hereby authorized:

Just 4 Fun for the following games with delivery and setup:

Axe Throw	\$ 75.00
Hit the Bucket	\$ 35.00
Cow Milking Contest	\$195.00
Rattlesnake Roundup	\$ 75.00
Music by Ed Mullaney	\$200.00
Sugar Pumpkins	\$425.00
Magician Dylan Knight	\$ 50.00

**Introduced: COUNCILMAN LEMAK**

**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>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-8**  
**RE: RESCHEDULING OF FUTURE TOWN BOARD MEETINGS**

**WHEREAS**, the Town Board deems it necessary to reschedule the Town Board Meetings thru November 2023;

**NOW, THEREFORE, BE IT RESOLVED**, that the following schedule be observed thru the end of the Year.

Tuesday, September 26, 2023	Regular Town Board Meeting
Wednesday, October 4, 2023	Special Town Board Meeting (5PM)
Tuesday, October 10, 2023	Regular Town Board Meeting
Tuesday, October 24, 2023	Regular Town Board Meeting
Wednesday, November 8, 2023	Regular Town Board Meeting
Thursday, November 9, 2023	Special Town Board Meeting
Tuesday, November 28, 2023	Regular Town Board Meeting; and

**BE IT FURTHER RESOLVED** All meetings will take place at Beekman Town Hall, 4 Main Street at 7 PM the exception being the October 4, 2023 Special Town Board Meeting to be held at 5 PM.

**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>

Dated: September 12, 2023

**RESOLUTION NO. 09:12:23-9**  
**RE: RESCIND INTERMUNICIPAL AGREEMENT OF A JOINT ETHICS BOARD**

**WHEREAS**, the Supervisor and Town Board expect the highest ethical standards for members of the various boards, the town employees and all elected officials; and

**WHEREAS**, the Supervisor and Deputy Supervisor have helped to spearhead the formation of a Joint Ethics Board with neighboring municipalities so that an objective hearing can be held on ethical questions for the residents in different communities in the Southern Dutchess region;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Beekman would like to rescind the Intermunicipal Agreement (IMA) with the Towns of Beekman, East Fishkill, Pawling and the Village of Pawling due to its inability to move forward and in so doing return to the in Town Ethics Committee.

**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>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-10**  
**RE: APPOINT MEMBERS TO THE TOWN OF BEEKMAN ETHICS BOARD**

**WHEREAS**, on February 14, 2023, the Town of Beekman signed an Intermunicipal Agreement (IMA) with the Towns of Beekman, East Fishkill, Pawling and the Village of Pawling for the formation of a Joint Ethics Board to ensure objective hearings can be held; and

**WHEREAS**, on September 12, 2023, the Town of Beekman rescinded the Intermunicipal Agreement (IMA) with the Towns of Beekman, East Fishkill, Pawling and the Village of Pawling, and in so doing returns to the in Town Ethics Committee, and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Beekman Town Board does hereby make the following appointments to the Ethics Board:

Linda Bloomer	term to expire December 31, 2027
Carol Ewin	term to expire December 31, 2026
Christian Hanganu	term to expire December 31, 2025
Frank Lemak	term to expire December 31, 2024
Sheryl Puletz	term to expire December 31, 2023; and

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

**BE IT FURTHER RESOLVED**, that all appointees shall file their Oath of Office with the Town Clerk before taking office.

**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 Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-11**  
**RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT FOR THE DOVER  
RIDGE WELL PUMP 3 REPLACEMENT**

**WHEREAS**, the Town of Beekman is a party to a contract with F.P.S., LLC (the "Contractor") for the Dover Ridge Estates Water System - Well 3 Pump Replacement; and

**WHEREAS**, the Contractor has submitted an Application and Certification for Payment (# 1) dated July 18, 2023, requesting payment in the amount of \$27,800.00; 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 July 10, 2023 through July 16, 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 F.P.S. LLC in the amount of \$27,800.00 in order to satisfy Application and Certification #1,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to F.P.S. LLC as requested in Application and Certification for Payment # 1 in the amount NOT TO EXCEED \$27,800.00.

