

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday September 24, 2024

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday September 24, 2024. The meeting was called to order by Supervisor Covucci at 6:03PM. The following members were present: Supervisor Mary Covucci, Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present: Town Clerk, Laureen Abbatantuono and Town Attorney, Craig Wallace

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

Supervisor Covucci called on Lt. Petrus and Sgt. Wyman from the Dutchess County Sheriff's office to present a report and to take questions from residents regarding statistics of crime in Beekman. (video can be viewed on the towns website)

Supervisor Covucci called on Dan Koehler Town of Beekman Engineer from Hudson Land Design to present a report on prior, current and future projects within the Town of Beekman. (please see the attached) Town Board members also answered prior questions from concerned residents.

Supervisor Covucci, tonight the Town Board is going to address some of the issues and questions that have been revolving around the Local Law to Abolish the Elected Highway position. (please see the attached which was read by Town Board members)

Supervisor Covucci went over the Agenda items and provided details on a future Local Law prohibiting lithium batteries. The items were read by Town Board members.

There were no public comments on Agenda items:

There were no written comments:

Public Comments: Bill Crane, 254 Gardner Hollow Road there are three proposals in front the planning board which involve building residencies up on top of a slope where there's water involved in all where pollutants from the residencies could pour down into the water or come down into the stream and asked the Town Board if they could look into the comprehensive plan.

Other Town Board Business: Councilman Battaglini: NYSEG will be issuing a onetime credit will be applied automatically and will appear under miscellaneous charges. Councilman Capollari, Tidy Up Beekman, Supervisor Covucci thanked the Rec Director.

Supervisor Covucci made a motion at 6:32PM to adjourn the Town Board meeting, seconded by Councilman Battaglini, All in Favor, AYE.

Respectfully Submitted by Town Clerk
Laureen Abbatantuono
26 September, 2024
Laureen Abbatantuono

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
SEPTEMBER 24, 2024**

6:00 PM

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

TOWN BOARD MEETING

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

RESOLUTIONS

1. Accept August 20, 2024 Minutes
2. Accept September 10, 2024 Minutes
3. Correction to Scheduled Meeting Dates for November 2024
4. Moratorium for Battery Storage Facility
5. Authorize Survey for Doherty Park
6. Authorize the Abandonment of the Dover Ridge Hydropneumatic Tank
7. Creating the Capital Project for Doherty Park
8. Permit Agreement For Barton Orchards
9. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments – (3 Minutes limit)

- **Next Special Town Board Meeting: Thursday September 30, 2024 at 5:00 PM**
- **Next Regular Town Board Meeting: Tuesday October 8, 2024 at 6:00 PM**

ADJOURN

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
SEPTEMBER 24, 2024**

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- Meeting called to order
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TOWN BOARD MEETING

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

RESOLUTIONS

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- Other Town Board Business
- General Board Comments
- Public Comments – (3 Minutes limit)

- **Next Special Town Board Meeting: Thursday September 30, 2024 at 5:00 PM**
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ADJOURN

***AGENDA SUBJECT TO CHANGE**

RESOLUTION NO. 09:24:24-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the August 20, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the August 20, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-2
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the September 10, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the September 10, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-3
RE: CORRECTION FOR NOVEMBER TOWN BOARD MEETING DATES

WHEREAS, by Resolution No. 09:10:24-8 the Town Board Meeting Dates for the months of September 2024 thru November 2024 was outlined; and

WHEREAS, the November 19, 2024 was incorrectly stated as being a Thursday

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

Tuesday, September 24, 2024	Regular Town Board Meeting (6 PM)
Monday, September 30, 2024	Special Town Board Meeting (5 PM)

Tuesday, October 8, 2024	Regular Town Board Meeting (6 PM)
Tuesday, October 22, 2024	Regular Town Board Meeting (6 PM)

Wednesday, November 6, 2024	Regular Town Board Meeting (6 PM)
Tuesday, November 19, 2024	Regular Town Board Meeting (6 PM); and

BE IT FURTHER RESOLVED All meetings will take place at Beekman Town Hall, 4 Main Street at 6 PM the exception being the September 30, 2024 Special Town Board Meeting to be held at 5 PM.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: September 24, 2024

TOWN OF BEEKMAN
County of Dutchess, State of New York
RESOLUTION NO. 09:24:24-4
RE: RESOLUTION INTRODUCING LOCAL LAW NO. 2 - 2024 AND PROVIDING FOR
PUBLIC NOTICE AND HEARING

DATE OF CONSIDERING/ADOPTION: October 8, 2024

BE IT RESOLVED, that a local law Establishing a Temporary Land Use Moratorium Prohibiting Lithium Battery Storage Facilities in the Town of Beekman, is hereby introduced by _____, as Introductory Local Law No, 2 of the year 2024 before the Town Board of the Town of Beekman in the County of Dutchess and State of New York, and

BE IT FURTHER RESOLVED, that copies of the aforesaid proposed Local Law, which is attached hereto, be laid upon the desk of each member of the Board, and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing on said proposed notice in the official newspaper of the Town of Beekman of said public hearing at least five (5) days prior thereto.

INTRODUCED BY: COUNCILMAN LEMAK
SECONDED BY: COUNCILMAN BATTAGLINI

UPON ROLL CALL VOTE:

Councilman Capollari	<u> X </u>	<u> </u>
Councilman Battaglini	<u> X </u>	<u> </u>
Councilman Lemak	<u> X </u>	<u> </u>
Councilwoman Wohrman	<u> X </u>	<u> </u>
Supervisor Covucci	<u> X </u>	<u> </u>

VOTE: RESOLUTION CARRIED BY A VOTE OF 5 TO 5 ABSTAIN

State of New York }
County of Dutchess } ss:

I, Laureen Abbatantuono, Town Clerk of the Town of Beekman, do hereby certify that the above is a true and exact copy of a Resolution adopted by the Town Board of the Town of Beekman at a meeting of said Board on September 24, 2024.

