

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday June 25, 2024

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday June 11th, 2024. The meeting was called to order by Supervisor Covucci at 6:01PM. The following members were present: Supervisor Mary Covucci, Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present were the Deputy Town Clerk –Town Clerk Lauren Abbatantuono, Town Attorneys Joe McCabe and Craig Wallace.

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

Supervisor Covucci went over the evening's agenda items

Supervisor Covucci introduced Town Attorney Joe McCabe to go over Resolution 7, Setting a Time and a Place for a Public Hearing on a Proposed Local Law to Abolish the Elective office of Town Superintendent of Highways

Public Comments on the agenda: NONE

Written Comments: NONE

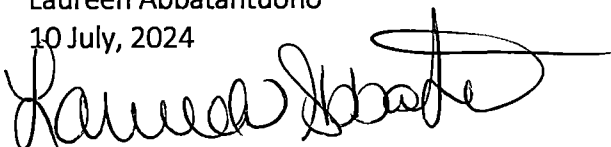
Public Comments: Bill Crain 254 Gardner Hollow Road, thanked the Supervisor for notifying others on the death of Leonard Jerram. Bill also relayed concerns and gave his thoughts to the board members on ideas towards a Steep Slope Law (see attached) as well as the Proposed Local Law Resolution 7. Bill also provided dates for the open house picnic which will be held at Safe Haven Farm on Saturday June 29th.

General Town Board comments: Town Clerk/Tax Receiver provided a final report on the 2024 Property Tax Collection, Councilwoman Wohrman provided information on upcoming events which will be held at TCP this summer. Councilman Cappollari, Free Rabies Clinic July 20th (see attached)

Supervisor Covucci, the next Town Board meeting will be held on Tuesday July 23rd. Motion was made by Supervisor Covucci to adjourn the Town Board meeting at 6:25PM, Seconded by Councilman Battalini

Respectfully Submitted by Town Clerk
Lauren Abbatantuono

10 July, 2024



**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
JUNE 25, 2024**

6:00 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. Accept June 11, 2024 Minutes
2. Award Bid for Laid in Place Blacktop
3. Approve Shared Service Contract for Animal Control Officer
4. Approve Upgrade to Rec Center Alarm System
5. Approve the Expenditure of Highway Monies for 2024
6. Approve the Purchase of a Town Use Vehicle
7. Set Public Hearing for Local Law 2024-1
8. Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public comments – (3 Minute limit)
- **Next Regular Town Board Meeting: Tuesday July 23, 2024 at 6:00 PM**
- **Public Hearing: Tuesday July 23, 2024 at 6:45 PM**

ADJOURN

***AGENDA SUBJECT TO CHANGE**

RESOLUTION NO. 06:25:24-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the June 11, 2024 Regular 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 June 11, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

RESOLUTION NO. 06:25:24-2
RE: TO AWARD BID FOR 2024 HIGHWAY LAID IN PLACE BLACKTOP

WHEREAS, authorization was given for the Town Clerk to advertise for bids for the year 2024; and

WHEREAS, said bids were received, opened and read publicly on June 20, 2024 and have been reviewed by the Highway Superintendent and the Town Clerk;

NOW, THEREFORE, BE IT RESOLVED, that the bids for Laid in Place Blacktop are hereby awarded as recommended by the Highway Superintendent as attached herewith.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

RESOLUTION NO. 06:25:24-3

RE: APPROVE SHARED SERVICE CONTRACT FOR ANIMAL CONTROL OFFICER FOR THE YEAR 2024

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

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

WHEREAS, the Dutchess County SPCA has chosen to end the Towns contract for this service; and

WHEREAS, in order to comply with the Agricultural and Markets Law, the Town would like to enter into a Municipal Cooperation Agreement Animal Control Officer with the Towns of LaGrange, Hyde Park, Beekman, Pleasant Valley, Poughkeepsie and Clinton for Animal Control Services;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman approves and consents to the contracting of animal control services thru the Municipal Cooperation Agreement Animal Control Officer and authorizes the Supervisor to sign the agreement for this service in form and substance as attached hereto and made a part hereof.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

RESOLUTION NO. 06:25:24-4
RE: UPGRADE THE PHONE SERVICE FOR THE REC PARK ALARM SYSTEM

WHEREAS, the security system at the Rec Park needs to be updated due to the existence of malfunctioning components in order to safeguard the building and equipment against fire and/or burglary; and

WHEREAS, the town has received a proposal in accordance with the Town's Procurement Policy;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby accepts the proposal by Doyle Security Systems to upgrade the panels and phone system central fire and burglar alarm system for Recreation Center at a cost of \$6,647.25, with a monthly monitoring fee increase of \$10 per month, and

BE IT FURTHER RESOLVED, that the Supervisor be and hereby is authorized to sign any and all documents associated with the rental, maintenance and monitoring of a security and fire alarm system in accordance with the proposal received from "Doyle Security Systems" dated June 14, 2024.

