



FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (“Agreement”), entered into as of January __, 2025 (“Effective Date”), is between the Town of Beekman, Dutchess County, New York (“Client”) and Fiscal Advisors & Marketing, Inc. (“Fiscal Advisors”) (collectively referred to herein as the “Parties”).

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond/Revenue/Tax Anticipation Notes, Serial Bonds, Leases, Refunding Serial Bonds, Budget Notes, Deficiency Notes and other prospective borrowings, as requested (the “Securities”), pursuant to the terms of this Agreement:

- 1. ISSUANCE DESCRIPTION.** Client intends to issue Securities from time to time during the term of this engagement (the “Issuance”).
- 2. SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto (“Services”). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor’s engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
- 3. COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors’ Fee Schedule attached hereto as Appendix B (“Compensation”). Any modification to the fee schedule made in accordance with this Agreement will become effective upon the date and time mutually agreed upon by the Parties.
- 4. TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
- 5. AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which may include the provision of financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information and agrees to not provide any misleading information relevant to Fiscal Advisors’ provision of Services or in response to a request from Fiscal Advisors.
- 6. BILLING STATEMENT.** Client will receive an invoice upon closing of the Issuance, upon the provision of other services charged on an hourly basis, or upon cancellation of the Issuance or termination of this Agreement as provided in Section 4 for services conducted for the Issuance up to and including the date of cancellation or termination based on actual work performed, as described in Appendix B. Payment shall be due and payable within thirty (30) days of the invoice date.
- 7. OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.
- 8. INDEMNITY.** Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against

any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. AMENDMENT. This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature, and modifications or amendments to Appendix B or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. HEADINGS. The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. CLIENT EDUCATION AND PROTECTION. Fiscal Advisors is a registered municipal advisor with both the Securities and Exchange Commission (#866-00478-00) and the Municipal Securities Rulemaking Board ("MSRB") (#K0191). The website address for the MSRB is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION. Client acknowledges receipt of those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Town Supervisor or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

14. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**TOWN OF BEEKMAN,
DUTCHESS COUNTY, NEW YORK**

**FISCAL ADVISORS
& MARKETING, INC.**

By: _____

By: Beth A. Ferguson

Signature: _____

Signature: *Beth A Ferguson*

Title: _____

Title: Vice President

APPENDIX A – SERVICES

1. **FINANCING PLAN.** Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.
2. **RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE.** Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.
3. **OFFICIAL STATEMENT PREPARATION.** Fiscal Advisors will assist in preparing the Preliminary and Final Official Statement (collectively the “Official Statement”) based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the Official Statement and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client’s or any such third party’s review of the Official Statement with regard to the accuracy thereof.
4. **PRIVATE PLACEMENT MEMORANDUM PREPARATION.** When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum; it is not responsible for independently verifying the information provided by the Client or any third party for inclusion in the private placement memorandum and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information; and Fiscal Advisors may rely on the Client’s or any such third party’s review of the private placement memorandum with regard to the accuracy thereof.
5. **RATING ANALYSIS AND PREPARATION.** When appropriate, Fiscal Advisors shall assist Client with the rating process. Upon written request of Client, Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client, and Fiscal Advisors may assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Upon request of Client, Fiscal Advisors will meet or engage in discussions with rating agencies to review Client’s financing plans.
6. **CREDIT ENHANCEMENT.** When appropriate, Fiscal Advisors will make recommendations as to the suitability of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. When appropriate, Fiscal Advisors will also make recommendations as to the suitability of other forms of credit enhancements that might be available to Client, if any.
7. **METHOD OF SALE.** Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall assist in preparing necessary bidding documents and offering materials, including the notice

of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable and requested, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client's best interest.

8. MARKET ANALYSIS. In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

- a. General conditions and trends in the economy;
- b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
- c. The prices of municipal issues recently sold in the primary market; and

9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION. Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

10. MATHEMATICAL COMPUTATIONS. Fiscal Advisors will oversee preparation of maturity and other schedules showing mathematical results of the sale and/or pricing.

11. ATTENDANCE AT MEETINGS. At the request of Client, Fiscal Advisors shall attend Client meetings to explain the status of the Issuance.

12. CLOSING. For competitive transactions, Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers to be received by Client at closing. Fiscal Advisors will apply for CUSIP numbers as requested by Client or as required by MSRB rules.

13. SECONDARY DISCLOSURE. Unless otherwise directed by Client, Fiscal Advisors will assist Client in filing Client's Continuing Disclosure Report and material event notices, as applicable, with the Municipal Securities Rulemaking Board's ("MSRB") EMMA online document repository as required under the terms of Continuing Disclosure Agreements or other written agreements of the Client requiring the filing of a Continuing Disclosure Report, using information provided by the Client or obtained from third parties. Under the terms of this Agreement, Fiscal Advisors is not responsible for determining whether any Continuing Disclosure Report makes an untrue statement of material fact or omits to state any material information, or to make any determination with respect to the "materiality" of an event or whether such event reflects "financial difficulties" of the Client.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or as otherwise agreed to in writing by Fiscal Advisors.

APPENDIX B – FEE SCHEDULE

<u>SERVICE</u>	<u>FEE</u>
SHORT-TERM FINANCINGS:	
Bond, Revenue, and Tax Anticipation Notes, Etc.	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$4,193
\$1,000,001 to \$5,000,000 (Official Statement)	\$5,759
<i>(Note fee increases based on size - \$329 per every \$1 million above \$5 million)</i>	
LONG-TERM FINANCINGS:	
Serial Bonds, Energy Performance Contracts, Etc.	
Par amount:	
Up to \$1,000,000 (Notice of Sale)	\$5,392
\$1,000,001 to \$5,000,000 (Official Statement)	\$10,665
<i>(Bond fee increases based on size - \$599 per every \$1 million above \$5 million)</i>	
Refunding Serial Bonds	
Par amount:	
Up to \$5,000,000	\$19,500
<i>(Bond fee increases based on size - \$1,000 per every \$1 million above \$5 million)</i>	
HOURLY FEE:	\$200
CONTINUING DISCLOSURE:	
Annual Continuing Disclosure	\$2,590
Material Event Notices	\$540

Notes:

Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.

*This fee schedule is proprietary information provided to the Client only; **it is not for dissemination.***

Fees may adjust yearly based on Consumer Price Index (CPI) beginning January 1, 2025, and annually thereafter.

The fees shown above are only for the services provided by Fiscal Advisors. The Client will also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/ mailing services and publication of Preliminary Official Statement and/or Notice of Sale.

APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

OTHER MATERIAL CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

Affiliated Entities. Most securities issuances will require the services of a financial printer and/or the electronic distribution of the Official Statement, Notice of Sale and/or offering documents. In connection with these requirements, Fiscal Advisors utilizes Premier Printing, Inc., an affiliate of Fiscal Advisors, to print, mail and electronically post, or cause the posting of, applicable documents. Client is not obligated to use Premier Printing, Inc., and Premier Printing, Inc. will provide Client an estimate of charges for its services upon request and will bill separately for its services.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives separate compensation. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements, continuing disclosure, or other documents (either separately or as part of your audited financial statements). These valuations may affect a creditor's or investor's assessment of your financial position or credit strength. Client is not obligated to use Armory Associates, LLC, and Armory Associates, LLC will provide Client an estimate of charges for its services upon request and will bill separately for its services.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own. These conflicts are further mitigated by several factors. Fiscal Advisors discloses to Client the nature of its relationship with each of its affiliates and will remain fully responsive at all times during the course of the engagement to inquiries by Client regarding any specific details or concerns regarding such relationship. Further, in the event that Fiscal Advisors makes a recommendation to Client that could influence the level of business with an affiliate, Fiscal Advisors will, at the request of Client, provide an analysis of potential alternatives to such recommendation and the relative benefits and costs of the recommendation and any such alternatives. Finally, neither Fiscal Advisors' nor any affiliate's separate engagement with Client is conditioned on Client maintaining its relationship with any other such party, further mitigating any potential conflict that could result if Fiscal Advisors' services to Client were contingent on Client maintaining an engagement with an affiliate.

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fixed fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and

the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

REQUIRED REGULATORY DISCLOSURES

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions,

customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors' filings with the SEC, including Fiscal Advisors' most recent Form MA and each most recent Form MA-I, can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/search> and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

Fiscal Advisors has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

AGREEMENT made this 1st day of January, 2023 by and between the TOWN OF BEEKMAN, a municipal corporation of the State of New York with offices at the Town Hall, 4 Main Street, Poughquag, New York 12570, hereinafter referred to as the "TOWN," and HUDSON LAND DESIGN PROFESSIONAL ENGINEERING, P.C. having an office at 174 Main Street, Beacon, New York 12508, hereinafter referred to as the "ENGINEER."

WHEREAS, the TOWN desires to obtain certain professional engineering and technical services when such services are deemed to be required by the TOWN within the boundaries and environs of the TOWN proper; and

WHEREAS, the TOWN also desires the ENGINEER to furnish any and all engineering technical services and/or related field surveying services required for the preparation and submittal of plans, documents, calculations, reports, studies, descriptions, elevations, inspections, certifications and similar activities required for satisfying the obligations and commitments related to the routine and ongoing responsibilities of the TOWN, sub-districts thereof, and its regulatory requirements; and

WHEREAS, the ENGINEER has employees who are certified and currently a licensed New York State professional engineer skillful in the performance of municipal engineering functions; and

WHEREAS, the ENGINEER has technical office facilities consisting of an integrated group of competent professional analysts which the ENGINEER may utilize as part of the services outlined herein in order to provide both efficient practices in engineering and modern state-of-the-art advancements; and

WHEREAS, the ENGINEER is willing and able to provide such services to the TOWN upon the terms and conditions provided herein.