**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 Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: September 12, 2023**

**RESOLUTION NO. 09:12:23-12**  
**RE: APPROVE CONTRACT WITH PUTNAM COUNTY MONUMENTS FOR ARMED FORCES PLAQUES**

**WHEREAS**, the Town of Beekman has been awarded \$15,000 through the 2022 Veterans Microgrant Program for the installation of Plaques to Honor all Branches of Service , and

**WHEREAS** the Town Board has solicited quotes in conformity with its purchasing policy and received (3) three responses, from Putnam County Monuments, Barre Memorials and Weidner Memorials for the purchase and installation of the monuments and plaques to be added to Remembrance Park;

**NOW, THEREFORE, BE IT RESOLVED**, The Town Board awards the project to Putnam County Monuments in the amount of \$13,483.00 for the five (5) Monolith Memorials with Bronze Medallions and \$3,640.00 for the foundation work, and

**AND, BE IT FURTHER RESOLVED**, that the Supervisor is authorized to sign a contract with Putnam County Monuments as attached herewith.

**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>

Dated: September 12, 2023



**RESOLUTION NO. 09:12:23:13**  
**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	\$ 171,424.03
Claims to be paid from the DA-Highway Fund	\$ 37,141.32
Claims to be paid from the SS-Dover Ridge Sewer	\$ 4,520.55
Claims to be paid from the SW-Dover Ridge Water	\$ 30,585.11
Claims to be paid from the T-Trust-Fund	\$ 9,915.60
Claims to be paid from the H-Capital Fund	<u>\$ 1,109.37</u>
	<u>\$ 254,605.98</u>

**8/17/2023 Payroll #17**

General Fund	\$ 69,237.36
Highway Fund	<u>\$ 23,232.06</u>
	<u>\$ 92,469.42</u>

**8/31/2023 Payroll #18**

General Fund	\$ 55,660.29
Highway Fund	<u>\$ 21,730.34</u>
	<u>\$ 77,390.63</u>

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**Dated: September 12, 2023**



# PUTNAM COUNTY MONUMENTS

customerservice@putnamcountymonuments.com

(845) 200-7615

198 Route 52, Carmel, NY 10512

putnamcountymonuments.com

September 7, 2023

Amy Goetz  
4 Main Street  
Poughquag, New York 12570

Ms. Goetz,

Thank you for contacting us to assist in your project for the Town of Beekman. We appreciate the opportunity. We're honored to be a part of this project and will do all we can to make it a successful endeavor for everyone involved.

During our over 100 years in operation, we have become an area leader in granite manufacturing, carving and masonry. Our unique 360-degree approach combined with full project management ensures your project will be completed in a timely manner and within budget. We are there with you every step of the way from project conception through completion.

The enclosed proposal provides a breakdown of the various components of the project along with associated costs. In our preparation of this quote, we worked aggressively to find every possible savings. The work will be done under the supervision and management of one Project Manager who will see the entire project through to completion. You will be able to meet with the Project Manager on site to go over details and review progress of the project. Our team is uniquely able to complete all aspects of this project and works effectively and seamlessly with each other so your project will come together smoothly and efficiently.

We value the opportunity to earn your trust and provide you the quality craftsmanship and exemplary customer service that sets us apart.

Sincerely,

Anthony Minozzi  
Vice President



# PUTNAM COUNTY MONUMENTS

customer service@putnamcountymonuments.com

(845) 200-7615

198 Route 52, Carmel, NY 10512

putnamcountymonuments.com

## Town Memorial

### Supply and Install Five (5) Monolith Style Memorials

<b>COST:</b>	Five (5) Monolith Memorials with Bronze Medallions:	<b>\$13,483.00</b>
	Foundation Work Provided:	<b>\$3,640.00 (5 @ \$728.00/unit)</b>

### DESCRIPTION

Five (5) Rock of Ages Certified Round Seal Medium Gray Granite slant faced monoliths. The dimensions and finish of which are to be: 1'-6" x 0'-10"/0'-4" x 3'-0", polished face with remaining surfaces memo (smooth.) Each monolith to be adorned with a 10" bronze medallion with a diamond finish clear coat to resist weathering. Medallions will be stud mounted, drilled, and epoxied to granite.

- Estimated prices based on 7/6/23 phone discussion of proposed bench as described above.
- Stone is natural granite and will vary in color and texture.
- Prices include installation work along with all necessary supervision, labor, equipment, and materials.
- Pricing based on access to installation site.

### EXCAVATION AND FOUNDATION

Dig and pour concrete footings at a minimum of 30 inches in depth, meet or exceed 36 inches where possible.