Dated: September 25, 2024

Laureen Abbatantuono, Town Clerk

**LOCAL LAW NO. 2 OF 2024
ENACTING A TEMPORARY MORATORIUM ON
ALL BATTERY ENERGY STORAGE SYSTEM FACILITIES**

**SECTION I.
SHORT TITLE**

This local law shall be cited as Local Law No.2 of 2024 of the Town of Beekman and it is entitled the "2024 Temporary Moratorium Law on Battery Energy Storage System Facilities."

**SECTION II.
LEGISLATIVE FINDINGS**

WHEREAS, several Hudson Valley communities are witnessing the introduction of a previously unfamiliar form of Green-adjacent technology in the form of Battery Energy Storage Systems, or "BESS"; and

WHEREAS, BESS facilities generally consist of rows of rechargeable batteries housed in self-contained, interconnected storage units. BESS facilities typically operate by drawing surplus energy from the local power grid during periods of low usage and storing it for later distribution back into the grid during peak demand; and

WHEREAS, the Town of Beekman and local Fire Companies have raised concerns regarding BESS facilities over the presence of highly flammable substances, such as from lithium-ion batteries, and possible air and groundwater contamination; and

WHEREAS, following the third fire at a battery energy storage facility in as many months in New York this summer, Gov. Kathy Hochul announced the creation of a state inter-agency working group tasked with ensuring the safety of battery energy storage systems across New York State; and

WHEREAS, the Town Board finds it imperative that the town undertake a thorough examination of these systems to identify any possible threats to public health, safety and welfare as well as evaluate the potential for environmental degradation; and

WHEREAS, other potentially significant planning concerns associated with BESS facilities such as noise generated by cooling fans may affect the quality of life of our residents; and

WHEREAS, it is essential for the Town of Beekman to enact a temporary moratorium to carefully evaluate the implications of BESS facilities and assess how they impact the Town, its residents, and its fire prevention infrastructure; and

WHEREAS, the Town Board of the Town of Beekman has determined that in accordance with Section 617.5(c) (30) SEQRA.

IT IS THEREFORE FOUND BY TOWN OF BEEKMAN TOWN BOARD that the Town of Beekman shall implement a moratorium to allow for a comprehensive and deliberate examination of BESS facilities and the recently introduced state inter-agency working group,

with the aim of preserving the Town's ability to address the unique needs and concerns of its community in the realm of battery energy storage system regulations.

SECTION III. **AUTHORITY**

This moratorium is enacted by the Town Board of the Town of Beekman pursuant to its authority to adopt local laws under Article IV of the New York State Constitution and Municipal Home Rule Law Section 10.

SECTION IV. **MORATORIUM**

- (A) For a period of nine (9) months from the effective date of this Local Law, no applications shall be accepted or considered by the Planning Department or the Department of Environmental Control of the Town of Beekman for any battery energy storage system facilities, or stand-alone.
- (B) This moratorium may be extended by one (1) additional period of up to six (6) months by resolution of the Town Board upon a finding of the necessity for such extension.

SECTION V. **VARIANCES**

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of the Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an application and that the variance granted would not adversely affect that health, safety, or welfare of the citizens of the Town or significantly conflict with the general purposes and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250.00) for the processing of such application. All such applications shall promptly be referred to the Town Board, which shall conduct a Public Hearing on the application on not less than five (5) days public notice and shall make its decision within thirty (30) days after the close of the Public Hearing.

SECTION VI. **SEVERABILITY**

The invalidity of any work, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

SECTION VII. **REPEAL OF OTHER LAWS**

All local laws in conflict with provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium and for any additional period that this Local Law is extended. This Local Law also supersedes, amends and takes precedence over any inconsistent provisions of the New York State Town Law, the Town's Municipal Home Rule

powers, pursuant to Municipal Home Rule Law Sections 10 and 22. The Town Law provisions intended to be superseded include all the Article 16 of the Town Law, Sections 261-285 inclusive and any other provisions of law that the Town may superseded pursuant to the Municipal Home Rule Law and the Constitution of the State of New York.

The courts are directed to take notice of this legislative intent and to apply such intent in the event the Town has failed to specify any provisions of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provisions had it been apparent.

SECTION VIII.
EFFECTIVE DATE

This Local Law shall take effect immediately, as provided by law, upon filing with the New York State Secretary of State.

Dated: _____ 2024, Town of Beckman
BY ORDER OF THE TOWN BOARD, TOWN OF BEEKMAN
LAUREEN ABBATANTUONO, TOWN CLERK

RESOLUTION NO. 09:24:24-5
RE: RESOLUTION TO APPROVE SURVEY FOR DOHERTY PARK PROPERTY

WHEREAS, the Town is in need of obtaining a current new boundary and topographical survey of the property at Doherty Park for purposes of anticipated future drainage and road improvements, and

WHEREAS, quotes were solicited and three (3) quotes were received and were reviewed by the Town Engineer and deemed responsive and complete as follows:

<u>Surveyor Boundary and Topo Survey</u>	<u>Placement of Boundary Markers</u>
Johnson Surveying, LLC \$14,750	\$100/marker (minimum 5)
Oicle Land Surveying \$13,520	\$200/marker (<25); \$150/marker (>25)
Boundary & Benchmark \$25,200 *	\$200/marker