1. Term of Agreement.

The work to be performed pursuant to the terms of this Agreement shall commence on January 1, 2023, and shall be completed no later than December 31, 2025.

2. Scope of Services.

2.1 The ENGINEER shall furnish the specific professional services as provided and more fully described in Exhibit A appended to the original contract which forms part of this Agreement.

2.2 All services rendered and work performed by the ENGINEER shall be under the supervision and subject to the reasonable approval of the TOWN. The parties further agree that this Agreement does not prevent the TOWN from utilizing other consultants when it is deemed appropriate by the TOWN.

2.3 The ENGINEER agrees not to perform any services to developers, businesses, or residents of the Town of Beekman, for

to completion of all services in connection therewith, the submission of reports and the approval of the Town Board, as may be required.

4.3 No payment shall be made by the TOWN to the ENGINEER for out of pocket expenses or disbursements incurred in connection with the services rendered or the work to be performed hereunder without the prior written approval of the TOWN.

4.4 The ENGINEER will initially establish **eight** "office hours" each week in Beekman Town Hall. This requirement can be amended at any time with the written approval of the Town Supervisor.

5. Termination of Agreement.

5.1 The parties agree that this Agreement may be terminated by the TOWN for any reason or no reason at all upon reasonable written notice to the ENGINEER. In such event, the ENGINEER shall be compensated and the TOWN shall be liable only for payment of services already rendered under this Agreement prior to the effective date of termination.

5.2 In the event that either party determines that there has been a material breach by the other party, of any of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after service of written notice on the breaching party, the non-breaching party, in addition to any

other right or remedy it might have, may terminate this Agreement and, in the event that the TOWN is the non-breaching party, the TOWN shall have the right and authority to have any project not completed at termination completed with the cost or expense of such completion charged to and paid by the ENGINEER.

6. Ownership of Records.

All program products developed by the ENGINEER in performing the services set forth in Exhibit A, and all records compiled by the ENGINEER in completing the work described in this Agreement, including but not limited to written reports, computer printouts, graphs, charts, plans, specifications and all other similar associated data, shall become and remain the property of the TOWN, provided that all fees and other billings owed to the ENGINEER by the TOWN have been paid in full.

7. Delegation of Duties.

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the TOWN in each such instance is void. The ENGINEER shall not subcontract any part of its work under this Agreement without first obtaining the written consent of the TOWN in each instance, which consent may be withheld by the TOWN without reason. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this

Agreement and all work performed by a subcontractor shall be deemed to be work performed by the ENGINEER.

8. Solicitation of this Agreement.

The ENGINEER represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee of the ENGINEER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, other than such employee, any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision of this Agreement, without limiting any other rights or remedies to which the TOWN may be entitled, or any civil or criminal penalty to which any violation may be liable, the TOWN shall have the right, in its sole discretion, to terminate this Agreement without liability, and to deduct from the any monies owed to the ENGINEER, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration.

9. Insurance.

9.1 The ENGINEER agrees to have the following insurance coverage in force at the commencement of this Agreement:

(a) A Workers' Compensation policy as required by New York State law.

(b) General liability insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$2,000,000. This insurance shall include coverage for bodily injury and property damage in the amount of \$1,000,000. The TOWN must be listed as an additional named insured.

(c) Errors and Omissions insurance for claims in the amount of \$2,000,000 for all engineering disciplines in which the ENGINEERS may be asked to perform design services or to comment on the work of others.

(d) Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000 per occurrence. This insurance shall include coverage for bodily injury and property damage. The TOWN must be listed as an additional named insured.

(e) Disability insurance in accordance with New York State law.

9.2 All policies and certificates of insurance of the ENGINEER shall contain the following clauses:

(i) The Town of Beekman is named as an additional insured and as Certificate Holder. Insurers shall have no right of recover or subrogation against the Town of Beekman (including its agents and agencies), it being the intention of the parties that

the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

(ii) The clause "other insurance provisions" in a policy in which the Town of Beekman is named as an additional insured shall not apply to the Town of Beekman.

9.3 The insurance companies issuing the policy or policies shall have no recourse against the Town of Beekman (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

9.4 Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the ENGINEER.

9.5 In addition to, and not in limitation of the insurance requirements set forth herein, the ENGINEER agrees: (a) except in the event of the sole negligence of the TOWN, to indemnify and hold harmless the TOWN, its officers, employees, and agents from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the ENGINEER or third parties under their direction or control; and (b) to provide a defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or

indirectly arising out this Agreement and to bear all other costs and expenses related thereto.

9.6 ENGINEER shall notify the TOWN in writing 30 days prior to any cancellation or material change to its insurance coverage. Within that 30 day period, ENGINEER shall provide other suitable policies in lieu of those about to be cancelled or not renewed so as to maintain in effect the coverage required in this Agreement. If the ENGINEER does not comply with this requirement, the TOWN, at its sole discretion, may:

(a) Immediately suspend ENGINEER from any further performance under this Agreement and terminate this Agreement for material default; or

(b) Purchase the required insurance and deduct the cost of the premiums from amounts due to ENGINEERS under this Agreement.

9.7 Upon the execution of this Agreement by ENGINEER, and as long as this Agreement is in effect, it shall furnish the certificates of insurance to the TOWN that meet the requirements set forth herein.

10. Notices.

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postpaid to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:

Town Clerk
Town of Beekman
4 Main Street
Poughquag, New York 12570

ENGINEER:

Hudson Land Design Professional Engineering, P.C.
174 Main Street
Beacon, New York 12508

11. Entire Agreement.

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

12. Counterparts.

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

12.2 The parties represent and warrant that the individual executing this Agreement for each of the respective parties hereto is authorized to sign this Agreement in behalf of such party.

12.3 This Agreement shall not be enforceable until signed by all parties and approved by the Town Attorney.

13. Governing Law.

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

14. Confidentiality.

The ENGINEER, and those in its employ or under its direction, shall keep all documents, work product, data or information received during the term of this Agreement in strict confidence.

15. Independent Contractor.

The relationship of the ENGINEER to the TOWN under this Agreement shall be that of an independent contractor.

16. Non-Waiver.

Failure of either party hereto to insist on strict performance of any of the provisions of this Agreement or to exercise any rights or remedies accruing hereunder upon default of failure to perform shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any obligation hereunder, or to exercise any right or remedy as a result of any future default or failure to perform.

17. Inspections and Audits.

Representatives of the TOWN shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Agreement.

ENGINEER shall maintain such books, records, and billings for three years after the cessation of its duties under this Agreement.

IN WITNESS WHEREOF, the TOWN and ENGINEER have caused this agreement to be executed on the date first above written.

TOWN OF BEEKMAN:

Ray B Covucci
Supervisor

HUDSON LAND DESIGN PROFESSIONAL ENGINEERING, P.C.:

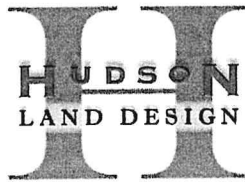
[Signature]
President

This Agreement was authorized by the Town Board of the Town of Beekman by resolution duly adopted on the 24th day of January, 2023.

[Signature]
Town Clerk

Approved as to form and manner of execution:

Town Attorney



Civil and Environmental Engineering Consultants
 174 Main Street, Beacon, NY 12508 (Main Office and Mailing Address)
 13 Chambers Street, Newburgh, New York 12550 (Satellite Office)
 Phone: 845-440-6926 Fax: 845-440-6637
 www.HudsonLandDesign.com

Reproduction Fees Effective 2023-2025

Item	Unit Price
Black and white laser 8 ½" X 11" prints/copies	\$0.06 per print/copy
Black and white laser 11" X 17" prints/copies	\$0.12 per print/copy
Color laser 8 ½" X 11" prints/copies	\$0.30 per print/copy
Color laser 11" X 17" prints/copies	\$0.60 per print/copy
Ink jet B&W bond large format plots	\$0.55 per square foot
Ink jet color bond large format plots	\$1.65 per square foot
Ink jet B&W mylar large format plots	\$1.65 per square foot
Report honeycomb binding and cover / 3-ring	\$3.00 per report
CD or DVD for submittals as may be required	\$3.00 per CD or DVD

Professional Engineering Billable Rates Effective 2023

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$110.00/hr	\$130.00/hr
Senior Engineer	\$97.50/hr	\$115.00/hr
Staff Engineer	\$85.00/hr	\$95.00/hr
Junior Staff Engineer	\$67.50/hr	\$75.00/hr
Engineering Technician	\$55.00/hr	\$67.50/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2024

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$112.00/hr	\$132.00/hr
Senior Engineer	\$99.00/hr	\$116.00/hr
Staff Engineer	\$86.00/hr	\$96.00/hr
Junior Staff Engineer	\$68.00/hr	\$76.00/hr
Engineering Technician	\$56.00/hr	\$68.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Professional Engineering Billable Rates Effective 2025

Staff/Personnel	Town of Beekman	Private Developers (escrow)
Principal	\$114.00/hr	\$134.00/hr
Senior Engineer	\$100.00/hr	\$117.00/hr
Staff Engineer	\$87.00/hr	\$97.00/hr
Junior Staff Engineer	\$69.00/hr	\$77.00/hr
Engineering Technician	\$57.00/hr	\$69.00/hr
Administrative Services	\$45.00/hr	\$50.00/hr

Mileage Rate Effective 2023-2025

All HLD Employees

Per IRS standard mileage rate for given year

Z:\Documents\Hudson Land Design\2013\2013_014 Town of Beekman\Contract Documents\HLD_Reproduction_Fees&rates_2023-2025
Beekman.docx

RESOLUTION 01:24:23-5

RE: APPOINTMENT OF ENGINEER TO THE TOWN OF BEEKMAN FOR THE YEAR 2023

WHEREAS, the Town of Beekman is presented with important issues respecting future development and long-range planning requiring comprehensive analysis and coordination, now therefore be it