✦ **Introduced: COUNCILMAN LEMAK**

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

RESOLUTION NO. 06:25:24-5
RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024

AGREEMENT between the Superintendent of Town Highways of the Town of Beekman, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of **\$440,000.00** shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.

2. **PERMANENT IMPROVEMENTS.** The following sums totaling **\$180,632.76** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
 - (a) On the road commencing at Old Route 55 at the intersection of NYS Route 55 and leading up Old Route 55 to a point west of Route 292, a distance of 1.18 miles, there shall be expended not over the sum of \$168,512.76.

Type: Type 6 top
Width of traveled surface: 24'
Thickness: 2" Final Compacted
Subbase: Existing

- (b) On the road commencing at Old Route 55 at the intersection of Bard Road and leading to the end "railroad tracks", a distance of .098 miles, there shall be expended not over the sum of 12,120.00.

Type: Type 6 top
Width of traveled surface: 18'
Thickness: 2" Final Compacted
Subbase: Existing

Executed in duplicate this _____ day of _____ 2024

Supervisor

Councilman

Councilman

Councilman

Councilman

County Superintendent of Highways

Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

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Executed in duplicate this 25 day of June 2024



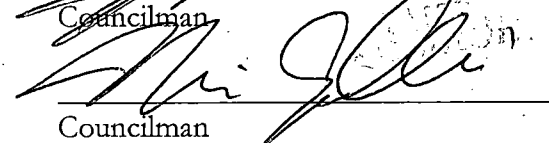
Supervisor



Councilman



Councilman

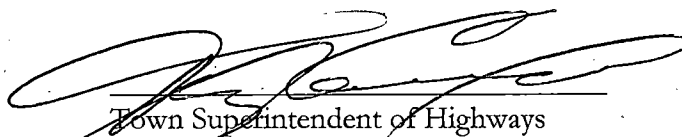


Councilman



Councilman

County Superintendent of Highways



Town Superintendent of Highways

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RESOLUTION NO. 06:25:24-6
RE: RESOLUTION FOR PURCHASE OF NEW TOWN VEHICLE

WHEREAS, the Town Board of the Town of Beekman previously approved a \$50,000.00 purchase of a new motor vehicle through NYS Sourcewell Quote ID #22033 R1; and

WHEREAS, the Town Board passed a Resolution No. 02:27:24-4 identified as "Budget Revision #2024-1 for January 2024", whereby the sum of \$50,000.00 was appropriated from the General Fund under Account # A-1620-0210 for said vehicle; and

WHEREAS, the vehicle is now available for delivery to the Town under Sourcewell Contract # 091521-NAF;

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Beekman does hereby approve the immediate expenditure of the sum of \$50,000.00 for the purchase of said vehicle pursuant to the aforementioned Sourcewell Contract and that said funds will be taken from the A-1620-0210 Town Vehicle budget line from the General Fund; and

BE IT FURTHER RESOLVED, that the Supervisor be and hereby is authorized to execute any and all documents necessary to carry out the purchase.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

RESOLUTION NO. 06:25:24-7

THE TOWN OF BEEKMAN

Names	Roll Call Vote			
	Ayes	Noes	Abstain	Absent
<i>Supervisor</i>				
Mary B. Covucci	✓			
<i>Councilwoman</i>				
Sharon Wohrman	✓			
<i>Councilman</i>				
Ezio Battaglini	✓			
<i>Councilman</i>				
Frank Lemak	✓			
<i>Councilman</i>				
Mersin Capollari	✓			
TOTAL	5			