* Using least expensive topographic survey option provided, and

WHEREAS, after reviewing the quotes, the Town engineer recommends that the Town Board retain the services of Johnson Surveying, LLC to complete the boundary and topographic survey at a cost of \$14,750, plus placement of approximately 15 boundary markers in selective locations for an additional \$1,500, in an amount not to exceed \$16,250,

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves the retaining of Johnson Surveying, LLC to perform the survey and boundary markers at a maximum cost of \$16,250 to be charged to the Capital Project Fund.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-6
RE: AUTHORIZE ABANDONMENT OF HYDROPNEUMATIC TANK FOR DOVER
RIDGE ESTATES WATER SYSTEM

WHEREAS after soliciting Requests for Proposals (RFP) on August 29, 2024, the Town received two (2) quotes for the Hydropneumatic Tank Removal and Wall Repair at Dover Ridge Estates Water System, and

WHEREAS, The RFP was structured to request two options. Option 1 involved the removal of the tank and associated wall repairs, and Option 2 included the abandonment of the tank in place by filling it with foam, and

WHEREAS, the table below lists the proposals and amounts:

<u>Proposal</u>	<u>Amount Option 1</u>	<u>Amount Option 2</u>
WCC Tank Technology, Inc.	\$123,100.00	\$27,200.00
F.P.S., LLC	\$38,280.00	\$26,750.00
Metzger Construction	None Received	None Received, and

WHEREAS, Hudson Land Design reviewed the proposals, and although the low bidder for Option 2 was F.P.S., LLC with a bid of \$26,750.00, the requisite forms were not completed and submitted;

NOW, THEREFORE, BE IT RESOLVED that the Town Board under the advice of the Town Engineer hereby retains the services of WCC Tank Technology, Inc. to complete the Hydropneumatic Tank Abandonment (Option 2 only as required by the Dutchess County Department of Behavioral and Community Health (DCDBCH)), with a cost not to exceed \$27,200.00.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-7
RE: RESOLUTION FOR CREATING A CAPITAL PROJECT FOR DOHERTY PARK

WHEREAS, the Town of Beekman Town Board is desirous to make improvements to Doherty Park, and

WHEREAS, the Town is incurring preliminary costs for such Improvements, Engineering and Surveying

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Beekman hereby approves the creation of the Doherty Park Improvements Capital Project with initial appropriation of \$100,000 from the General Fund Assigned Fund Balance.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-8
RE: PERMIT AGREEMENT WITH BARTON ORCHARDS

BE IT RESOLVED, that the Town Board of the Town of Beekman, upon presentation of a permit fee pursuant to Chapter 110 of the Town Code in the amount of \$5,000.00 does hereby authorize the Supervisor to execute a General Permit Agreement allowing Barton Orchards d/b/a Barton Entertainment Co., LLC to hold events, and does hereby authorize the Town Board, subject to its standard policies, procedures and charges, to provide traffic control assistance via the Dutchess County Sheriff's Office, subject further to Barton Orchards receiving all required building and other permits and owner's consents, agreeing to indemnify, defend and hold the Town and its officials harmless, and providing to the Town acceptable proof of Workers' Compensation insurance and General Liability insurance naming the Town of Beekman as an additional insured; and

BE IT FURTHER RESOLVED that the general permit shall expire on December 31, 2024 and be subject to renewal pursuant to a new permit application for 2025.
The foregoing was put to a vote which resulted as follows:

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: September 24, 2024

RESOLUTION NO. 09:24:24-9
RE: PAYMENT OF CLAIMS

WHEREAS, the Bookkeeper has audited and approved claims pursuant to Sect. 119 of Town Law as set forth in the attached abstracts; be it

RESOLVED, that the payment, therefore, is hereby authorized as follows:

Claims to be paid from the A-General Fund	\$ 313,322.55
Claims to be paid from the DA-Highway Fund	\$ 38,595.79
Claims to be paid from the SS – Dover Ridge Sewer	\$ 1,469.63
Claims to be paid from the SW – Dover Ridge Water	\$ 191.90
Claims to be paid from the T-Trust Fund	<u>\$ 732.00</u>
	<u>\$ 354,311.87</u>

09/12/2024 Payroll #19

General Fund	\$ 41,778.19
Highway Fund	<u>\$ 22,119.86</u>
	<u>\$ 63,898.05</u>

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: September 24, 2024

LOCAL LAW NO. 2 OF 2024
ENACTING A TEMPORARY MORATORIUM ON
ALL BATTERY ENERGY STORAGE SYSTEM FACILITIES

SECTION I.
SHORT TITLE

This local law shall be cited as Local Law No. 2 of 2024 of the Town of Beekman and it is entitled the “2024 Temporary Moratorium Law on Battery Energy Storage System Facilities.”

SECTION II.
LEGISLATIVE FINDINGS

WHEREAS, several Hudson Valley communities are witnessing the introduction of a previously unfamiliar form of Green-adjacent technology in the form of Battery Energy Storage Systems, or “BESS”; and

WHEREAS, BESS facilities generally consist of rows of rechargeable batteries housed in self-contained, interconnected storage units. BESS facilities typically operate by drawing surplus energy from the local power grid during periods of low usage and storing it for later distribution back into the grid during peak demand; and

WHEREAS, the Town of Beekman and local Fire Companies have raised concerns regarding BESS facilities over the presence of highly flammable substances, such as from lithium-ion batteries, and possible air and groundwater contamination; and

WHEREAS, following the third fire at a battery energy storage facility in as many months in New York this summer, Gov. Kathy Hochul announced the creation of a state inter-agency working group tasked with ensuring the safety of battery energy storage systems across New York State; and

WHEREAS, the Town Board finds it imperative that the town undertake a thorough examination of these systems to identify any possible threats to public health, safety and welfare as well as evaluate the potential for environmental degradation; and

WHEREAS, other potentially significant planning concerns associated with BESS facilities such as noise generated by cooling fans may affect the quality of life of our residents; and

WHEREAS, it is essential for the Town of Beekman to enact a temporary moratorium to carefully evaluate the implications of BESS facilities and assess how they impact the Town, its residents, and its fire prevention infrastructure; and

WHEREAS, the Town Board of the Town of Beekman has determined that the local law is a Type II action in accordance with Section 617.5(c)(30) SEQRA.