RESOLVED, that the firm of Hudson Land Design, Civil & Environmental Engineering Consultants, 174 Main Street, Beacon, NY, represented by Daniel Koehler, P.E., be retained on a contractual basis to provide Engineering, Planning, and Zoning services to the Town of Beekman for all matters; and

BE IT FURTHER RESOLVED, that Hudson Land Design will also provide administrative services for the Town's Building, Planning, and Zoning Department; and

BE IT FURTHER RESOLVED, that the Town Board hereby continues to retain Hudson Land Design, represented by Daniel Koehler, P.E., as attached hereto through December 31, 2025.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: January 24, 2023

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent 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 the 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 **\$450,000.00** shall be set aside to be expended for primary and general work / 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 the renewals thereof

2. PERMANENT IMPROVEMENTS: The following sums totaling **\$300,000.00** shall be set aside to be expended for the permanent improvement of Town Highways:
 - (a) On the road commencing on Gardner Hollow Rd starting west of **Sterling Dr.** and leading up **Gardner Hollow Rd.** a distance of **0.82** miles, there shall be expended not over the sum of **\$136,350.00** for Blacktop and Drainage Width of traveled surface 24 Feet

 - (b) **To be determined**

 - (c) **To be determined**

Executed in duplicate this ___ day of December, 2024

Supervisor


Councilperson

Councilperson

County Superintendent of Highways

Councilperson

Councilperson


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 of Highways. Both copies must be approved by the County Superintendent of Highways. One copy must be filed in the Town Clerk's office and one in the County Superintendent of Highway's Office. *COPIES DO NOT TO HAVE TO BE FILED IN ALBANY.*

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 - (c) **To be determined**

Executed in duplicate this ___ day of December, 2024

Supervisor

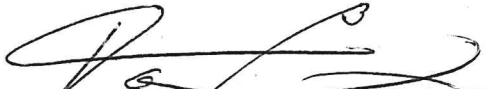
Councilperson

Councilperson

County Superintendent of Highways

Councilperson

Councilperson


Town Superintendent of Highways

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Beekman Recreation and Parks Proposed 2025

	Member	Resident ^{*12}	Non-Resident ^{*9}
Family^{*4*10*8} Waterfront Membership	DNA	\$175	\$350
Individual Waterfront Membership^{*10} Must be 13 or older	DNA	\$90	\$180
Season UNNAMED Guest Pass^{*10} (Be affiliated with a Family Membership)	DNA	\$90	\$190/season
Beach Guest Passes^{*13} (for non-members who come with a member) 1/2 Price Sat/Sun	DNA	10/day w/ member 4 and under free ^{*16}	10/day w/ member 4 and under free ^{*16}
Beach Day Pass (for non-members who come without a member) 1/2 Price Sat/Sun	DNA	\$12 4 and under free ^{*16}	\$15 Ages 0-100 charged
Group Swim Lessons^{*5*6} ½ hour long, 5days/wk/2wks	\$50 ^{*3}	\$60	\$90
Private Swim Lessons^{*7} ½ hour, one time ^{*7}	\$40	\$50	\$60
Swim Team^{*5*6}	\$50	\$60	\$75
Mini Golf^{*15}	Incl	\$5	\$7
Weekday Evening Parties^{*18}	\$50	\$75	\$100
Full-Day Day Camp two week sessions^{*5*11*19} 9am - 4pm		\$375	\$500
Leadership Program^{*5*11*19}		\$250	\$400
Camp Before-Care 8:30am-9:00am		\$50 Session	\$65 Session
Camp After-Care 4pm-5:30pm		\$80 Session/ \$15/day	\$100 Session /\$20/day
Family Fun Campfire Nights^{*2}		Free	\$5
Dance Night		Free	\$5
Family Events (Seasonal) Egg Hunt, , Fall Festival, & Snowflake Spectacular ^{*2}		Free	\$10 in advance, \$15/each
Friday Night Youth Programs (sporadic)		\$10	\$15
Senior Exercise, and any other classes	Free	\$5/day new NR & NS \$3/day grandfathered NR & NS	
Chair Yoga	Free	No NR or NS	
Senior Trips	Cost of Venue	Additional \$15 new NR & \$20 NS \$10 grandfathered	
Senior Center	Free	\$5 per visit NR & NS \$1 grandfathered NR & NS	
Senior Picnic	Free	\$15 for NR & NS and \$5 for grandfathered	
Tennis/Pickle Ball Court Membership		Free	\$25 Per 2 Month Session April-October
Adult Yoga		\$5.00 class	\$7.00 Class
Intertown Coed Adult Beach Volleyball		\$30	\$30
Ladies Night Out Crafts		Charge to cover costs	Add \$5
Ski Club Membership		\$30	\$40
Dog Park Membership		\$50	\$125
Park Peddler's Permit		\$250	\$250
Any Additional New programs/trips	Fee to be set up to cover direct costs with a min. # of participants		

- *1: Resident Individual Seniors 62 & older, resident youth 4 & under, resident Active Military Personnel and immediate families get free waterfront membership. Non-resident Seniors membership
- *2: Non-Resident Town of Beekman employees, and current year Beekman Rec Program Registrants shall be treated as residents for the purpose of obtaining free wristbands for themselves and their guests for the listed events.
- *3: Level 1 Swim class fee will be waived for resident members
- *4: Town Board appointed committee members and their immediate families receive half-price memberships. Beekman Volunteer Fire Company members, whose names appear on the active members list, and their immediate families will receive complimentary Family Waterfront Membership.
- *5. Multiple Child: 1st & 2nd child full price; 10% off for each child after the first two children in the family if they are all registering for the same program, session, and length of time.
- *6. In the event of inclement weather, if the beach closes, swim team and lessons will be cancelled; there are no refunds due to inclement weather.
- *7. Private lessons will be rescheduled for inclement weather as determined by Rec staff.
- *8. Full Time Town employees get free Family Waterfront Membership. (Immediate Family* Only)/Part-time/Seasonal Employee receive Free Individual Waterfront Membership
- *9. Non-resident Town employees get individual Resident rates.
- *10. Fees drop to ½ price on August 15 each year.
- *11. Late pick-up fee of \$1/minute after 2 10 minute grace periods.
- *12. Annual proof of residency must be shown in the form of a photo ID and a utility bill
- *13. Beach members can bring Military Families as guests, at no charge. The family member must present a Military ID.
- *14. Limited to a family group of 4. Each additional person is \$60; non-resident youth are the same price as adult non-residents.
- *15. Group rate for renters of the Community Center, Pavilion or Beach is \$1.50/person
- *16. Limited to no more than 3 free youth 4 & under, per resident adult.
- *18. Capped at 25 participants, Two (2) hour timeframe
- *19. Must have current year Camp Membership **PRIOR** to registering for camp

* "Family" is a household account and may contain up to 2 adults and their unmarried children under 24 years of age living permanently in the residence

Event Vendor Fees

Booth/Vendor Spaces

- \$10 for a non-food vendor space
- \$0 for a Food Truck at events

Advertising** Opportunities

Egg Hunt, Fall Festival, & Snowflake Sponsors	
\$1,000	Headline Sponsor on flyers and other marketing materials; and on related Rec event web page Free outdoor booth spot of any kind
\$500	Listed on related Rec event web page Free booth spot of any kind
\$250	Listed on related Rec event web page Free non-food booth spot
\$100	Listed on related Rec event web page
\$50	Listed on Rec event web page

*Headline Sponsor = Business is listed in Headline. Example: Beekman Egg Hunt Sponsored by: _____

Park Advertising on "Rules" Entrance Sign	
\$1,500/year	Banner on Rec Park Main Entrance Sign
\$1,000/year	Banner on Rec Park Rec 3 Lot Sign
\$1,000/year	Banner on TCP Sign
\$1,000/year	Banner on Doherty Park Sign

**All Advertising is at the discretion of the Town Board

Program Refunds:

- All cancellation/refund requests must be in writing
- A prorated refund minus a \$15 Cancellation fee will be applied if a replacement can be found
- A Doctor's note is required prior to the end of the program for requests related to illness or accident
- A full refund will be given for any program cancelled by the Recreation Department due to lack of enrollment.
- No refunds are made due to acts of God/weather if the Town has already incurred expenses
- Pro-rated refunds will be made for dismissal from a program due to behavioral issues

Weather Related Cancellations:

All program and event cancellations are kept current on the Recreation Department website. Many of our programs follow the Arlington Central School District calendar. This includes weather related delays and cancellations.