The following was presented

By: COUNCILMAN BATTAGLINI

Seconded by: COUNCILMAN LEMAK

Date of Adoption: June 26th, 2024

**RESOLUTION OF THE TOWN BOARD
OF THE TOWN OF BEEKMAN
SETTING A TIME AND A PLACE FOR A PUBLIC HEARING
ON A PROPOSED LOCAL LAW TO ABOLISH THE ELECTIVE
OFFICE OF TOWN SUPERINTENDENT OF HIGHWAYS AND TO
CREATE A CONSOLIDATED DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Town Board has performed a fiscal analysis of the costs associated with the running of its separate Highway and Parks and Facilities Maintenance Departments; and

WHEREAS, the Town Board has performed a managerial analysis of its ability to oversee, coordinate and manage the town’s needs for highway maintenance, buildings,

facilities and property maintenance, and parks and grounds projects, with two separate departments; and

WHEREAS, the Town Board has considered the fact that a number of other similarly sized municipalities have identified the cost savings and streamlining of operations associated with departmental consolidation, and have taken action to create public works departments; and

WHEREAS, the Town Board has determined that consolidating the Highway and Recreation and Parks departments will result in a number of benefits to the town and its residents, including, but not limited to: providing the Town Board with flexibility to make its departments run more efficiently; enhanced ability to plan, prepare for and manage the town's working forces with respect to completion of both routine and special projects; eliminate the now costly, ineffective and archaic State-mandated obligation for the town to reimburse the Highway Department when equipment or manpower from that department is required to complete projects performed for the town's Recreation and Parks Maintenance Department; eliminate the need to purchase duplicative equipment for the several town departments, resulting in economies of scale for the town and conservation of its financial resources; and provide regular oversight and accountability to ensure that the duties of the town's departments are completed in the most cost-effective, efficient and responsible manner as possible;

WHEREAS, the Town Board has also considered, and publicly states, that the creation of a consolidated Department of Public Works is not expected to lead to any reduction in staff of the present departments, nor is it intended to, and that the Town Board expects that the present Highway Superintendent and Parks and Facilities Maintenance Department will continue their services to the town in their modified positions; and

WHEREAS, the proposed local law, if adopted, is subject to a mandatory referendum, on which all town residents can cast their vote in favor or against at the next general town election;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board hereby determines that it will be the Lead Agency with respect to the review and adoption of the proposed local law (the "Action") in accord with New York State Environmental Quality Review Act ("SEQRA") and part 617 of the regulations implementing SEQRA, since there are no other agencies that have the authority to approve the project; and let it be further

RESOLVED, that the Town Board hereby preliminarily classifies the Action as an unlisted action under SEQRA; and let it be further

RESOLVED, that a public hearing be held by the Town Board in order to receive comments and suggestions regarding the proposed local law, and to receive any comments concerning the potential adverse environmental impacts of the proposed legislation in accord with SEQRA, on July 23, 2024 at 6:45 p.m. at the Town Hall located at 4 Main Street, Poughquag, New York; and it is further

RESOLVED, that the Town Clerk is hereby authorized and directed to cause said public notice of said hearing to be given as provided by law.

**BY ORDER OF THE TOWN BOARD OF THE
TOWN OF BEEKMAN, NEW YORK**

**RESOLUTION NO. 06:25:24-8
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	\$ 70,851.82
Claims to be paid from the DA-Highway Fund	\$ 133,643.05

**RESOLUTION NO. 06:25:24-8
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	\$ 70,851.82
Claims to be paid from the DA-Highway Fund	\$ 133,643.05
Claims to be paid from the SS – Dover Ridge Sewer	\$ 775.85
Claims to be paid from the SW – Dover Ridge Water	\$ 236.40
Claims to be paid from the T-Trust Fund	\$ 8,884.30
Claims to be paid from the H-Capital Fund	<u>\$ 47,440.09</u>
	<u>\$ 262,831.51</u>

06/20/2024 Payroll #13

General Fund	\$ 40,130.26
Highway Fund	<u>\$ 25,530.47</u>
	<u>\$ 63,660.73</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: June 25, 2024