IT IS THEREFORE FOUND BY TOWN OF BEEKMAN TOWN BOARD that the Town of Beekman shall implement a moratorium to allow for a comprehensive and deliberate examination of BESS facilities and the recently introduced state inter-agency working group, with the aim of preserving the Town’s ability to address the unique needs and concerns of its community in the realm of battery energy storage system regulations.

SECTION III.
AUTHORITY

This moratorium is enacted by the Town Board of the Town of Beekman pursuant to its authority to adopt local laws under Article IV of the New York State Constitution and Municipal Home Rule Law Section 10.

SECTION IV.
MORATORIUM

- (A) For a period of six (6) months from the effective date of this Local Law, no applications shall be accepted or considered by the Planning Department or the Department of Environmental Control of the Town of Beekman for any battery energy storage system facilities, or stand-alone.
- (B) This moratorium may be extended by one (1) additional period of up to six (6) months by resolution of the Town Board upon a finding of the necessity for such extension.

SECTION V.
VARIANCES

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of the Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an application and that the variance granted would not adversely affect that health, safety, or welfare of the citizens of the Town or significantly conflict with the general purposes and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250.00) for the processing of such application. All such applications shall promptly be referred to the Town Board, which shall conduct a Public Hearing on the application on not less than five (5) days public notice and shall make its decision within thirty (30) days after the close of the Public Hearing.

SECTION VI.
SEVERABILITY

The invalidity of any work, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

SECTION VII.
REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium and for any additional period that this Local Law is extended. This Local Law also supersedes, amends and takes precedence over any inconsistent provisions of the New York State Town Law, the Town's Municipal Home Rule powers, pursuant to Municipal Home Rule Law Sections 10 and 22. The Town Law provisions intended to be superseded include all the Article 16 of the Town Law, Sections 261-285 inclusive and any other provisions of law that the Town may superseded pursuant to the Municipal Home Rule Law and the Constitution of the State of New York.

The courts are directed to take notice of this legislative intent and to apply such intent in the event the Town has failed to specify any provisions of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provisions had it been apparent.

SECTION VIII.
EFFECTIVE DATE

This Local Law shall take effect immediately, as provided by law, upon filing with the New York State Secretary of State.

Dated: _____ 2024, Town of Beekman

BY ORDER OF THE TOWN BOARD, TOWN OF BEEKMAN

LAUREEN ABBATANTUONO, TOWN CLERK



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

September 17, 2024

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

Re: Dover Ridge Estates Water System
Hydropneumatic Tank Removal and Wall Repair or Abandonment
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

After soliciting Requests for Proposals (RFP) on August 29, 2024 to three (3) area contractors, the Town received two (2) quotes in response for the Hydropneumatic Tank Removal and Wall Repair or Abandonment project at Dover Ridge Estates Water System. The RFP was structured to request two options. In general, Option 1 involved the removal of the tank and associated wall repairs, and Option 2 included the abandonment of the tank in place by filling it with foam. The table below lists the bidders and bid amounts for all received bids.

<u>Bidder</u>	<u>Bid Amount Option 1</u>	<u>Bid Amount Option 2</u>
WCC Tank Technology, Inc.	\$123,100.00	\$27,200.00
F.P.S., LLC	\$38,280.00	\$26,750.00
Metzger Construction	None Received	None Received

HLD reviewed the proposals, which were due September 16, 2024. Although the low bidder for Option 2 was F.P.S., LLC with a bid of \$26,750.00, the requisite forms were not completed and submitted. Therefore, we recommend that the Town Board consider retaining the services of WCC Tank Technology, Inc. to complete the Hydropneumatic Tank Abandonment (Option 2 only), with a cost of \$27,200.00. The attached cover letter, proposals and forms from WCC tank technologies, Inc. are attached to this correspondence.

Please consider adding this to your next meeting for consideration of awarding the work associated with Option 2 to WCC Tank Technologies, Inc. For the record, this work is required by the Dutchess County Department of Behavioral and Community Health as a safety measure, and was again noted in their inspection

Town of Beckman
Dover Ridge Esthetic Water System - RFP 2024.0619
September 17, 2024

Should you have any questions, please feel free to call my direct line at 845-765-8955.

Sincerely,



Daniel G. Koehler, P.E.
Principal

cc: Laureen Abbatantuono, Town Clerk (via email)
Tom Carey, Town Comptroller (via email)
Linda Bloomer, Town Bookkeeper (via email)
VRI, Water System Operators (via email)
Craig Wallace, Esq., Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

COPY

WCC TANK TECHNOLOGY, INC.



PO BOX 212 • DOVER RIDGE ESTATES • BECKMAN, NY 12043 • (845) 564-9555 • FAX: (845) 864-4110

Cover Letter

Proposal for RFP 2024: 0829 Dover Ridge Estates Water System
Hydropneumatic Tank Removal and Wall Repair or Abandonment
Stowe Drive, Town of Beekman, NY

See attached (2) proposal options as requested.

Kindly direct any questions to:

Ira Conklin III, Vice President
845-564-9555

WCC TANK TECHNOLOGY, INC.