- Shall be provided to the specs and pricing listed above.
- Will need location for each unit clearly marked and access to site ahead of installation
- 811 DIG must be contacted prior to start of said foundation work

### DELIVERY AND INSTALLATION (included)

- Deliver memorial to site.
- Attached/install with stainless steel rod from foundation up into monuments.
- Access to site would be needed.

### GRAND TOTAL (including foundations)

**\$17,123.00**

Initial YBC



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**CONDITIONS & PROVISIONS**

- All workers fully covered by worker's compensation insurance.
- Not included is removal of large boulders or unforeseen obstructions underground, soil report, water for construction.
- All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon written orders and will become an extra charge above the proposed amount. All agreements are contingent upon accidents, inclement weather, strikes or delays beyond our control.
- Installation is included (within 25' reach).
- Customer shall carry and maintain property insurance upon the entire work a site to full insurable value thereof. This insurance shall be on an All-Risk policy form and shall include the interests of the Town, Contractor, Subcontractors in the work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
- Customer is responsible for applying for all permits required and shall be responsible for all associated costs thereof. Customer will provide without cost all utilities needed for the completion of the work, including water, electricity, and sanitary facilities.
- Locates for utilities and / or overhead services is required and not included.
- Contract assumes that this area is suitable for installation of said memorial(s).
- Contractor will rough grade areas that are disturbed by construction. The customer will be responsible to topsoil and seed these areas. The contractor does not guarantee driveways from damage due to delivery vehicles. Contractor will exercise care working around existing plantings but does not guarantee existing plantings from damage.
- If, in the course of the work, hazardous materials are discovered which must be removed, encapsulated or otherwise rendered harmless, Contractor may suspend work in the area containing the hazardous materials and Cemetery shall cause to be performed all work associated with the removal, encapsulation or neutralization of the hazardous materials at its sole expense.
- The area, as well as location to be used for this project has been selected at the sole discretion of the customer.
- Recommended Payment Schedule: 1/3 upon receipt of plans, 1/3 upon fabrication of monument and remainder upon delivery and installation of monument.
- Proposed quote is valid for 30 days from the date submitted.

Initial 



**COUNTY OF DUTCHESS**

Marcus J. Molinaro  
County Executive

November 2, 2022

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

Dear Supervisor Covucci:

I am pleased to inform you that your organization has been awarded \$15,000 through the 2022 Veterans Microgrant Program for the following program: Plaques to Honor All Branches of Service. It was our pleasure to work with the Dutchess County Legislature and Dutchess County Division of Veterans' Services to select the projects which best enhance activities and programming that address veterans needs and recognize the service of local veterans.

If you have any questions regarding your project, please contact Adam Roche, Director of Division of Veterans' Services, at [aroche@dutchessny.gov](mailto:aroche@dutchessny.gov) or (845)486-2060.

Sincerely,

Marcus J. Molinaro  
Dutchess County Executive

A. Gregg Pulver  
Chairman, Dutchess County Legislature

Faye Garko  
Dutchess County Legislator

cc: Adam Roche, Director, Veterans Services  
Chris Baiano, Assistant County Executive  
Christie Bonomo, Community Development Administrator, Planning and Development  
Brian Cranna, Community Investment Program Specialist, Planning and Development

## AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and **TOWN OF BEEKMAN**, a municipality, whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "MUNICIPALITY").

### *WITNESSETH:*

WHEREAS, the Commissioner of Department of Behavioral and Community Health ("DBCH") requests that County funding be directed to fund a *Microgrant Program to benefit veteran programs*. These grants will primarily provide funds to various non-profit agencies and/or municipalities to fund improvements or expansion of programs to benefit veterans.

WHEREAS, the Legislature, by Resolution No. 2022096, authorized DBCH to establish a Microgrant Program to provide to non-profit organizations and/or municipalities funding to make improvements or expand programs for the benefit of veterans. Funds were further approved to add to this special program by Resolution No. 2022175, and

WHEREAS, the County has implemented the Microgrant Program through the Department of Behavioral and Community Health to assess and disseminate funding, and

WHEREAS, the Municipality has submitted an application for grant funding, which has been approved by the County, and

WHEREAS, the application concerns the "Plaques to Honor Each Branch of Service" which will consist of 18" Round Bronze Plaques, Granite Stones and Gold Star plaques for mounting for each branch of service at the Remembrance Park Pathway, and

WHEREAS, the funds necessary to pay for such services are appropriated in the Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in **Exhibit "A"** annexed hereto and made a part of this Agreement. If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

Municipality shall be responsible for submitting any supporting documentation as may be required by the Department of Behavioral and Community Health.