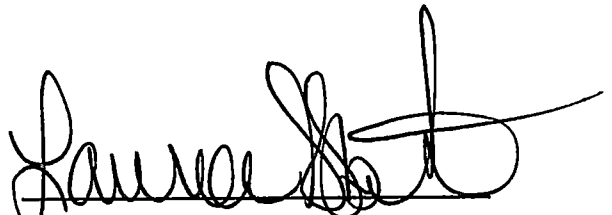
Notice of Public Hearing

Re: TAKE NOTICE that the Town Board of the Town of Beekman will hold a public hearing at the Town Hall, 4 Main Street, Poughquag, New York on Tuesday July 23rd 2024 at 6:45PM. **RESOLUTION NO. 06:25:24-7 OF THE TOWN BOARD OF THE TOWN OF BEEKMAN SETTING A TIME AND A PLACE FOR A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO ABOLISH THE ELECTIVE OFFICE OF TOWN SUPERINTENDENT OF HIGHWAYS AND TO CREATE A CONSOLIDATED DEPARTMENT OF PUBLIC WORKS.**

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of Beekman, at the Town Hall located at 4 Main Street, Poughquag, New York between the hours of 8:00-4:45PM Monday thru Thursday.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: Poughquag, New York
June 26th, 2024



LAUREEN ABBANTUONO
TOWN CLERK

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this 6th day of June, 2024, by and between
COMPASSIONATE ANIMAL RESCUE EFFORTS of DUTCHESS COUNTY (C.A.R.E. of DC),
a non-profit 501(c)(3), and MUTTS MANSION, INC. (THE BOARDING FACILITY)

Having an address of
1031 Route 376, Wappingers Falls, New York 12590
Hereinafter referred to as "C.A.R.E. of DC" and "MM"

And

TOWN OF BEEKMAN

Having an address of
4 Main Street, Poughquag, NY 12570

A municipal corporation
Hereinafter referred to as the "TOWN"

WHEREAS, the TOWN OF BEEKMAN Animal Control Officer, hereinafter referred to as the
"ACO" is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law
Article 7, Section 117; and

WHEREAS, this Agreement applies only to dog(s) seized by the ACO; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, Section 117, dogs seized by the
ACO are required to be properly fed and provided water during the applicable redemption period,
and

WHEREAS, MM maintains a kennel for boarding dogs and other animals, and C.A.R.E. is a sole
animal rescue organization located at 1031 Route 376, Wappingers Falls, New York 12590; and

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

NOW, THEREFORE, it is hereby agreed by and between MM, C.A.R.E. of DC and the TOWN
as follows:

1. **RECITATION INCORPORATED:** These recitations above set forth are incorporated
in this Agreement as if fully set forth and recited herein.
2. **TERM OF AGREEMENT:** This Agreement shall be deemed effective as of June 5,
2024 and shall continue until June 5, 2025 (renewable for up to an additional '3' years). This
agreement may be terminated by either party upon thirty (30) days written notice.

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

A. Any and all dogs running at large (unidentified) seized by the ACO as outlined by the Agriculture and Markets Law Article 7, Section 117(1)&(2); and

All unidentified dogs seized by the ACO shall be delivered to MM at 1031 Route 376, Wappingers Falls, New York. For dogs that can be identified in the field via microchip or community outreach, MM asks that the TOWN ACO make every reasonable attempt to return the dog to the owner, using guidelines set for Agriculture and Markets Law, before bringing the dog to MM. This request reflects the national animal shelter policy which strives to keep dogs in their homes.

4. **DOGS SEIZED FOR REASONS OTHER THAN Section 117(1) & (2) and Section 123(2):** Any and all dogs seized for reasons other than those listed under Article 7, Section 117(1) & (2) and Section 123(2), which sections were in full force and effect at the time of this agreement, are not to be boarded and held other than for safekeeping purposes. MM must not refuse to board and hold dogs seized for safekeeping purposes or pursuant to this paragraph. These include dogs seized for reasons such as owner death, car accident, cruelty, owner arrest, etc. Said dogs must be released to the Town of Beekman Animal Control upon his/her request. Therefore, the Town of Beekman Animal Control Officer may make corrections or amendments to an impoundment form if a determination is made that the reasons for dog seizure are for reasons other than pursuant to Section 117(1)(2) & Section 123(2). The holding periods for unidentified and identified dogs pursuant to Section 117(4) & (6) respectively, will be applicable.

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

A. For dogs running at large (unidentified):

- i. Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, Section 117(4), will be held for five (5) business days from the date they enter the shelter;
- ii. Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, Section 117(6), will be held for a maximum of nine (9) business days from the date they enter the shelter. The TOWN is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7, Section 117(6).
- iii. Upon expiration of the above stated holding periods, any and all dogs that have NOT been redeemed by their owner, will become the property of C.A.R.E. of DC, as outlined by the Agriculture and Markets Law Article 7, Section 117(7-a).