PO BOX 2222, BEACON, NY 12508, (845) 564-9555, FAX: (845) 564-9555

September 1, 2024

Hudson Land Design
Attn: Daniel Koehler
174 Main Street
Beacon, NY 12508
Email - dkoehler@hudsonlanddesign.com

Location: RFP 2024:0829 Dover Ridge Estates
Subject: Proposal for Water System Hydropneumatic Tank Removal and Wall Repair or Abandonment

Attention Daniel:

OPTION 1:

We agree to work onsite performing the general scope of work listed in the RFP removing the hydropneumatic tank, rebuilding the CMU wall, installing PVC drainpipe, rebuilding grade along tank grave, topsoil, seed, and mulch, and repair any damage to the Town's property for a cost of \$123,100.00 (One Hundred Twenty Three Thousand One Hundred Dollars).

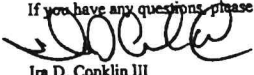
*Prevailing wage rates apply. Certified payroll will be provided.

Not included in this proposal:

- Applicable sales tax
- Permits if required

Thanking you in advance for allowing WCC Tank Technology, Inc. the opportunity to submit this proposal. If in agreement with the above proposal, please sign and email or fax back at your earliest convenience.

If you have any questions, please feel free to call me (845) 564-9555.


Ira D. Conklin III
Vice President

Accepted By/Date

WCC TANK TECHNOLOGY, INC.



200 S. 10th Street, Suite 100, York, PA 17403-1000 • (717) 834-0000 • FAX (717) 834-0001

September 1, 2024

Hudson Land Design
Attn: Daniel Koehler
174 Main Street
Beacon, NY 12508
Email - dkoehler@hudsonlanddesign.com

Location: RFP 2024:0829 Dover Ridge Estates
Subject: Proposal for Water System Hydropneumatic Tank Removal and Wall Repair or Abandonment

Attention Daniel:

OPTION 2:

We agree to work onsite performing the general scope of work listed in the RFP abandoning the hydropneumatic tank. Backfill excavation, topsoil, seed, and mulch, and repoint interior CMU block along pump house rear wall for a cost of \$27,200.00 (Twenty Seven Thousand Two Hundred Dollars).


*Prevailing wage rates apply. Certified payroll will be provided.

Not included in this proposal:

- Applicable sales tax
- Permits if required

Thanking you in advance for allowing WCC Tank Technology, Inc. the opportunity to submit this proposal. If in agreement with the above proposal, please sign and email or fax back at your earliest convenience.

If you have any questions, please feel free to call me (845) 564-9555.


Ira D. Conklin III
Vice President

Accepted By/Date

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024:0829
ATTACHMENT 1 - FORMS

FORM #1

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Proposal and the standard construction services contract, and (iv) will, if its proposal is accepted, enter into a standard agreement with the Town of Beekman.

The undersigned further stipulates that the information in this proposal is, to the best of knowledge and belief, true and accurate.

WCC Tank Technology, Inc.

Name of Firm/Consultant

By:

[Signature]
Signature of Partner or Corporate Officer

Date

9/11/2024

Ira D Conklin III
Print Name

Title

Vice President

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024:0829
ATTACHMENT 1 - FORMS

FORM #1

VENDOR RESPONSIBILITY QUESTIONNAIRE

Legal Business Name:	WCT Tank Technology, Inc.
EIN:	14-1581588
Address of the Principal Place of Business/Executive Office:	84 Ridge Rd Montgomery, NY 12549
Telephone/Fax:	845-564-9555 / 845-564-6723
Email:	www.wectank.com
Website:	info@wectank.com
Authorized Contact for this Questionnaire:	
Name:	Pat Hogan
Telephone/Fax:	845-742-7206
Title:	Treasurer
Email:	patie@wectank.com

I. Integrity: Contract Award: Within the past five (5) years, has the business entity or affiliate:

- a. Been suspended, cancelled or terminated for cause on any government contract? NO
- b. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? NO

*** For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024:0829
ATTACHMENT 1 - FORMS

FORM #2, continued

VENDOR RESPONSIBILITY QUESTIONNAIRE

II. Certifications/Licenses:

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?
no

*** If "yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

III. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

- a. Been the subject of a civil complaint?
no
- b. Been the subject of a judgment or conviction for conduct constituting a crime?
no
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful?
no
- d. Had any New York State Labor Law violation deemed willful?
no

Wet Tank Technology, Inc. 9/1/2024
Company Name Date

Wesley Conklin III Vice President
Name of Bidder Title

84 Ridge Rd Montgomery NY 12549 845-564-9855 845-564-6723
Address Telephone FAX

info@wettank.com
Email

[Signature]
Signature of Bidder

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024:0829
ATTACHMENT 1 - FORMS

FORM #3

STATEMENT OF ACCEPTANCE

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes ☒ No ☐

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

- A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town of Beckman is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal for the DREWS - Hydropneumatic Tank Removal and Wall Repair RFP 2024:0125 except as identified.

In preparing the attached response to proposal, I (we) understand that if awarded, I (we) will comply with all federal, state, and local wage and labor requirements, including Section 220 of the New York State Labor Law.

Company Name and Address

WRC Tank Technology, Inc.