Facility Fees

1. Fees for Fields:

	BYSC & BAC	Adult Leagues over 18
Fields*** for Games	\$4,000	\$80 Per game
Fields*** with lights**	*Rec 1 Usage*	\$150 Per Game
Tennis Courts	No Charge	\$50/hour
Basketball Courts	No Charge	\$50/hour

- Batting Cage usage is included in the Field Rental Fee at the time of rental except for TCP 1
- For hourly season uses:
 - 50% of the estimated fees are due upon confirmation of the dates submitted
 - 25% of the balance is due halfway through the season
 - Final 25% is due within one week after end of season
- BAC/BYSC/BLSL/HVMSL ONLY tournament usage, a Tournament Application must be filed in the Recreation Office 2 months prior to the use, for review, pricing, and other expenses that may be charged to user groups. BAC/BYSC/BLSL/HVMSL
 - Will provide a \$250 CASH Security Deposit required within one week of event start date
 - Will provide the name and contact information of the Tournament Director who will be available prior to the tournament by phone during business hours, and will be on site during the tournament
 - Will provide the name and contact information of the volunteer in charge of garbage and may be asked to arrange and pay for dumpsters
 - Will provide the name and contact information for the volunteer in charge of maintaining bathroom cleanliness using the Checklist provided, and may be asked to arrange and pay for additional port-a-potties and have the existing ones cleaned during the tournament
 - Will provide the name and contact information of the volunteer responsible for organizing and overseeing parking
 - Will identify any food vendors and be responsible for obtaining, any Department of Health Temporary Food Service Permit as required by law
 - Will complete separate applications for any desired Building Uses
 - BAC/BYSC/BLSL/HVMSL will be charged for Town staff if additional staff is needed for a particular event to run smoothly
- BAC/BYSC/BLSL/HVMSL wishing to use a field that needs extra servicing in order to be playable will be charged for the costs of the applications added to the field including, but not limited to Speedy Dry.
- BAC/BYSC/BLSL/HVMSL will be fined for leaving litter at a rate of \$100/hour of clean-up
- BAC/BYSC/BLSL/HVMSL must have a COI on file in accordance with agreement

* Rec 1 Usage* - **20 Games annually, each additional game \$100 per game, No Lights to be used for practice**

* **Youth is defined as a child 18 or under who has not yet graduated High School**

** BAC/BYSC/BLSL/HVMSL **that leave the lights on overnight** will be charged \$50/hour for all the hours after their reservation

*****Baseball/Softball fields will be lined for games only, and only on weekdays and non-holidays: Staff will line on Friday for anything scheduled for the weekend, and the last weekday prior to a holiday for games scheduled on a holiday**

******Regarding BAC/BYSC serving Beekman youth at a rate of 75% or greater:**

- If Non-resident registration exceeds 25% then the group will no longer be seen as a predominantly Recreational Ball Youth Program and will be assessed an additional fee of \$25/non-resident. The Rec Office will send each Authorized Youth League a "Black-out" schedule as soon as the information is available and update it regularly.
- Games will take priority over practices.
- BAC/BYSC/BLSL/HVMSL will make up a season schedule around the Black-out dates, the designated representative shall participate in a meeting with the other Leagues to be scheduled in the Rec Office during business hours prior to:
 - March 1 for Spring Season through June
 - May 1 for Summer Season July through Labor Day
 - Aug. 1 for Fall Season Labor Day through close of fields
- BAC/BYSC/BLSL/HVMSL using fields must notify the Town of cancellation of any scheduled field use in keeping with the Cancellation policy as outlined here, or be charged \$30/use (game or practice):
 - For weekday uses, the Rec Dep't must be called at 227-5783 or email recdirector@townofbeekmanny.us
 - By 3pm the day prior for games scheduled 8am-2pm
 - By 11am for games scheduled 2:30pm to 9:30pm
 - For Weekend and holiday uses, the Rec Department must be called at 845-227-5783 by 11am on Friday or the day before the Holiday
- Town staff reserve the right to cancel games due to field conditions or unforeseen circumstances. **BAC/BYSC/BLSL/HVMSL only the head of each league will be notified of cancellations and they in turn must have a system to inform all players of the decision.**
- Once games have started, patched umpire/referee in charge and/or coaches will determine cancellations due to rain, storms or darkness.

Field Refunds

- In order to receive an account credit for cancelling weekday games, the Rec Dep't must be called at 227-5783 or email recdirector@townofbeekmanny.us:
 - By 3pm the day prior for games scheduled 8am-2pm
 - By 11am for games scheduled 2:30pm to 9:30pm
- In order to receive an account credit for cancelling weekend and holiday games, the Rec Department must be called at 845-227-5783 or emailed recdirector@townofbeekmanny.us
 - By 11am for games on Friday or the day before the Holiday
- Town staff reserve the right to cancel games due to field conditions or unforeseen circumstances
- BAC/BYSC/BLSL/HVMSL **only the head of each league will be notified of cancellations and they in turn must have a system to inform all players of the decision.**
- Once games have started, patched umpire/referee in charge and/or coaches will determine cancellations due to rain, storms or darkness
- No credit will be given for games that have started

2. Fees for the Community Center, Pavilions & Grounds:

a. Weekend Party Fees

	Hours	Town of Beekman Residents	Non-Residents
Community Center ^{*1*2*8}	10am - midnight	\$350 on Sat. \$350 on Sun	\$550 on Sat. \$550 on Sun
Rec Park Pavilion Parties ^{*2*3*8}	11 am - dusk	\$100	\$175
Rec Park Beach Parties ^{*2*3*4*8}	12 noon - dusk	\$25	\$75
TCP Pavilion ^{*3*8}	12 noon - dusk	\$125	\$200
TCP Indoor Service Counter ^{*3*6*7*8}	12 noon - dusk	\$75	\$150

- Fees must be paid in full 2 months prior to event, unless there is a second request for the date. In that case, the first requestor has 48 hours after the second request to pay in full.
 - Local non-profits with 501(c) 3 status serving youth with at least 75% Beekman residency will be given ONE free weekend *day* per year when there are no paying customers. Subsequent uses will be at half-price.
 - Local non-profit organizations serving adults with at least 75% Beekman residency, may rent the community center once per year at a 50% fee reduction. The date must be requested through the local head of organization and a refundable cash security deposit is required.
 - **CASH** security deposits are due the week of the event when the renter comes in for the key
 - Return of the security is dependent on items listed in part "G" and part "L"
 - All Renters must have insurance documents on file in accordance with Part F.
- *1: A \$500 **CASH** security deposit is required with an additional \$100 if there is outside entertainment (petting zoo, etc.) ABSOLUTELY NO BOUNCE HOUSES
- *2: Swim packages: up to 25 swimmers, \$100; more \$200 (no more than 2x/summer)
- *3: Returnable **CASH** security deposits:
- A \$100 security deposit is required of all users
 - An additional \$100 for users who choose to take a bathroom key
- *4: Beach parties have two tables and two hibachis reserved for them on the west side of the lake – all related swimming must be done on the Patron Beach
- *6: If cooking, group needs DOH permit
- *7: If not also renting the pavilion must only use outside window
- *8: No alcohol in any outdoor space; it is only permitted in the Community Center and if alcohol will be furnished, served, or consumed the renter must adhere to the following:
- An additional security deposit of \$100 is due along with the security deposit required.
 - If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Town of Beekman is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a certificate of insurance prior to the Event.
 - If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain at its sole cost and expense comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$ 1,000,000 in the aggregate. Town and Renter shall both be named as additional insureds. Renter will furnish the Town with a certificate of such insurance prior to the Event.
 - Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the Facility with prior written approval of the Town. The Town shall be named as an additional insured on the host liquor liability insurance.
 - Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.

- Renter acknowledges the Town does not condone the irresponsible use of alcoholic beverages. It shall be the Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests.

b. Instructor Weeknight Hourly Rental Fees

For usage Monday through Thursday for classes and under special circumstances early Saturday or Sunday mornings. Priority is for paying classes that serve Beekman Residents.

	If 75% or more of Participants are Beekman Residents	All others
Community Center Classes	\$25/hour	\$50/hour
Town Hall Meeting Room*	\$25/hour	\$50/hour
Rec Park Pavilion Classes	\$15/hour	\$25/hour
TCP Pavilion Classes	\$20/hour	\$35/hour
TCP Indoor Service Counter	\$10/hour	\$25/hour
Tennis Courts	\$20/hour	\$50/hour
Basketball Court	\$20/hour/court	\$50/hour/ct

- Fees and Agreement are due one week in advance of any planned sessions; fees received later than that date will be charged \$10/hour above the stated fees
 - Sessions should be synchronized according to the Rec Seasonal Schedule:
 - Fall: Sept - Dec
 - Winter: Jan - Mar 15
 - Spring: Mar 15 - May
 - Summer: June - Aug
 - For usage Monday through Thursday hourly rentals for classes
 - Under special circumstances rentals will be considered for early Saturday or Sunday mornings if the use does not interfere with party usage
 - Priority is for paying classes that serve Beekman Residents
 - Priority on Friday evenings is for Recreation Department programs and the space will not be rented or loaned out to other groups unless the Department is not planning a program
 - All Instructors must submit a CASH Security Deposit of 2 times the rent which will be held until sessions are over and key returned
 - Instructors must have a COI on file in accordance with Part F
- *Limited availability

Building Cancellations & Refunds: Community Center, Pavilions & Beach:

- No refunds will be made for cancellations 2 months or closer to the event, unless another renter is found. In that case, 25% of the fee will be retained for processing.
- Refund requests 2 months or more from the date of the event will be charged a \$15 cancellation fee.
- Any appeal to the refund policy, for extenuating circumstances, should be made in writing with documentation, to the Recreation Director



January 7, 2025

Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142
+1 212-506-5000
Orrick.com

VIA E-MAIL:
(tom.m.carey@gmail.com)

Ms. Mary Covucci
Town Supervisor
Town of Beekman
4 Main Street
Poughquag, New York 12570

Douglas E. Goodfriend
E dgoodfriend@orrick.com
D +1 212 506 5211
F +1 212 506 5151

Re: Bond Counsel Work for:
Town of Beekman, Dutchess County, New York

Dear Supervisor Covucci:

On behalf of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), I would like to express our appreciation for the opportunity to work with the **Town of Beekman, New York** (the “Issuer”), in connection with the proposed issuance of notes and/or bonds by the Issuer. There is no change in fees from last year.

1. Scope of Services. Bond Counsel shall perform the following legal services:

- (1) Analysis of eligibility of the object or purpose for financing under State law and for financing with tax-exempt bonds under federal tax law.
- (2) Consultation with representatives of the Issuer, including your financial adviser, underwriters and underwriters' counsel (if applicable), and others, with respect to the timing, terms, and legal structure of any proposed Bonds/Notes.
- (3) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of Bonds/Notes (excluding any Bond or Note Purchase Agreement to be prepared by underwriters' counsel), including preparation of bond resolutions and related notice(s).
- (4) Preparation of the Continuing Disclosure Agreement/Certificates.
- (5) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.
- (6) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds/Notes (including a Tax Compliance Agreement) and coordination of closing for the Bond/Notes.