B. For dogs that are being held for a 10-day Rabies observation period:

i. C.A.R.E. of DC may take ownership of said dog upon expiration of the 10-day Rabies holding period if there is no owner to reclaim said dog; or

ii. If an owner becomes known to MM or the TOWN, the owner may reclaim said dog during the 10-day rabies observation holding period if the Dutchess County Department of Community and Behavioral Health provides written approval of the dog's release to its owner.

6. **UNCLAIMED DOG DISPOSITION:** Unclaimed dogs will be evaluated by C.A.R.E. of DC staff to determine if a dog's disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it will be placed for adoption by C.A.R.E. of DC. If the dog is determined to not be adoptable, C.A.R.E. of DC will determine the best option for the dog. If it is determined that the dog shall be euthanized, either pursuant to a Court order or otherwise, said costs of euthanasia procedure shall NOT be the responsibility of the TOWN. The TOWN shall not be liable for determinations made by C.A.R.E. of DC pursuant to this paragraph.

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

As a requirement for dog(s) to be boarded at MM, the dog(s) will receive the following three (3) vaccines upon their arrival. There will be no exceptions to this vaccination rule, unless an immediate record of the dog being up to date on all vaccines is provided.

Rabies Vaccination – Fifteen Dollars (\$15.00)

Distemper Vaccination – Twenty-Five Dollars (\$25.00)

Bordatella Vaccination – Thirty Dollars (\$30.00)

The owner will be charged for the three (3) vaccines. If there is no owner or said dog is not redeemed by the owner, said vaccine costs shall be borne by MM.

8. **EMERGENCY VETERINARY CARE:** In the event that an impounded dog is determined, by the best judgement of the MM medical staff, to need emergency veterinary care, MM will arrange medical care for the dog. All expenses related to such care will be the responsibility of the owner. If there is no owner or said dog is not redeemed by the owner, the TOWN will be responsible for medical expenses up to \$500. Above and beyond the \$500 that the TOWN must reimburse MM, the remaining said medical costs shall be borne by MM.

9. FEES

A. Boarding:

i. The MM boarding fee shall be FIFTY DOLLARS (\$50.00) per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the MM property at 12:00 pm each day.

ii. For dogs who are reclaimed by their owner, the owner will be required to pay the boarding fee directly to MM. If the owner is unable to pay the boarding fee, MM will determine whether or not to release the dog on a case by case basis.

iii. For dogs not redeemed by the owner, MM will invoice the TOWN for the boarding fee for the period running from the date of seizure until the expiration of the applicable redemption period.

B. Vaccinations:

i. The fee for the Rabies Vaccination shall be FIFTEEN (\$15.00) DOLLARS.

ii. The fee for the Distemper Vaccination – Twenty Five Dollars (\$25.00)

iii. The fee for the Bordetella Vaccination – Thirty Dollars (\$30.00)

iv. For dogs that are reclaimed by their owner, the owner shall be required to pay the vaccine fee.

directly to MM.

v. For dogs that are not redeemed by the owner, the TOWN will not be billed for the Rabies vaccine.

C. Veterinary Care:

i. For services provided by the MM medical team, the MM's usual and customary fees will be applied.

ii. For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied.

iii. For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees to MM.

iv. For dogs that are not redeemed by the owner, the TOWN will NOT be responsible for any MM administered medical care fees incurred during the redemption holding period. (Note: In the case of Emergency Veterinary Care, the TOWN will be responsible for medical expenses up to \$500 if there is no owner or said dog is not redeemed by the owner.)

10. RECLAIM/REDEMPTION OF DOGS

A. All owners will be informed by the TOWN and MM of the necessary documentation and redemption, license and/or other fees to be paid in order to reclaim their dog as well as the process to accomplish this task. The TOWN shall provide such information to the owner as part of its notice given pursuant to Paragraph 5 (a)(ii) of the agreement. MM will also make every effort to contact the owner if they can be identified.

B. Upon payment of all town fees, the TOWN will issue a license tag and certificate for said dog, and a receipt of payment. The owner will be instructed to present this documentation to MM in order to reclaim their dog. MM will release the dog after proper documentation has been presented and the owner of the dog has signed the dog's Agriculture and Markets Department Form DL-18 (or a comparable form). The owner will also be required to pay MM directly for the boarding fee and vaccination fees at the time of reclaiming the dog.