84 Ridge Rd Montgomery, NY 12549

Signature

Ira A. Benkin III, VP

Name & Title

info@wrc-tank.com

Email Address

Date

845-564-9885

Phone Number

845-564-6823

Fax Number

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024-0829
ATTACHMENT 1 - FORMS

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the Town, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

1. the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The Town of Beckman may award a bid to a bidder who cannot make the certification on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Town makes a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment
RFP 2024-0829
ATTACHMENT 1 - FORMS

FORM #1
BIDDERS CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Town from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

BIDDER'S CERTIFICATION
[Please Check One]


- ☒ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

By: [Signature] 9/1/2024
Signature of Partner or Corporate Officer Date

Tom J. Conklin III Vice President
Print Name Title

Sworn to me before this
1st day of Sept

[Signature]
Notary Public

A circular notary seal for Mary Beth Mac, Notary Public, No. 0164000267, qualified in Ulster County, Commission Expires 11-8-2028, State of New York.



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

September 19, 2024

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

Re: Doherty Park
Boundary and Topographic Survey
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

The Town is in need of obtaining a recent boundary and topographical survey of the property at Doherty Park for purposes of anticipated future improvements, such as drainage and roadway improvements. After reviewing an outdated boundary survey of the parcel from 2007 that showed the existing roadway in close proximity to adjacent lands owned by others, we suggest getting a new survey that includes topographic information for design purposes. After soliciting quotes for a boundary and topographical survey of Doherty Park, Hudson Land Design received three (3) quotes. The table below lists the Surveying Firm and their quoted amounts.

<u>Surveyor</u>	<u>Boundary and Topo Survey</u>	<u>Placement of Boundary Markers</u>
Johnson Surveying, LLC	\$14,750	\$100/marker (minimum 5)
Oicle Land Surveying	\$13,520	\$200/marker (<25); \$150/marker (>25)
Boundary & Benchmark	\$25,200*	\$200/marker

* Using least expensive topographic survey option provided

After reviewing the quotes, we recommend that the Town Board consider retaining the services of Johnson Surveying, LLC to complete the boundary and topographic survey at a cost of \$14,750, plus placement of approximately 15 boundary markers (rebar) in selective locations for an additional \$1,500 (exact amount to be determined based on number of markers requested in areas of concern identified after review of the completed boundary and topographic survey).

Please consider adding this to your next meeting for consideration of awarding the work associated with the boundary and topographic survey. For the record, the three quotes are attached for your reference.

*Town of Berlin
Doherty Park - Boundary and Topographic Survey
September 19, 2024*

Should you have any questions, please feel free to call my direct line at 845-765-8955.

Sincerely,



Daniel G. Koehler, P.E.
Principal

cc: Laureen Abbatantuono, Town Clerk (via email)
Tom Carey, Town Comptroller (via email)
Linda Bloomer, Town Bookkeeper (via email)
Dani Plastini, Town Recreation Director (via email)
Craig Wallace, Esq., Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

JOHNSON SURVEYING, LLC.

10 Meadow Lane
Pleasant Valley, NY 12569
845.380.0528 (office)

September 7, 2024

Supervisor Mary Covucci
4 Main Street
Poughquag NY 12570

Johnson Surveying is pleased to provide you with a proposal for professional Land Surveying services as listed below.

This proposal is divided in three sections as follows:

- Section I – Scope of Services
- Section II – Professional Fees
- Section III – Client Contract Authorization

Section I – Scope of Services

Task 1:

Johnson Surveying will perform boundary and topographic survey for a parcel of land located at 839 Beekman Road in the Town of Beekman designated as Tax Parcel 6658-00-537633. Topographic survey will be performed for the above-mentioned parcel using a combination of Lidar data and ground topography

Task 2:

Johnson Surveying will set boundary markers at locations determined by the client. Markers will be a 2 foot long rebar or an appropriate marker for the conditions of the location.

Section II – Professional Fees & Schedule

The fee for the above tasks will be as follows:

Task 1: \$14,750

Task 2: \$100/ marker with a minimum of 5 markers set.

Survey work is expected to be completed in roughly 6-7 weeks from receipt of this contract

Section III – Client Contract Authorization

- Persons signing below certify that they have read, understand, and accept this contract.
- Persons signing below certify that they have legal capacity as the individuals, representatives, and/or agents for the parties to this contract.
- In the event collection proceeding become necessary, New York law will apply, and Attorney's fees and cost of collection will be reimbursed to Surveyor.
- Either party may terminate this agreement with or without cause. Upon termination, Surveyor will be reimbursed for services performed.
- This agreement contains no warranties either expressed or implied.
- Invoices are due upon receipt.

JOHNSON SURVEYING, LLC.

10 Meadow Lane
Pleasant Valley, NY 12569
845.380.0528 (office)

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section III and return one signed copy to our office along with the requested retainer (if stated above). This proposal is valid for 60 days from the date on this document.

Thank you for the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

Brendan Johnson, PLS
Owner -- Johnson Surveying LLC



Oicle Land Surveying, PC
946 Route 376 Ste 10
Wappingers Falls, NY 12590
845.293.0831

September 5, 2024

Supervisor Mary Covucci
4 Main Street
Poughquag NY 12570

Re: 839 Beekman Rd, Hopewell Junction, NY 12533 - PARCEL 537633

Oicle Land Surveying, PC will provide surveying services on the above-mentioned project. The services to be provided are as outlined in the below scope of work.

Scope of Work (per email requested from Daniel Kohler on 9/5/2024)

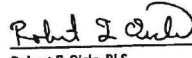
1. Boundary/Topographic survey - processing LIDAR should be sufficient with some field adjustments for existing improvements

Fee: \$13,520.00

2. Set property corners/angle points as determined by client
<25 rebar: \$200/rebar
>25 rebar: \$150/rebar

Fee: TBD

The timeline for completion of this project is approximately 5-6 weeks from the approval to proceed. All total fees associated are due within 30 days of the invoiced date. Please sign and return if the cost is agreed to and accepted and a 30% retainer is required to engage surveying services.