2. **TERM OF AGREEMENT.** This Agreement shall be effective June 16, 2022, and shall terminate on December 31, 2023.

3. **PAYMENT.** In consideration of providing and facilitating outreach to veterans, the County shall pay a total sum not to exceed **FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS.** This will be payable as follows:

- a) 25% upon the full execution of the Contract in the amount of \$3,750.00;
- b) Balance payable upon receipt of the approved expenditures.

Municipality shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller's Office unless an exception has been found where electronic payments are not feasible.

4. **BUDGET.** The Municipality agrees to provide services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as **Exhibit "B"** and which details all personnel or other costs of services to be rendered by the Municipality under this Agreement.

- (a) All expenses must be necessary, reasonable and justified, and within the approved budget.
- (b) The department will not reimburse for any sales tax incurred by a tax-exempt organization, except:
  - i. When exempt status is not recognized out of state, or
  - ii. For employee meal reimbursement claims, which must include an itemized receipt and be part of their official duties.
- (c) Reconciliation: invoices and receipts must be obtained and submitted to the Department of Behavioral and Community Health to substantiate all expenses, within sixty (60) days of payment by the Municipality and no later than 60 days following the expiration of the agreement. Unexpended funds will be recaptured.
- (d) Organizations requesting a budget adjustment must notify the County of such adjustments by emailing the Budget Adjustment Form to the department as soon as the need is known and prior to seeking reimbursement. The department will review such requests to ensure appropriateness before approval of future payments to the organization. Failure to obtain budget adjustment approval prior to expenditure of funds may result in non-reimbursement.

5. **ATTRIBUTION.** The Municipality, through whatever medium it uses to communicate its mission, program or services, shall identify Dutchess County as a funding source. It shall do so by placing on its stationery, brochures, newsletters, social media and other printed materials the following statement: "Paid for in part by Dutchess County." Whenever appropriate the Dutchess County Seal should be displayed along with the statement. Attribution in other media where the above statement would be cumbersome shall appropriately convey the role of Dutchess County as a funding source.

6. INDEPENDENT CONTRACTOR STATUS. The Municipality agrees that they are an independent contractor and that they shall not hold themselves out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or their employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or his employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

7. DEFENSE AND INDEMNIFICATION.

**PROFESSIONAL SERVICES:** For all matters arising out of the Municipality's professional services, the Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Municipality, or third parties under the direction or control of the Municipality, in the performance of professional services under this Agreement.

**GENERAL LIABILITY:** For all matters other than those arising out of the Municipality's professional services (such other matters commonly referred to as "General Liability Claims"), the Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

8. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and its sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

**Worker's Compensation Employer's Liability (statutory limits).** In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:



- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Municipality is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

**Commercial General Liability Insurance** coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the worker's compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy

required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Municipality. The Municipality and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney  
County Office Building  
22 Market Street  
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the canceled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

9. QUALIFICATIONS OF CONTRACTOR. The Municipality specifically represents that it and its members, officers, employees, agents, servants, consultants and subcontractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

10. DECLARATION BY CONTRACTOR. Municipality declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a period of ten (10) years after termination of this Agreement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

14. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill his obligations under this Agreement, or any other fault of the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefor.

15. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the funds, irrespective of their source, available to the County for the performance of the terms hereof. In the event the necessary funds to effect payment during the term of this Agreement become unavailable for whatever reason, then this Agreement shall cease and terminate at the option of either of the parties.

Notice of the exercise of this option by either party shall be in writing and delivered by certified mail, return receipt requested. Upon receipt of the notice of termination from the County, any advance payment received and not expended, shall immediately be returned to the County.

No liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

16. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Dept. of Behavioral and Community Health  
85 Civic Center Plaza, Suite 106  
Poughkeepsie, NY 12601

Town of Beekman  
4 Main Street  
Poughquag, NY 12570

17. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

18. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

19. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

20. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

21. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service is complete in which to respond.

22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the address indicated in the introductory paragraph of this Agreement.

25. ENFORCEMENT EXPENSES. Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

26. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

27. AUDIT. Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. *Any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Municipality are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

28. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this Agreement reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

29. CONFIDENTIALITY. The Municipality shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

30. COUNTERPARTS: SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

31. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17<sup>th</sup>  
day of March, 2023.