Ms. Mary Covucci
January 7, 2025
Page 2

(7) Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds/Notes and the tax-exempt status of interest thereon.

(8) Preparation and dissemination of closing transcripts.

Our services are limited to those specifically set forth above. For example, our services do not include representing any party in any litigation or other legal or administrative proceeding, audit or investigation. Our services also do not include any responsibility for federal or state securities laws, for real estate, land use, insurance or environmental laws, or for preparation or content of the official statement. This Agreement and all legal services to be rendered under it as to any particular issue of Bonds/Notes will terminate upon issuance of the Bonds/Notes. Our services also do not include matters after closing, such as arbitrage rebate, other post issuance tax compliance or continuing disclosure compliance, unless we are separately engaged in writing for any such work.

2. Fees and Expenses.

a. Fees for debt issuance. (see attached Fee Schedule).

b. Payment. Debt issuance fees and expenses shall be payable by Issuer at or after issuance of the Bonds/Notes. District establishment fee(s) shall be payable upon final establishment of a district.

3. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, Bond Counsel shall be paid for all satisfactory work at its usual hourly rates, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds/Notes or the Issuer. This Agreement shall not be the basis of any breach of contract claim that would have the effect of extending the statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract. Except as state above, Bond Counsel retains the right to discard any files and materials. It is Bond Counsel's current policy (subject to change) to discard all files and materials after issuance of the Bonds/Notes (except the closing transcript until after the Bonds/Notes are paid or defeased) or following cessation of work on the financing without issuance of Bonds/Notes.

4. Nature of Engagement; Client Relationships With Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as bond counsel in connection with the Bonds/Notes, Bond Counsel will act as special counsel to Issuer (as such and not any particular body, board, office or official) with respect to issuance of the Bonds/Notes; i.e., Bond Counsel will assist Issuer counsel in representing Issuer but only with respect to validity of the Bonds/Notes and the legal documents related thereto and tax status of interest on the Bonds/Notes, and in a manner not inconsistent with the role of Bond Counsel described in the first sentence of this section.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. Bond/Note Counsel agrees not to represent any such entity in connection with the Bond/Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and Issuer specifically consents to any and all such relationships.



Ms. Mary Covucci
January 7, 2025
Page 4

5. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and Bond Counsel. If you have any questions, please feel free to contact the undersigned. If these arrangements are satisfactory, I would appreciate it if you would sign and return a copy of this letter to me.

Sincerely yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____

Name: Douglas E. Goodfriend, Esq.
Title: Partner

Accepted on behalf of the Town of Beekman,
New York this ____ day of _____,
2025.

Name: Mary Covucci
Title: Supervisor

ORRICK, HERRINGTON & SUTCLIFFE LLP
GENERAL OBLIGATION FEE SCHEDULE (2025)

BOND ANTICIPATION NOTES

<u>Principal Amount</u>		<u>Fee</u>	
Up to		\$ 99,000	\$ 950
\$100,000	to	\$299,000	\$1,075
\$300,000	to	\$599,000	\$1,295
\$600,000	to	\$799,000	\$1,575
\$800,000	to	\$999,999	\$2,750
\$1,000,000	to	\$1,999,999	\$2,750 <i>plus</i> \$1.00 per \$1,000 on amount over \$1,000,000
\$2,000,000	to	\$2,999,999	\$3,750 <i>plus</i> 85 cents per \$1,000 on amount over \$2,000,000
\$3,000,000	to	\$3,999,999	\$5,265 <i>plus</i> 75 cents per \$1,000 on amount over \$3,000,000
\$4,000,000	to	\$19,999,999	\$8,735 <i>plus</i> 65 cents per \$1,000 on amount over \$4,000,000
\$20,000,000	to	\$49,999,999	\$21,500 <i>plus</i> 55 cents per \$1,000 on amount over \$20,000,000
\$50,000,000 and up		\$38,500	<i>plus</i> 50 cents per \$1,000 on amount over \$50,000,000

PLUS \$300 for each extra set of closing papers (separate purchasers).

PLUS A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed).

PLUS \$875 for review of Notice of Sale/Official Statement.

PLUS \$350 for Material Events or Continuing Disclosure certification.

PLUS \$350 for bond tax law review including Construction Election Certificate determining to pay penalty or arbitrage rebate for construction projects, if applicable.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

CASH FLOW FINANCINGS

Budget or Deficiency Notes: Base fee \$3,500 plus \$1.00 per \$1,000.

RANs: Base fee \$3,500, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

TANs: Base fee \$3,500, plus \$1.00 per \$1,000 for the first \$10,000,000, 75 cents per \$1,000 for the next \$30,000,000 and 60 cents per \$1,000 thereafter.

PLUS \$875 for review of Notice of Sale/Official Statement.

PLUS \$350 for Material Events or Continuing Disclosure (SEC Rule 15c2-12) certification.

PLUS \$350 for bond tax law review. (IRS Arbitrage rules)

No charge for RAN/TAN resolutions.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

BOND ISSUES (PUBLIC SALE)

- \$8,500 base fee *PLUS* (if applicable):
- 1) \$875 Review of Official Statement.
 - 2) \$500 Review of bond insurance documents, if applicable.
 - 3) \$350 Continuing Disclosure certification (SEC Rule 15c2-12).
 - 4) \$350 Bond Tax Law Review including Construction Election Certificate (IRS Arbitrage Rule) determining to pay penalty or arbitrage rebate for construction projects, with Arbitrage Certificate, if applicable.
 - 5) \$1.75/\$1,000 principal amount of the issue up to and including the first \$25,000,000 principal amount of the bond issue.
 - 6) \$1.50/\$1,000 principal amount above \$25,000,000 to \$50,000,000.
 - 7) \$1.25/\$1,000 thereafter.
 - 8) A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multipurpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$5,000,000 sold at private sale, except that the base fee shall be \$5,250 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$7,500 for issues sold on a competitive basis (necessitating a Notice of Bond Sale). Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)
(E.G., ADVANCE REFUNDINGS, DISCOUNT, DASNY OR EFC BONDS)

Same as for public sale with the addition of negotiated fee for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance. Additional fee for sale of bonds to DASNY or EFC, to be approved in advance.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

STATUTORY INSTALLMENT BONDS

\$4,750 base fee.

PLUS \$1.50/\$1,000 principal amount of the issue.

PLUS A one-time charge of \$350 for the drafting of any bond resolution, \$700 for multi-purpose bond resolutions (if not previously billed).

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

DISTRICT PROCEEDINGS/ELECTION PROCEEDINGS

\$5,000 for Town district formation proceedings.

\$2,500 to assist Town Attorney with Application for State Comptroller to approve district establishment

\$7,500 for Town district consolidation proceedings.

\$1,500 for Town district Section 202-b improvement proceedings.

\$1,500 for School District proposition election proceedings or Town, Village or Fire District election proceedings for bond resolution referendum, or Town district establishment referendum.

\$5,000 for BOCES unanimous consent election proceedings and intermunicipal agreement.

NO INCIDENTAL FEES OR EXPENSE CHARGES

NO HOURLY RATES

24/7/365 ACCESSIBILITY

HOURLY RATES

All billings will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the client, in advance of performance of any duties to be based on hourly rates, has been obtained.

NO TIME CHARGES TO TALK ON THE TELEPHONE OR
VIDEO CALLS OR EXCHANGE EMAILS

NO INCIDENTAL FEES OR EXPENSE CHARGES

24/7/365 ACCESSIBILITY

* * * * *

ORRICK'S FEE COVENANTS

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the Issuer in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the issuer in connection with the proposed financing.

Douglas E. Goodfriend, Esq.
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000
Fax: (212) 506-5151
Email: dgoodfriend@orrick.com

TOWN OF BEEKMAN, NEW YORK



PROCUREMENT POLICY

Adopted 08/11/20

Modified 5/09/23

Town of Beekman Procurement Policy Revised 5/09/2023

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

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

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

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

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

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

Goods purchased at auction

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

TOWN OF BEEKMAN, NEW YORK



CASH+INVESTMENT MANAGEMENT POLICY

**Adopted 08/11/20
Modified 04/27/21
02/27/24**

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A. SCOPE

This cash and investment management policy applies to all moneys and other financial resources available for investment by the Town of Beekman. The Town Board will annually review this policy.

B. OBJECTIVES

The primary objective of the town's cash and investment activities are, in priority order,

- To conform with all applicable federal, state and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity);
- To obtain a reasonable rate of return (yield)

C. DELEGATION OF AUTHORITY

The governing boards' responsibility for administration of the investment program is delegated to the Town Supervisor who, with the assistance of the Town's Finance office, shall establish written procedures for the management of the cash and investment program consistent with these guidelines. Such procedures shall include an adequate internal control structure to provide satisfactory level of accountability based on a database or records incorporation description and amounts of cash deposits and investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

D. PRUDENCE

1. All participants in the cash and investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Beekman to govern effectively.
2. Deposits and Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal, as well as, the probable income to be derived.
3. All participants involved in the cash and investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

E. DIVERSIFICATION

It is the policy of the Town Of Beekman to diversify its deposits and investments by financial institution, by investment instrument, and my maturity scheduling.

F. INTERNAL CONTROLS

1. It is the policy of the Town of Beekman for all monies collected by an officer or employee of the government to transfer those funds to the Town Supervisor within 5 days of deposit, or within the time period specified in law, whichever is shorter.
2. The Town Supervisor with the assistance of the Town Finance Office is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or deposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulation.

G. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized in the State of New York for the deposit of monies up to the maximum amounts are as follows:

<u>Depository</u>	<u>Maximum</u>	<u>Contact</u>
M&T Bank	\$15,000,000	
NY CLASS	\$5,000,000	
All other Banks	\$2,000,000	

H. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law #10, all deposits of the Town of Beekman, including certificates of deposit and special time deposits. In excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML #10 equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

I. SAFEKEEPING AND COLLATERALIZATION

1. Eligible securities used for collateralizing deposits shall be held by the depository and or a third party bank or trust company subject to security and custodial agreements.
2. The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer for with an assignment in blank to the Town of Beekman or Custodial bank.
3. The custodial agreement shall provide that securities held by the bank or trust company, or agent of the custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodial shall confirm the receipt, substitution or release of the securities, the agreement shall provide for the frequency of the revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in securities.

J. PERMITTED INVESTMENTS

As authorized by GML sec. 11, the Town Of Beekman authorizes the Town Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts
- Certificates of deposit
- Obligations of the United State of America
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York
- Obligations issued pursuant to LFL sec. 24 or 25 (with approval of the State Comptroller) by a municipality, school district or district corporation other than the Town of Beekman
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statues' governing such entities or whose specific enabling legislation authorizes such investments.
- Certificates of Participation (COPS) issued pursuant to GML, section 109-b,
- Obligations of this local government, but only with any moneys, in a reserve fund established pursuant to GML, section 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k,6-l, 6-m, or 6-n.

J. PERMITTED INVESTMENTS (cont'd)

- NY CLASS
- Cooperative Investments provided the legality and safety, and liquidity of all monies invested is on a cooperative basis documented with review by Legal Counsel and agreement approved by the Town Board.

All investments obligations shall be payable or redeemable at the option of the Town of Beekman within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Beekman within two years of the date of purchase.

K. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town Of Beekman shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worth to do business in the State of New York. Banks shall provide their most recent Consolidated Report of the condition (Call report) at the request of the Town of Beekman.

L. PURCHASE OF INVESTMENTS

The Supervisor is authorized to contract for the purchase of investments;

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program (CLASS) with another authorized governmental entity pursuant to Article 5G of the GML where such program meets all the requirements set forth in the Office of the State Comptroller Opinion no. 88-46 , and the specific program has been authorized by the governing Board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.

All purchase obligations, unless registered or inscribed in the name of the local government, shall be purchase through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Beekman by the bank or trust company. Any obligation held in custody of a bank or trust company shall be held pursuant to a written custodial agreement as described n GML #10.

The custodial agreement shall provide the securities held by the bank or trust company, as agent of and custodial for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any deposit or other liabilities. The agreement shall describe how the custodial shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

APPENDIX A

M. SCHEDULE OF ELIGIBLE SECURITIES

- 1 Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- 2 Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank the Asian Development Bank and the African Development Bank.
- 3 Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- 4 Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposits of public moneys.
- 5 Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- 6 Obligations of Puerto Rico rated in one of the three highest rating categories by at last one nationally recognized statistical rating organization.
- 7 Obligations of counties, cities and other governmental entities of an state other than the State of New York giving the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- 8 Obligations of domestic corporations rated n one of the two highest rating categories by at last one nationally recognized statistical rating organization @110% of deposited funds.
- 9 Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies @ 120% of deposited funds.
- 10 Commercial paper and bankers acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged @110% of deposited funds.
- 11 Zero coupon obligations of the United State government marketed as "Treasury strips" @120% of deposited funds.
- 12 Surety Bonds issued by certain highly-rated insurance companies @100% of deposited funds.
- 13 Letters of Credit with a maturity of less than 90 days issued by certain highly-rated or well capitalized banks at 130% of deposited funds.

TOWN OF BEEKMAN

Cash Receipts Policy



Amended January 8, 2025

Adopted in August 2015, Amended January 2016; August 2017; August 2020: January 2022
March 2023, January 2025

CASH RECEIPTS POLICY

Introduction

Internal controls are essential for “good” management and specific to cash receipts can be defined as activities (safeguards) that are in place to provide reasonable assurance that those cash receipts will not be misplaced, lost or stolen.

Overview

The Town of Beekman routinely engages in the receipt of cash during the normal course of business. Those receipts are the property of the taxpayers and must be safeguarded. Cash receipts can be misplaced, lost or stolen if proper internal controls are not followed as a regular routine. This policy includes procedures specific to the handling of cash receipts related to Special Districts, the Recreation Department and all other departments within the Town.

Accounting Records

Each department that handles cash receipts, in any amount, MUST maintain up to date accounting records for those cash receipts in a format that has been approved by the Finance Department, and is consistent with the accounting practices of the Town of Beekman.

Definitions

Cash: For the purposes of this section, cash is defined as currency, coins, checks and money orders or any form of payment received in the normal course of business in the Town of Beekman.

Petty Cash Funds by Office

Town Clerk	\$ 200.00
Town Receiver of Taxes	\$ 200.00
Parks & Recreation	\$ 550.00
Town Bookkeeper	\$ 50.00

Cash Transactions (Except Recreation Dept.)

- Petty Cash
 - Department Head is responsible for petty cash
 - Petty cash must be kept locked and out of view in public areas
 - Up to date accounting records and a receipt book must be kept
 - Reconciliation of the petty cash must take place monthly even if no transactions took place.
 - Two town employees must verify all monies counted during reconciliation of the petty cash account.
 - Both must sign accounting reports that memorialize that verification
 - Routine purchases cannot be made using petty cash.
 - Any purchase that must be made through the use of petty cash due to exigent circumstances must be approved by a Department Head. (subject to the limits prescribed in the procurement policy)
 - Receipts for all expenditures must be obtained and maintained.
 - The Department Head must submit a report monthly to the Town Finance Department which outlines all expenditures and verifies the amount of cash on hand. This report must be submitted even if no transactions took place. The cash on hand must be verified and reported monthly.
 - Petty cash can be replenished periodically only when accurate accounting records including receipts showing the need for replenishment are presented to the Finance Department as part of that process.

Transmittal of Cash Received (Except Recreation Dept.)

The Town Finance Department is the sole receiver of all cash obtained in any department during the normal course of business. If a department does not maintain an authorized bank deposit account, all cash received must be transmitted to the Town Finance Department on a daily basis for deposit.

When cash is received within a given town department:

- A receipt must be issued to the person who provided the cash. Two town employees must verify the monies and sign the receipt.
- A copy of that receipt MUST be maintained with the department's records.
- Each department must maintain accounting records to reflect all cash transactions.
- Cash transmitted to the Town Finance Department must have an itemized list of sources of cash. The cash must be accompanied by a transmittal memo.
- Cash being transmitted to the Town Finance Department must be handed to the Bookkeeper or the Bookkeeper's designee. It will be recounted in the presence of the Bookkeeper or the Bookkeeper's designee.
- The transmittal document will serve as a receipt and be signed by the Town Bookkeeper or the Bookkeeper's designee. A copy will be made by the Town Finance Department and must be maintained with the department's accounting records.
- No cash receipts may be left in any area of the Town Bookkeeper's office unless those cash receipts have been transmitted to an employee of that office and a receipt has been received for the transmittal.

Procedure for Collection of Cash Received For Special Districts

The Town is currently managing the Dover Ridge Water & Sewer Districts. This entails the quarterly billing and collection of payments from the property owners within these districts. All payments are obtained within the Finance Department of the Town.

When cash is received for Dover Ridge Water & Sewer Districts obligations:

- All payments will be received by the Finance Department.
- A receipt will be issued to all individuals making hand delivered payments in Town Hall.
- A copy of that receipt MUST be maintained with the department's records and also must accompany the cash when it is turned in to the Town Finance Department.
- All payments received via U.S. Postal Service or in any other manner will have a corresponding receipt forwarded, upon request.
- The Finance Department will record the payments into spreadsheet being maintained for accounting and billing purposes.
- Received cash is turned over to the Town Finance Department
- The Town Bookkeeper will deposit the cash within four (4) business days of receipt.
- The Town Finance Department will make any/all corresponding journal entries related to the Dover Ridge Water & Sewer District.
- Bank Reconciliations for the Dover Ridge bank accounts will be prepared by the Finance Department.

Recreation Department Procedures for the Handling of Cash

The Rec Department is authorized to maintain \$550 of Petty Cash

- It will be in a box in the safe in the Rec office
- Staff and consultants will be reimbursed for budgeted/authorized expenses paid out of pocket if a receipt is produced
 - The receipt will be numbered and placed in the Petty Cash box when the cash is given to the purchaser
- If an authorized staff person or consultant (purchaser) requests cash in advance for an approved purchase, a "Petty Cash Request and Receipt" form will be completed for the amount borrowed to make the purchase and the form will be stored in the Petty Cash box
 - Upon the completion of the purchase the purchaser will provide the receipts for the items and change adding up to the amount borrowed
 - The receipts and change will be put in the Petty Cash box and the Petty Cash Request & Receipt form will be signed off on indicating that the receipts and change add up to the amount borrowed, and then the form will be destroyed, since the receipts accurately reflect the purchase
 - All receipts will be numbered
- Monthly or bi-monthly (2x/month), a voucher for Petty Cash will be submitted to the Finance Department to replenish Petty Cash
 - It will have all numbered receipts explained and expenses for each allocated to the appropriate budget lines
 - The sum of all receipts, cash in the box, and outstanding Petty Cash Request & Receipt forms will total \$550
- Petty Cash will be Reconciled when the voucher is completed using the "Petty Cash Reconciliation Form" and submitted when a voucher is submitted to reimburse Petty Cash

Fees Collected in the Office

- There will be a \$100 cash "drawer", actually a pencil case, kept for the purposes of making change in the office
 - It will be locked up in the safe at night, and in the receipt file cabinet during the day
 - On weekends in the summer it will be in the locked file cabinet – see below
- When a patron comes in to register for a program, or reserve a facility the staff member will
 - Look in MyRec for their account, and if there is no account, one will be created
 - If the patron wants Beekman residency status, they must provide photo ID and a tax or utility bill
 - The staff member will then enter their registration or reservation into MyRec and generate an Invoice
 - The Invoice will reflect how payment is made: cash, check, credit card, or account credit
 - The Invoice will be printed and the patron will sign the bottom.