Robert F. Oicle, PLS

AGREED & ACCEPTED:

DATE:

SURVEYING SERVICES CONTRACT

PO Box 359
Wappinger NY 12589

boundaryandbenchmark.com



loc: 845.802.3687
Cargen: 845.204.4453

sales@boundaryandbenchmark.com

Contract No. 0000000087

Project No. 24-060

The Client: Supervisor Mary Covucci
4 Main Street

Phone: N/A

Poughquag NY, 12570

Municipality: Beekman, Dutchess County

Subject of Survey:

Subject Property Parcel No. - 6658-00-537633 Subject Property

Address: - 889 Beekman Road, Hopewell Junction NY, 12533

Subject Property Owner of Record - Town of Beekman

Scope of Services:

† Perform research of current deeds and filed maps of Parcel 6658-00-537633, hereinafter referred to as "the Subject", and adjoining properties, 6658-00-540539, 6658-00-515539, 6658-00-518543, 6658-00-445587, 6658-10-444585, 6658-10-442591, 6658-10-438800, 6658-10-487803, 6658-10-435811, 6658-10-432818, 6658-10-430826, 6658-10-427833, 6658-10-425843, 6658-10-418849, 6658-00-380856, 6658-00-405705, 6658-00-411710, 6658-00-418715, 6658-00-427720, 6658-00-434725, 6658-00-440735, 6658-00-449742, 6658-00-408782, 6658-00-497710, 6658-02-617890, 6658-02-607886, 6658-02-535839, 6658-02-534893, 6658-02-575876, 6658-02-588868, 6658-02-584853, 6658-02-583848, 6658-02-535839, 6658-02-559828, 6658-02-582818, 6658-02-584810, 6658-02-588599, 6658-02-572589, 6658-02-582523, 6658-02-594579, 6658-02-605579 & 6658-00-585544 hereinafter referred to as "the Adjoiners".

† If necessary, perform research of NYSDOT Right-of-Way mapping, County Highway Department mapping, and Railroad Valuation mapping. *May result in project delays and additional costs

† If necessary, perform additional research of land records, historical records, mapping records, and any other resources that may be required to complete a boundary survey. *May result in project delays and additional costs

† Perform a field survey, to locate improvements on the Subject, locate improvements and occupation within five (5) feet of the Subject property boundaries, recover and locate boundary evidence on the Subject and the Adjoiners (225 Acres) to the extent that a boundary determination may be made.

† Perform a topographic survey, covering an area of 65 Acres with the purpose of modeling the ground and/or terrain and additional location detail of improvements. See fee schedule for options A-C.

† Perform stakeout of specified property corners. See fee schedule for unit price.

† Prepare a complete and accurate Boundary Survey map, certified to The Town of Beekman and Hudson Land Design, carrying the surveyor's authentic seal and signature.

Fees:

Retainer	TBD
Certified Boundary Survey Map - 5 hard copies, 1 pdf file	\$19,500.00
Topographic Survey Option A: Public LiDAR with Conventional Augmentation	\$5,700.00
Topographic Survey Option B: UAV Topography Via Photogrammetry	\$7,000.00
Topographic Survey Option C: UAV LiDAR	\$9,000.00
3/4" x 30" Capped Rebar Set	\$200/Corner
2-Man Survey Field Crew	\$360.00/HR
3-Man Survey Field Crew	\$510.00/HR
Survey Technician	\$120.00/HR
Licensed Professional	\$180.00/HR

Note: Pricing is only valid for 10 business days and only represents that price to perform the Scope of Services described hereon.

Schedule:

Following receipt of retainer and two original copies of this agreement, signed, and dated by both parties, work shall begin and will continue until the project is completed. In the event unforeseen circumstances and/or difficulties are encountered, *Supervisor Mary Cavanaugh*, hereinafter referred to as "the Client", will be consulted before *Boundary & Benchmark Land Surveyors d.b.a.*, hereinafter referred to as "the Surveyor", proceeds. If it is determined that additional services are necessary, with written approval the Surveyor will perform those services at the appropriate combination of the hourly rates listed in the "Fees" section hereon.

All effort will be made to complete services within TBD business days following receipt of retainer and signed agreement. The project schedule is not guaranteed as every survey is unique, requires differing amounts of work, statutory right to access and is largely weather dependent.

Terms and Conditions:

\$TBD Retainer. TBD Balance due upon completion. Project deliverables described hereon will be submitted upon receipt of final balance.

All invoices are due and payable within seven (7) days of receipt. A late fee of 1.50% per month will apply. In the event collection proceedings become necessary, New York State law will apply, and Attorney's fees and cost of collection will be reimbursed to the Surveyor. Failure to pay balance in a timely manner may result in delays. Please make checks payable to the Surveyor.

The Client shall provide all criteria and full information as to the Client's requirements for the project.

PO Box 399
Watkinsville, NY 12583

boundaryandbenchmark.com

Joe: 845.822.3697
Caren: 845.204.4453

sales@boundaryandbenchmark.com

The Client shall provide right of entry for the Surveyor, personnel, and equipment necessary to complete the work.

If the Client engages an outside consultant(s) to interact with the Surveyor, the time spent coordinating issues or concerns with the Client's consultant(s) shall be considered an additional service.

The Client represents that all documents and representations to the Surveyor are accurate. Any error in the Client's documents which causes delays or necessitates additional work shall be the sole responsibility of the Client.

While the Surveyor will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

In the event a public hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board etc.), the Surveyor shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. The Surveyor shall not be required to file surveys, plans or drawings or pay any municipal fees unless otherwise agreed to in writing by the parties.