APPROVED AS TO FORM:

*CNC/SP*  
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: *Rachel Kashimer*  
Rachel Kashimer  
Deputy County Executive

APPROVED AS TO CONTENT:

*Anthony J. Ruggiero*  
Anthony J. Ruggiero, M.P.A.  
Assistant Commissioner of Administration  
Department of Behavioral and Community Health

TOWN OF BEEKMAN

BY: *Mary B. Covucci*  
Name: Mary B. Covucci  
Title: Supervisor

22-0696-123-BCH  
#17951  
3/17/2023

**EXHIBIT A – SCOPE OF SERVICES**

**ORGANIZATION:** Town of Beekman

**ACTIVITY/DESCRIPTION:**

Funding will be used by The Town of Beekman to add approximately 18" Round Bronze Plaques and Granite stones for mounting for each branch of services and one "Gold Star" plaque for the Remembrance Park Pathway which is currently under construction.

This fulfills a predominately public purpose of providing and facilitating outreach to veterans regarding services and benefits afforded them, and at the convenience of Dutchess County, this contract will enable the Veteran Services division to directly contact, interface, and build working relationships with those veterans participating in related programs.

**AWARD AMOUNT:** \$15,000

**OUTCOMES:**

- Acquire and implement project as described and as approved by the budget (or by approved budget adjustment) for the improvement of Veterans services and recognition.

**DELIVERABLES:**

Submission of receipts and invoices upon receipt of goods or provision of services. Receipts or invoices dated prior to contract period are not valid for reimbursement.

Submission of photos and / or inspection of project by a representative of Dutchess County's Division of Veterans Services.



EXHIBIT B  
BUDGET

ORGANIZATION: Town of Beekman

ACTIVITY TITLE: Plaques to Honor Veterans

Item	Insert funding source here	Insert funding source here	Insert funding source here	Insert funding source here	Total Amount	Notes
	\$15,000.00					Individual Bronze Service Branch Plaques, Grant Markets
Total	\$15,000.00				\$15,000.00	



*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*

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September 7, 2023

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

Re: Dover Ridge Estates Water System – Well 3 Pump Replacement  
Contractor Request for Payment #1 - FINAL

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Invoice 3812 dated July 18, 2023 from F.P.S., LLC requesting final payment, covering the period of July 10, 2023 through July 16, 2023, with a total completed value of \$27,800.00 (see attached). HLD has reviewed the request and agrees with the quantity of work completed. After periodic observations and discussing with VRI, as operator of the water system, HLD also certifies that the completed works associated with the contract have been substantially completed and are acceptable. Therefore, we suggest that the Town Board authorize payment to F.P.S., LLC in the amount of \$27,800.00 in order to satisfy Invoice 3812.

Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler", written over a horizontal line.

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: Invoice 3812  
Payroll (Paychex)  
Voucher

F.P.S., LLC  
 1356 Route 376  
 Wappinger Falls, NY 12590



Invoice 3812

**BILL TO**  
 Town of Beekman  
 4 Main Street  
 Poughquag, NY 12570

**DATE**  
 07/18/2023

**PLEASE PAY**  
 \$27,800.00

**DUE DATE**  
 07/18/2023

**LOCATION**  
 108 Stowe Dr., Poughquag

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>07/10/2023</b>			
07/10/2023	<b>Description</b> Location: Water Plant located at 108 Stowe Drive, in Poughquag; remove and replace existing well pump <b>Scope of Work:</b> 1. Excavate around existing well casing with excavator in order to get pitless key on and pull the pump. Currently the pitless adapter is 11 feet in the ground. 2. Use torch to cut existing well casing and raise it up approximately 7 feet. 3. Re-install the pitless adapter at 5 feet for accessibility. 4. Retro fit existing 1-1/4" water line from well to building for new pitless elevation. 5. Backfill with existing material, seed and hay	1	0.00	0.00
	<b>Subtotal: 07/10/2023</b>			0.00
	<b>07/11/2023</b>			
07/11/2023	<b>MACHINE TIME</b> Total Cost (1-5):	1	7,600.00	7,600.00
	<b>Subtotal: 07/11/2023</b>			7,600.00
	<b>07/12/2023</b>			
07/12/2023	<b>Description</b> 6. Bring in 18 yards of Item 4 to build crane pad, then use that material to spread out in existing parking lot	1	0.00	0.00
07/12/2023	<b>MACHINE TIME</b> Total Cost (6):	1	1,800.00	1,800.00
	<b>Subtotal: 07/12/2023</b>			1,800.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>07/13/2023</b>			
07/13/2023	<b>MACHINE TIME</b> 7. Crane to pull the pump	1	4,000.00	4,000.00
	<b>Subtotal: 07/13/2023</b>			4,000.00
	<b>07/14/2023</b>			
07/14/2023	<b>MACHINE TIME</b> 8. Remove and replace one 5HP/18GPM 3 phase well pump, pipe and wire 9. 500' of 1-1/4 galvanized pipe, 500' 8/3 well wire and all accessories, fittings. Price includes labor and service truck. Rewire pump to existing wires; feed from panel	1	14,400.00	14,400.00
	<b>Subtotal: 07/14/2023</b>			14,400.00