Recreation Department Procedures for the Handling of Cash (cont'd)

- If payment is made by cash or check, the payment is attached to the Invoice and it is placed in the receipt file cabinet until the end of the day, when it is put in the safe
- If payment is made by credit card or account credit, the receipt is placed in a separate file in the receipt file cabinet and kept until the end of the year when it joins all other registrations for the year and is saved as per the MU-1
- Receipts are emailed by the MyRec system to the patron, and a copy can be made for the patron if they request it
- If the patron is booking a facility or field an additional Reservation Form and applicable conditions is completed and signed by the patron and filed
 - Facility Reservation Forms are filed in a tickler to be resurrected the week of the reservation
 - Fields are filed in the field drawer with the Leagues' other documents
- Each business day or two, the receipts of the day are balanced with MyRec reports and a Transmittal is created and brought to the Finance Department
 - The Transmittal lists the checks and cash and indicates to which accounts it is applied
 - The Finance Department counts the checks and cash, matches it to the MyRec reports and signs off
 - The Finance Department brings the cash and checks to the bank and provides the Rec Department with a copy of the monthly Bank Statement

Cash Security Deposits Collected in the Office

- Facility Rentals for parties have cash only security deposits due the week of the rental
 - The amount collected is recorded on the Rental Agreement and placed in the safe at the end of the day
 - The renter is given a copy and a key to the facility rented
 - The Maintenance staff communicates any problems with the rental to the Rec Office on Monday mornings
 - If there are no problems, when the renter returns the key, the Cash Security is returned and the renter signs off on the bottom of the Rental Agreement that they have indeed received their cash back
 - The form is filed and saved as per the MU-1
 - In cases where there is a problem and not all the cash is returned, the reason is listed, and the cash is receipted in MyRec as an addition to that particular rental and that cash is then processed as described in "Fees Collected in the Office" above
- Field rentals for teams and Leagues
 - A \$250 cash security is kept for each League in the safe and is returned at the end of the season

Recreation Department Procedures for the Handling of Cash (cont'd)

Fees collected by Gate Staff in the summer

- There will be three \$50 banks (pencil cases) for up to 3 staff members collecting fees at any given time at the Gazebo
 - Each bank will be counted out and a “Daily Financial Report” form with an “Office” staff initialing it (Summer Manager on weekends) and given to the Gate staff member who is to open a bank
 - Upon picking it up in the office and bringing it to Gate, the Summer Manager will also initial it
 - The Gate Staff will initial that they confirm they received the \$50
- The Summer Manager will log the Gate Staff (& themselves) onto separate computers in their respective MyRec accounts
- Staff members will only make transactions on their own log ons
- When a patron comes to the Gazebo to register for a program, Gate staff will
 - Look in MyRec for their account, and if there is no account, one will be created
 - If the patron wants Beekman residency status, they must provide photo ID and a tax or utility bill
 - The staff member will then enter their registration into MyRec and generate an Invoice but not print it
 - The Invoice will reflect how payment is made: cash, check, credit card, or account credit
 - If payment is made by cash or check, the payment is placed in the pencil case assigned to that staff member
 - Receipts are emailed by the MyRec system to the patron, and a copy can be made for the patron if they request it
- When a patron comes to the Gazebo to play a round of Mini-golf Gate staff will
 - Look in MyRec for their account and if there is one, proceed as above
 - If there is no account, Gate staff will go to the Beekman Recreation and Parks account and select the correct aged person for Mini-golf and indicate “how many” of that age are playing
 - They will then enter them each:
 - as a “guest” with their names so that there is an accounting of each person playing
 - in addition, their names will be placed in the notes so that is shows on the receipt
- At the end of the Gate staff’s shift
 - The Gate Staff person will total up their checks and cash and reflect the same on the “Daily Financial Report”
 - The Summer Manager will print a MyRec report listing all the transactions made by that staff member that day and match the cash and checks on the report to the “Daily Financial Report” and sign off on both reports
 - The Summer Manager will put all reports together with the cash and checks and put it in the File Cabinet for review by Office staff the next business day

Procedure for Receipt of Teen leadership Council Donations

In that the Beekman Teen Leadership Council is developing leadership skills in our youth it is desirous to create Leadership Positions and responsibilities within the group. The group would like to create the position of Treasurer with the responsibility of tracking donations and allocating them to members to attend the annual Leadership Weekend.

Procedure:

- There will be donations bins placed at specific activities at Town events where the TLC members are volunteering
- The TLC members at those activities will oversee the bin and total up the funds at the end of the event
- The TLC Event Treasurer will collect and record the donations from each bin on a ledger sheet
- The TLC Event Treasurer will present the donations and the ledger sheet to the Rec Director or her designee to be signed off on by both and placed in the safe
- Each events' donations will be added to the ledger in this way until it is time to register for the Leadership Weekend
- Once it is determined how many teens are registering for the Leadership Weekend, the total of the donations will be divided evenly among them to assist them in covering their half of the fee; the Town pays for the other half

Fees collected by Staff within Programs

(to be used in anticipation of the need to collect money for a specific program or activity outside the office)

- The following will be given to the Program Staff member
 - A \$50 bank (pencil cases)
 - A Financial Report for the Out of Office Collection of Fees (FROOC)
 - Pre-numbered Registration Forms
- On the FROOC, a Rec Office staff member will have initialed the amount in the "Starting Bank" and the "Number of (Registration) Forms" prior to giving it to the Program Staff member
- Upon picking up the materials, the Program Staff member will verify the "Starting Bank" and the # Registration Forms and initial the FROOC
- The Program Staff member will give out blank pre-numbered Registration forms to the patrons
- Upon collection of fees, the Program Staff Member will:
 - Staple checks to the relevant numbered Registration Form, put cash in the "bank"
 - On the FROOC, next to the Form Number they will:
 - Record the name of the person who wrote the check
 - If it is different from the name of the person registering, they will record that name
 - Record the check # (or write in "cash")

Fees collected by Staff within Programs (cont'd)

- Upon completion, the Program Staff member will total up and report on the FROOC
 - The checks and cash
 - The number of Registration Forms complete
 - The number of Registration Form returned empty
- The Program Staff member will return the completed FROOC, the registration Forms with the stapled cash and checks to the Rec Office
- Staff in the Rec Office will
 - Verify and initial:
 - The Cash and Checks received
 - The number of Registration Forms completed
 - The number of Registration Forms returned empty
 - Process each Registration in MyRec and will record the Invoice number of the transaction on the FROOC

Depositing Cash Receipts

All cash receipts MUST be deposited within four (4) business days.

- All cash receipts must be secured in an approved locked area while awaiting deposit.
- Departments that maintain approved bank accounts must deposit cash on hand within four (4) business days of receipt.

Failure to Adhere to this Policy and Proper Procedures

Employees who fail to adhere to this policy or procedures may:

- Be responsible for any missing or unaccounted funds
- Be subject to disciplinary proceedings up to and including dismissal and/or criminal proceedings.

EMPLOYEE ACKNOWLEDGMENT FORM

I have received a copy of the Town's Cash Receipts Policy amended by the Town Board on January 8, 2025. I agree to review the policy and abide by it at all times. I understand that questions about the policy should be directed to the Supervisor.

Name of Employee (Please Print)

Signature

Date

Parent or Guardian Signature if under 18 years of age

Date

Thomas M. Carey Consulting Agreement

This Consulting Agreement (the "Agreement") is entered into this 1st Day of January 2025 by and between Thomas M. Carey, an individual, ("Consultant") and the Town of Beekman, in Dutchess County, New York (the "Client").

RECITALS

WHEREAS, the Client would like to engage Consultant to perform financial and/or comptroller services; and

WHEREAS, Consultant has agreed to perform consulting work for the Client and other related activities as requested by the Client

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Client professional financial and/or comptroller consulting services ("Consulting services") on and off sight as described in the attached schedule Addendum A.

2. Consideration.

A. RATE. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Client will pay Consultant at the rate of \$112.00 per hour from January 1, 2025 to December 31, 2025 to be paid by Voucher Check. Consultant shall submit written, signed reports of the time spent on and off sight performing Consulting Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. The Client shall pay Consultant the amounts due pursuant to submitted reports within 30 days after such reports are received by the Client.

B. EXPENSES. Additionally, the Client will pay Consultant for all of the following expenses incurred while the Agreement between Consultant and the Client exists: (a) travel expenses to and from all work sites (including parking and tolls); (b) meal expenses; (c) administrative expenses; and (d) lodging Expenses if work demands overnight stays.

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses were incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports within 30 days after a report is received by the Client.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Client and Consultant. Consultant is an independent

contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold herself out as an employee of the Client.

4. Confidentiality.

4.1 Confidential Information. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that information could reasonably be expected to cause harm to the Client.

4.2 Non-Disclosure Requirement. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information, which the Consultant has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information, which is a trade secret in which case those obligations will last indefinitely.

4.3 Format of Confidential Information. All Confidential Information disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

5. Term. This Agreement will begin on the date of this Agreement and will remain in full force and effect until December 31, 2025, subject to earlier termination as provided in the Agreement. The term of this Agreement may be extended by written consent of the parties. In the event that either party wishes to terminate this Agreement prior to December 31, 2025, that party will be required to provide thirty (30) days written notice to the other party.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States, or international mail properly addressed to the appropriate party at the address set forth below:

1. Notices to Consultant: Thomas M. Carey, 19989 Sandy Bottom Circle, Unit 706, Rehoboth Beach, Delaware, 19971

2. Notices to the Client: Town Of Beekman, 4 Main St. Poughquag, N. Y. 12570

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Client and to the Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Client.