C. MM shall be available to process reclaims of dogs Monday – Friday, 9 am to 5 pm. Reclaims will not be processed on federally observed holidays or in cases of inclement weather that results in CARE closing early. MM will also be available on weekend days from the hours of 10 am to 2 pm to process reclaims of dogs.

11. KENNEL SPACE: At all times, MM will provide kennel space for all dogs that are seized; the

ACO will have 24-hour access to the CARE kennels for the delivery of dogs. The ACO will also be given the cell phone contact information of the owners of the kennel for after-hours contact and/or emergencies. The ACO will be required to complete the MM paperwork, attached to the kennel, and ensure the dog has food, water and bedding in its kennel.

12. INDEMNIFICATION & INSURANCE:

A. MM shall defend, indemnify and hold the TOWN, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses, and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions or omissions of MM in regard to performance under this contract. The TOWN shall defend, indemnify and hold MM, its officials, officers, and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses, and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful action or omissions of the TOWN in regard to performance under this contract.

B. MM shall at all times maintain a policy of general business liability insurance in an amount of not less than \$100,000 upon which the TOWN shall be a named certificate holder entitled to not less than thirty (30) days' prior written notice of cancellation.

13. **APPLICABLE LAW:** This Agreement shall be governed by, construed and conformed in accordance with the laws of New York State with regard to conflicts of laws and principles of laws.

14. **WAIVER:** No waiver of any breach or any condition of this Agreement shall be binding unless in writing and signed by both parties. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause for reception of such or any other breach unless the waiver shall specifically include the same.

15. **MODIFICATION:** This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

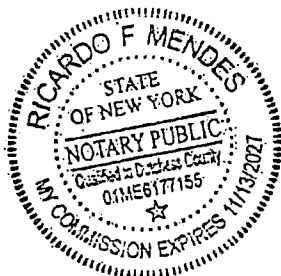
16. **NOTICES:** All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be registered or certified mail with return service requested, and/or email.

17. **ENTIRE AGREEMENT:** This written Agreement, when signed by both parties forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the 6th day of June, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Karen LeCain**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Ricardo F Mendes
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the 10th day of June, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mary B. Covucci**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Amy Goetz
Notary Public

18. **PAYMENT:** All bills submitted to the TOWN under this agreement shall be accompanied by a voucher. All bills properly submitted to the TOWN in accordance with this Agreement will be paid within sixty (60) days.

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counterparts, each of which shall constitute an original, the day and year first above written.

MUTTS MANSION, INC.

By: *Karen LeCain*
Karen LeCain

Date: *5/6/24*

TOWN OF BEEKMAN

By: *Mary B. Covucci*
Mary B. Covucci, Supervisor of the Town of Beekman

Date: *5-6-24*

MUNICIPAL COOPERATION AGREEMENT
ANIMAL CONTROL OFFICER

TOWN OF LAGRANGE
TOWN OF HYDE PARK
TOWN OF BEEKMAN
TOWN OF PLEASANT VALLEY
TOWN OF POUGHKEEPSIE
TOWN OF CLINTON

THIS AGREEMENT made the _____ day of _____, 2024, by and between the (1) Town of Lagrange, a municipal corporation, having its principal place of business at 120 Stringham Road, Lagrangeville, NY 12540 (hereinafter "Lagrange"), the Town of Hyde Park, a municipal corporation, having its principal place of business at 4383 Albany Post Road, Hyde Park, NY 12538 (hereinafter "Hyde Park"); the Town of Beekman, a municipal corporation, having its principal place of business at 4 Main Street, Poughquag, NY 12570 (hereinafter "Beekman"); the Town of Pleasant Valley, a municipal corporation, having its principal place of business at 1554 Main Street, Pleasant Valley, NY 12569 (hereinafter "Pleasant Valley") ; the Town of Poughkeepsie, a municipal corporation, having its principal place of business at One Overrocker Road, Poughkeepsie, NY 12603 (hereinafter "Poughkeepsie"); the Town of Clinton a municipal corporation, having its principal place of business at 1215 Centre Road, Rhinebeck, NY 12572 (hereinafter "Clinton") and

WHEREAS, these six municipalities are empowered, pursuant to General Municipal Law Section 119-o, to enter into a municipal cooperative agreement with respect to sharing personnel including an Animal Control Officer ("ACO"); and

WHEREAS, it is the intention of the parties to create a shared ACO position between the five Towns on a basis which has been agreed to and is satisfactory to the Boards;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That Lagrange will employ a full-time ACO in its employment to be paid a salary of

\$50,000. The position will be salaried to reflect the varying hours necessary such as the need to attend Court outside of typical working hours. Said ACO shall devote his/her time to each Town as needed. As an employee of Lagrange, the ACO shall be subject to its terms and conditions of employment. However, while on business for the other five (5) Towns, the ACO shall report to its Supervisor and follow its policies to the extent that they do not conflict with his/her terms and conditions of employment.