Copy of Paychex print out attached.

TOTAL DUE **\$27,800.00**

THANK YOU.

**PAYROLL JOURNAL**

(Prior to Processing)

0023 1808-2471 FPS LLC

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
****	Salary			2,000.00	Social Security 126.00 Medicare 29.00 Fed Income Tax 167.52 NY Income Tax 98.92 NY Disability 0.00 NY PFL 9.10		Readycheck # Unknown Check Amt 1,569.78  Net Pay 1,569.78
	<b>EMPLOYEE TOTAL</b>			2,000.00	430.22		
**** 300 FIELD	Hourly	30.0000	40.0000	1,200.00	Social Security 98.12 Medicare 22.92		Direct Deposit # Unknown
	Overtime	45.0000	8.0000	360.00	Fed Income Tax 198.31 NY Income Tax 78.05 NY PFL 7.81 NY Disability 0.00		Check Amt 0.00 Chkg 588 1,178.27
	<b>EMPLOYEE TOTAL</b>		48.0000	1,560.00	406.23		Net Pay 1,178.27
	Hourly	30.0000	40.0000	1,200.00	Social Security 98.12 Medicare 22.92		Direct Deposit # Unknown
	Overtime	45.0000	7.0000	315.00	Fed Income Tax 194.48 NY Income Tax 77.53 NY PFL 6.81 NY Disability 0.00		Check Amt 0.00 Chkg 718 1,089.83 Chkg 592 50.00
	<b>EMPLOYEE TOTAL</b>		47.0000	1,515.00	381.17		Net Pay 1,118.83
Krinsky, Devon M 41	Hourly	20.0000	10.5000	210.00	Social Security 165.02 Medicare 43.08		Direct Deposit # Unknown
	Overtime	30.0000	2.0000	60.00	Fed Income Tax 57.94 NY Income Tax 17.68 NY PFL 1.80 NY Disability 0.00		Check Amt 0.00 Chkg 817 2,032.95
	Prevailing Wage	65.8000	29.5000	1,945.10			
	<b>EMPLOYEE TOTAL</b>		31.0000	2,005.10	1,003.98		Net Pay 2,005.95
	Hourly	22.0000	40.0000	880.00	Social Security 62.75 Medicare 14.57		Direct Deposit # Unknown
	Overtime	33.0000	4.0000	132.00	Fed Income Tax 85.25 NY Income Tax 66.87 NY Disability 0.00 NY PFL 4.00		Check Amt 0.00 Chkg 609 798.98
	<b>EMPLOYEE TOTAL</b>		44.0000	1,012.00	212.54		Net Pay 798.46
	Hourly	20.0000	40.0000	800.00	Social Security 62.75 Medicare 14.57		Direct Deposit # Unknown
	Overtime	30.0000	18.0000	540.00	Fed Income Tax 132.74 NY Income Tax 95.41 NY Disability 0.00 NY PFL 5.82		Check Amt 0.00 Savg 589 983.49
	<b>EMPLOYEE TOTAL</b>		58.0000	1,280.00	295.51		Net Pay 983.49
	Hourly	32.0000	40.0000	1,280.00	Social Security 173.10 Medicare 40.94		Direct Deposit # Unknown
	Overtime	48.0000	3.0000	1,515.00	Fed Income Tax 475.94 NY Income Tax 156.98		Check Amt 0.00 Chkg 900 1,878.99 Savg 591 250.00