7.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of New York, without regard for choice of law principles. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

7.4 Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative for each party.

7.5 Waiver. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.


WHEREFORE, the parties have executed this Agreement as of the date first written above.

[CLIENT:]

TOWN OF BEEKMAN

By: Mary B. Covucci, Supervisor

[CONSULTANT:]



By: Thomas M. Carey

WALLACE & WALLACE, LLP

Attorneys and Counselors at Law

85 Civic Center Plaza, LL3

Poughkeepsie, NY 12601

845 473-0900

FAX: 845 473-5548

RETAINER AGREEMENT

THIS AGREEMENT FOR LEGAL SERVICES is made by and between **WALLACE & WALLACE, LLP**, 85 Civic Center Plaza, LL3, Poughkeepsie, New York, 12601 (the "Firm") and the **TOWN OF BEEKMAN** (the "Town"), having its principal offices at 4 Main Street, Poughquag, New York 12570.

1. Nature of Services to be Provided by the Firm

This Agreement confirms that the Town has retained the Firm as the attorney to the Town to render legal services. Basic legal services provided under this Agreement include, but are not limited to:

- a) General advice to the various Boards and Town Staff, including the Supervisor, the Town Clerk, the Comptroller, the Highway Department, Building Department, Assessor's Office, Zoning Department, Buildings & Grounds, Recreation, etc., as well as the Planning Board and Zoning Board of Appeals if required;
- b) Attendance at Town Board meetings;
- c) Attendance at the meetings of the Zoning Board of Appeals as directed and required;
- d) Attendance at the meeting of the Planning Board;
- e) Attendance at Board of Ethics meetings as required;
- f) The issuance of written legal opinions regarding legal questions;
- g) Issuing statements to auditors regarding pending and threatened litigation;
- h) Representing the Town in claims brought against it, including coordination with counsel appointed by the Town's insurance carrier;
- i) Drafting of local laws and ordinances;
- j) Attending meetings with Town Officers and Staff as required;
- k) Investigation of Town Code and Uniform Code violations and assist staff with initial investigation and drafting of complaints (services rendered in prosecutions handled by separate agreement with an unaffiliated attorney);
- l) Providing legal advice regarding the Special Improvement Districts of the Town;

Tax certiorari matters (except if such matters go to trial) which would fall under item (iii) below);

(ii) All legal services which are not included in the basic legal services, such as matters pertaining to sewer and water districts, special capital projects and municipal finance will be billed at a rate of \$225.00 per hour.

- (iii) All litigation and tax certiorari shall be billed at an hourly rate of \$225.00 per hour.
- (iv) All legal services rendered in conjunction with applications before the Planning Board and/or Zoning Board of Appeals, where an escrow fee has been established, will be billed at the rate of \$215.00 per hour.

The Firm acknowledges that the Town has reserved the right to retain, at its sole option, other legal counsel for certain specialized legal matters including but not limited to employment matters. This reservation of rights does not preclude the Town from assigning any of these matters to the Firm.

2. Handling and Status of Matters

Craig M. Wallace, Esq. will coordinate the efforts of the Firm on the Town's behalf and will be primarily responsible for assigning tasks within the Firm on behalf of the Town. The Town understands that no one particular member of the Firm is being retained but rather, the Firm, as an entity, is undertaking the legal representation of the Town pursuant to this Agreement. The Firm reserves the right to assign and delegate all aspects of such representation as the Firm, in its sole discretion, deems appropriate. The Firm shall keep the Town informed of the status of any litigation matters and notify the Town promptly of any developments. Copies of all court papers will be supplied to the Town as they are prepared, unless the Town requests to the contrary. Attorneys of the Firm will be available for meetings and telephone conversations with Town personnel at mutually convenient times.

3. Hourly Rates and Billing

The Firm's legal services shall be billed at the following rates:

- The rate for all non-litigation, non-escrow legal services provided by attorneys with five or more years of experience would be \$225 per hour.
- The rate for all escrow (pass through) matters provided by attorneys with five or more years of experience would be \$215 per hour.
- The rate for legal services on litigation matters provided by attorneys with five or more years of experience would be \$225 per hour.
- If the assistance of a paralegal is warranted on a particular project, that work would be billed at a rate of \$95 per hour.

The Firm generally does not bill for travel time and will not bill for travel between the Firm and the Town Hall. The Firm will bill for travel time for any court appearances which may be required outside of Dutchess County, and may, at its discretion, bill for travel time for meetings conducted on the Town's behalf in locations outside the Town.

The Firm agrees not to bill for the services of more than one attorney who attends the same meeting, conference or event unless approved in advance. In addition, the Firm does not generally bill for conversations between or among attorneys in the Firm relating to the Town's matters.

The Firm shall submit statements of all payments due under this Agreement on a monthly basis to the Town Supervisor for review and approval. All work performed by the Firm shall be billed in increments of tenths of an hour. The monthly statement shall be in a form approved by the Town and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any costs or expenses eligible for reimbursement. If the Town has any questions or concerns about a bill, please promptly so advise. The Town will not be charged for time expended in discussing with the Firm any aspect of a bill.

4. Expenses

The Firm will not bill for routine copying of papers, postage or telephone charges. The Firm shall pay all overhead incurred in providing legal services to the Town including, but not limited to, reasonable and necessary office facilities, equipment, books, supplies, secretarial services, word processing, faxes, telephone usage, insurance, office supplies, copying and telephone charges. The Firm reserves the right to employ a copy service for large copying projects and to bill the actual cost of such copying to the Town. The Firm does not bill for mileage. The Firm does not charge the Town for the costs it incurs for legal research providers such as Lexis and Westlaw.

In addition to the hourly rates set forth in the previous section, the Town agrees to reimburse the Firm for any filing fees, recording fees, court costs, process server costs, overnight mail expenses, transcripts and the customary fees of stenographers, or other expenses actually incurred by or billed to the Firm.

The Firm shall seek prior permission from the Town for any expenses anticipated to exceed \$350.00. The Firm also shall seek prior permission from the Town for the retention of any experts or investigators, such as accountants, appraisers. Following such permission, the Town agrees to reimburse the Firm for such expenditures.

5. Conflicts of Interest

The Town recognizes that the Firm represents other clients. During the term of this Agreement, the Firm will not represent any new client, including but not limited to a municipality, county, local or state government agency or other person or entity in matters which the Firm determines to be directly adverse to the Town, nor will the Firm represent the Town in matters which the Firm determines to be directly adverse to the interests of any other client of the Firm. The Firm shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, the Firm shall immediately notify the Town.

6. Independent Contractor

The Firm shall perform all services required under this Agreement as an independent contractor of the Town and shall remain at all times as to the Town a wholly independent contractor with only such obligations as are consistent with that role.

7. Insurance Coverage

The Firm shall procure and maintain, at its cost, errors and omissions/professional liability insurance coverage in the amount of not less than \$1,000,000 per occurrence. Such insurance shall be kept in effect during the term of this Agreement and shall not be canceled without thirty (30) days' advance written notice of any proposed cancellation to the Town. The Firm shall provide certificates evidencing such insurance as may be requested by the Town.

8. Dispute Resolution

This Retainer Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any dispute or disagreement arises between the Town and the Firm as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and the Firm, the quality of the services rendered, and the billing of such services, the Town and the Firm agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually-satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

9. Records and Reports

The Firm shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the Town to evaluate the performance of the required services. The Town shall have full and free access to such books and records that deal specifically with the services performed by the Firm at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records. All reports, records, documents, and other materials prepared by the Firm, its employees and agents in the performance of this Agreement shall be the property of the Town and shall be delivered to the Town upon request by the Town or upon termination of this Agreement. The Firm shall have no claim for further or additional compensation as a result of the exercise by the Town of its full rights of ownership of the documents and material hereunder. The Firm may retain copies of such documents for its/own use.

10. Nondiscrimination

The Firm pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, or ancestry in the performance of services under this Agreement.

11. Termination

The Firm shall at all times serve under the terms of this Agreement at the pleasure of the Town Board, and the Town Board hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to the Firm. Upon receipt of any notice of termination, the Firm shall cease all services under this Agreement except as may be specifically authorized by the Town. At that time, all further obligations of the Town to pay the Firm for services rendered under this Agreement shall thereupon cease, provided, however, that the Town shall be obliged to pay for all services, costs, and expenditures lawfully incurred by the Firm to the effective date of such termination, or subsequent to the date of termination at the direction of the Town.

The Firm reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to the Town.

In the event of a termination of this Agreement by either party, the Firm shall cooperate with the Town City in transferring the files and assignments to the Town Clerk or other person designated by City pending the hiring of another firm by the Town. The Firm shall be compensated at the hourly rates set forth in this Agreement should it be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. Notices

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

If to the Town:

Beekman Town Supervisor
Town Hall
4 Main Street
Poughquag, New York 12570

If to the Firm:

Wallace & Wallace, LLP
85 Civic Center Plaza, LL3
Poughkeepsie, NY 12601

13. Amendment, Assignment, Severability of Agreement

This Agreement contains all of the terms and conditions agreed to between the Town and the Firm. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing signed by both parties. This Agreement may not be assigned by either party without the written consent of the other party. If this Agreement contains any unlawful provision

not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

14. Representations

Each signatory hereto represents that he has the authority to bind the party for which he signs.

15. Effective Date

This Agreement will govern all legal services performed by the Firm on behalf of the Town. The term of this Agreement shall commence on January 1, 2025, and shall continue in effect until amended or terminated.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate on the ___ day of _____ 2024.

Town of Beekman

Wallace & Wallace, LLP

By: _____
Mary B. Covucci, Town Supervisor

By: _____
Craig M. Wallace, Esq.