2. That the ACO will be provided with a vehicle provided by LaGrange and necessary maintenance and repair expenses will be shared among all Towns pursuant to their respective shares as set forth in paragraph 6 below.

3. All parties agree to work and be as flexible as possible with respect to the scheduling of the ACO so as to fulfill the needs of all communities with respect to this position.

4. That the parties agree that this agreement will be for the remainder of 2024; and thereafter, assessed with the intent to renew for a period of one year, and shall automatically renew unless 30 days prior to the expiration of any year, any party gives written notice to the other five (5) parties of its desire to terminate the agreement. Upon termination, the agreement will be of no force and effect.

5. It is agreed that the Town Comptroller of Lagrange shall remit a bill to the other Towns on a monthly basis with respect to reimbursement of the costs and expenses for Town's share of the ACO and payment of said bill shall be paid to LaGrange within 45 days of its receipt of said statement.

6. That the Towns specifically agree that all salary, benefits, and any other costs, including Social Security tax, Medicare tax, health insurance, dental insurance and any other benefits provided to the ACO shall be divided between the parties based upon its population according to the 2020 Census. The total population for all six (6) Towns is 110,475:

a. LaGrange: 15,975 representing 14.46% of the total population.

- b. Hyde Park: 21,021 representing 19.03% of the total population.
- c. Beekman: 14,172 representing 12.83% of the total population.
- d. Pleasant Valley: 9,799 representing 8.87% of the total population.
- e. Poughkeepsie: 45,471 representing 41.16% of the total population.
- f. Clinton: 4,037 representing 3.65% of the total population.

7. Overtime shall be paid by the municipality that incurs such overtime. Leave time shall be equally distributed pursuant to each Town's pro rata share.

8. This position is an exempt position in the Town.

IN WITNESS HEREOF, the parties have hereunto set their hands and seal on the date above written. By signing below, each Supervisor represents that they have obtained a resolution of the Town Board agreeing to the terms of this Agreement.

TOWN OF LAGRANGE

By: _____
Alan Bell, Supervisor

TOWN OF HYDE PARK

By: _____
Alfred Torreggiani, Supervisor

TOWN OF BEEKMAN

By: _____
Mary B. Covucci, Supervisor

TOWN OF PLEASANT VALLEY

By: _____

Mary Albrecht, Supervisor

TOWN OF POUGHKEEPSIE

By: _____

Rebecca Edwards, Supervisor

TOWN OF CLINTON

By: _____

Mike Whitton, Supervisor



New York/New Jersey

GANNETT

Order Confirmation

Not an Invoice

Account Number:	1122292
Customer Name:	Beekman, Town Of
Customer Address:	Beekman, Town Of 4 Main St Poughquag NY 12570-5628
Contact Name:	Abbatantuono
Contact Phone:	
Contact Email:	
PO Number:	

Date:	06/26/2024
Order Number:	10323130
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	3.9557
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
POU Poughkeepsie Journal	1	07/01/2024 - 07/01/2024	Public Notices
POU poughkeepsiejournal.com	1	07/01/2024 - 07/01/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$46.32
Tax Amount	\$0.00
Service Fee 3.99%	\$1.85
Cash/Check/ACH Discount	-\$1.85
Payment Amount by Cash/Check/ACH	\$46.32
Payment Amount by Credit Card	\$48.17

Order Confirmation Amount

\$46.32

Ad Preview

**NOTICE OF PUBLIC
HEARING: RESOLUTION
NO. 06:25:24-7**

LEGAL NOTICE IS
HEREBY GIVEN that
pursuant to 239 of the Town
Law, the Beekman Town
Board will hold a Public Hear-
ing on Tuesday July 23rd, 2024
at 6:45PM at the Beekman
Town Hall, 4 Main Street,
Poughquag, PURPOSE of the
Hearing is "TO ABOLISH
THE ELECTIVE
OFFICE OF TOWN SUPER-
INTENDENT OF HIGH-
WAYS AND TO
CREATE A CONSOLI-
DATED DEPARTMENT OF
PUBLIC WORKS"
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
LAUREEN ABBATAN-
TUONO
TOWN CLERK