0023 1808-2471 FPS LLC  
Run Date 07/18/23 10:57 AM

Period Start - End Date 07/10/23 - 07/16/23  
Check Date 07/21/23

Payroll Journal  
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**PAYROLL JOURNAL**

(Prior to Processing)

0023 1808-2471 F P S LLC

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** UNEMP FICA (cont.)					NY Disability 090 NY PFL 1270		
	<b>EMPLOYEE TOTAL</b>		710000	2,792.00	893.11		Net Pay 1,928.89
Turnbull, Thomas D 30	Hourly	33.0000	3.0000	111.00	Social Security 254.16		Direct Deposit # Unknown
	Overtime	65.5000	8.0000	444.00	Medicare 89.46		Check Amt 0.00
	Prevailing Wage	95.8100	37.0000	3,544.87	Fed Income Tax 872.81		Chkg 434 2,645.21
					NY Income Tax 248.99		
					NY Disability 090		
					NY PFL 1695		
	<b>EMPLOYEE TOTAL</b>		49.0000	4,099.87	1,494.78		Net Pay 2,645.21
<b>COMPANY TOTALS</b> 8 Person(s) 8 Transaction(s)	Hourly		213.5000	5,744.00	Social Security 1,073.92		Check Amt 1,508.78
	Salary		1	2,000.00	Medicare 219.06		Div Dep 10,686.00
	Overtime		95.0000	4,084.50	Fed Income Tax 2,706.18		
	Prevailing Wage		65.5000	5,486.07	NY Income Tax 940.46		
					NY Disability 430		
					NY PFL 787.0		
	<b>COMPANY TOTAL</b>		376.0000	17,314.57	5,026.78		Net Pay 12,257.78
					<b>Employer Liabilities</b>		
					Social Security 1,073.92		
					Medicare 219.06		
					NY Unemploy 106.01		
					NY Re-empl Svc 1.72		
					<b>TOTAL EMPLOYER LIABILITY</b> 1,432.71		
					<b>TOTAL TAX LIABILITY</b> 6,499.05		
(IC) - Independent Contractor							

0023 1808-2471 F P S LLC  
Run Date 07/18/23 10:57 AM

Period Start - End Date 07/10/23 - 07/16/23  
Check Date 07/21/23

Payroll Journal  
Page 2 of 2  
PYRJRN





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

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

**Ad No.:** 0005824880  
**Pymt Method:** Credit Card  
**Order Amount:** \$43.09  
**Run Times:** 1  
**Run Dates:** 09/15/23

**Text of Ad:**

**NOTICE OF PUBLIC HEARING: RESOLUTION NO. 09-12:23-6**

LEGAL NOTICE IS HEREBY GIVEN that pursuant to 239 of the Town Law, the Beekman Town Board will hold a Public Hearing on Tuesday September 26th, 2023 at 7:05PM at the Beekman Town Hall, 4 Main Street, Poughquag. PURPOSE of the Hearing is "to receive Public Comment on application ideas for a project" AND PROVIDE NOTICE OF PUBLIC HEARING, and it hereby is introduced before the Town Board of the Town of Beekman in the county of Dutchess and State of New York;

BY ORDER OF THE TOWN BOARD  
TOWN OF BEEKMAN  
LAUREN ABBATANTUONO  
TOWN CLERK  
Dated: 13, September 2023

0005824880



# Vaccine Clinic

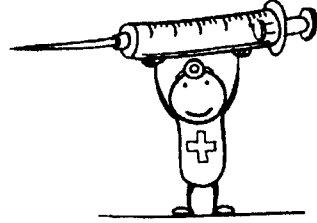
@ Beekman Recreation Center

29 Recreation Center Rd., Hopewell Jct., NY 12533

Wednesday, September 13th 12:30 PM - 2:30 PM

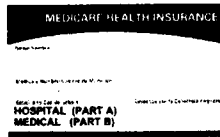
Wednesday, September 27th, 12:30 PM - 2:30 PM

- Covid-19
- Flu
- RSV
- Shingles
- Pneumonia



High-dose flu vaccine available for those 65 and over.

Walk-ins are welcome OR make an appointment at [fishkill.medicineshoppe.com](http://fishkill.medicineshoppe.com) or call (845) 897-0636



**\*\*Please bring your ID, Medicare/Insurance Cards, and Covid Vaccine Card\*\***



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Beekman  
Pharmacy

Medicine  
Shoppe®  
FISHKILL, NY