Dated: 26, June 2024

10323130

Bill Crain
254 Gardner Hollow Rd.
Poughquag, NY 12570
Billcrain@aol.com

June 25, 2024

Re: Steep Slopes

Town Supervisor Mary Covucci and the Beekman Town Board

Dear Mary and Board Members:

I am writing to ask the Town Board to consider stricter zoning requirements with respect to steep slopes. I believe the ordinance should be more in line with the 2007 Comprehensive Plan. I recognize that any changes would require consultation from Town 's CAC, the Town Engineer, and others.

The 2007 Comprehensive Plan states that, "Building on slopes greater than 25% becomes substantially more expensive than flatter ground and significantly impacts the environment. Clearing steeply sloped land increases water runoff dramatically and contributes to washouts and flooding in some cases" (p. 41).

In its Action Recommendations, the Comprehensive Plan flatly states that the Town Board should "Prohibit development on steep slopes" (NR Action 1.1.2, p. 52).

The Town Board has adopted a Steep Slopes ordinance (155.53), which says its Purpose and Intent (Section A) is to protect steep slopes while allowing development on them if it is "accordance with acceptable engineering practices." This requirement leaves too much open to interpretation. The ordinance lists various degrees of steepness, ranging from 15% to over 33% and permits some development on all. It contains a long list of considerations for the Town to follow.

I believe the Planning Board would be better served by a clearer, simpler, and stricter ordinance that conforms to the Comprehensive Plan's recommendation. Our ordinance should prohibit building within a specified distance of slopes greater than 25%.

The need for tighter regulations has become acute with the increased risk of flooding as a result of climate change. The organization "Risk Factor" says, "The zip code of **12570** has a **major risk of flooding** over the next 30 years (see https://riskfactor.com/zip/12570-ny/12570_fsid/flood). If steep slopes come down

to roads, flooding could endanger motorists. If rains and floods intensify in the future, mitigation structures like retaining walls may become less effective.

A cautious, prevention-oriented approach is needed. More rigorous steep-slope regulations are in order.

Sincerely,

Bill

Copies:

Dan Koehler, Town Engineer

Clifford Schwark, Chair, Conservation Advisory Committee

John Frustace, Chair, Planning Board



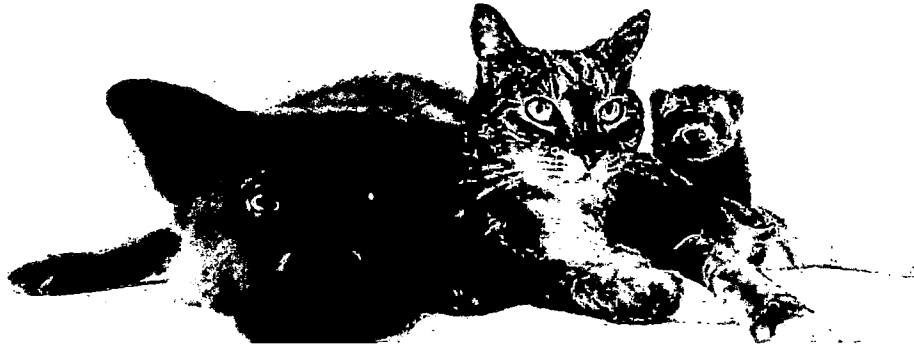
**Dutchess County Department of
Behavioral & Community Health**
in partnership with the
Dutchess County SPCA

Free Rabies Vaccination Clinic

Town of Poughkeepsie Town Hall

1 Overocker Road, Poughkeepsie, NY

July 20, 2024 8am-12pm



**Free Rabies Vaccination for Cats, Dogs,
and Ferrets of Dutchess County Residents**

Proof of Residency Required - \$10 per pet for non-residents
(Proof of Previous Rabies Vaccination Required for 3-Year Certificate)

*Dogs **MUST** be on a leash. Cats and ferrets **MUST** be in carriers.*

Pre-registration is required

Register online at: DCSPCA.org or call (845) 452-7722 x 425