Either party may terminate this agreement at any time, for any reason, with or without cause. Upon termination, the Surveyor will not refund the retainer. If, upon termination, services have been performed with a cost exceeding the value of the retainer, the Surveyor will be reimbursed by the Client for those excess costs. Additionally, in the event of suspension or termination, the Client shall waive all rights, claims, etc. which it might otherwise have against the Surveyor as a direct or indirect result of such an event.

All documents prepared by or furnished by the Surveyor pursuant to this agreement are instruments of the Surveyor's professional service and the Surveyor shall retain all ownership, property, and intellectual interest therein. The Surveyor grants the Client a license to use instruments of the Surveyor's professional service solely for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents without the Surveyor's written permission, shall be at the Client's sole risk and the Client agrees to indemnify and hold the Surveyor harmless from all claims, damages whatsoever, expenses and costs including reasonable attorney's fees arising out of such reuse by the Client or by others acting through or on behalf of the Client.

PO Box 399
Waltham, NY 12589

boundaryandbenchmark.com

Joe: 845.802.3687
Cecilia: 845.204.4453

sales@boundaryandbenchmark.com

The Client, Client's personnel and subcontractors shall promptly report to the Surveyor any defects or suspected defects in the Surveyor's services in order to allow the Surveyor to take prompt, effective measures which in the Surveyor's opinion will minimize the consequences of a defect in service.

For any damage on account of error, omission or other professional negligence, the Surveyor's liability shall be limited to the Surveyor's fee received under this agreement.

Certain conditions may arise during the performance of our services which may differ significantly from those assumed to exist when the scope of services was prepared. If, in the opinion of the Surveyor the agreement is no longer adequate in light of occurrences or discoveries that were not originally contemplated by or known to the parties, the Surveyor has the right to renegotiate the agreement by first identifying the changed condition and informing the Client. The Client and the Surveyor shall promptly and in good faith enter into renegotiation of the agreement to help the Surveyor to meet the client's needs. If renegotiated terms cannot be agreed to, the Client agrees that the Surveyor has an absolute right to terminate this contract.

Services performed by the Surveyor under this agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

This agreement contains no warranties either expressed or implied. Persons signing below certify that they have the legal capacity as the individuals, representatives, and/or agents for the parties to this contract. Persons signing below certify that they have read, understand, and accept this contract. This contract is only binding when signed by both parties. The parties may execute this contract in counterparts, each of which is deemed an original and all of which constitute only one agreement.

PO Box 339
Waukegan, NY 12589



boundaryandbenchmark.com

Joe: 845.602.3697
Cecilia: 845.204.4453



sales@boundaryandbenchmark.com



I, the undersigned do hereby agree to the preceding description of services to be performed, and by my signature, along with the required retainer, do hereby authorize the Surveyor to proceed with the proposed scope of work, and do agree to pay the remaining balance upon completion of deliverables described hereon.

[Client or Client's Agent]


Date

I, the undersigned upon acceptance of retainer, and by my signature, do hereby agree to provide the scope of services and adhere to the terms and conditions as described hereon.

Caegen J. Burnett, L.S./Joseph Rappa Jr., L.S.
N.Y.S. Licensed Professional Land Surveyor
Lic. No. 051190/051208


Date

This proposal is valid for 30 days from the date on this document.

 P.O. Box 359
Watkins NY 12583

 boundaryandbenchmark.com

Joe: 845.802.3697
Caegen: 845.204.4453

 sales@boundaryandbenchmark.com

Edward and Linda Schluter
15 Antler Court
Hopewell Junction, NY 12533
lschluter@gmail.com

To: Town Of Beekman Supervisor and Town Board members

Date: August 12, 2024

Re: Stone Ridge Estates

It is extremely disheartening that the very leaders of our town ignore the voices of its residents time and time again. Businesses who want to come into the town, expand or improve our town, only to have the Planning Board, APPOINTED by the Supervisor and Town Board, drag out the process, use taxpayer monies to fund the town engineer's purported continued "requests" for more information and well above the contractual amount taxpayers see in the budget and the same with the Town Attorney. But yet it happens to businesses like Barton Orchard, The Ranch, Stone Ridge Estates and a host of other entities.

Many months ago we sent a FOIL request, actually two, to the town requesting the amount of money paid to the town engineer and town Attorney above and beyond the contractual amount shown in the budget JUST FOR STONE RIDGE ESTATE work and, after 30 "business days" since the town is only open 4 days a week, my response to only ONE of the two requests, the other was completely ignored, was that the town does "not keep those types of monetary records." Really! So I guess the best and only way for the town to be forced to "relinquish" where all our tax money goes (besides the \$88,000 plus) the former tax clerk allegedly embezzled under this town's Supervisor, is to file a complaint with NYS Comptroller, Thomas DiNapoli's office to request a complete audit of the Town of Beekman's finances in all areas.

This Board, and its appointed Planning Board, has continued to hold 18 homes hostage to an outdated, ill-informed and useless plot plan that requires the installation of a pedestrian trail to NOWHERE. One side empties onto a busy COUNTY road (Beekman) and the other onto Greenhaven prison property. The town has NO variances, no coordinates and no reasonable expectation that they will get easements to cross a busy county road or motor through prison property. The "vision" this town has is distorted, unless, of course, the purpose of sustaining its efforts to force the creation of the trail is to line the pockets of some town hand-picked personnel so they continue to work all kinds of extra hours at the Supervisor's pleasure while bankrupting builders

and businesses. To respond you have "no records" of the additional monies you pay to the town engineer and lawyer, "just for Stone Ridge Estates" compensation is incredulous given the "original" oversight amount of \$40K was gone years ago, and yet we continue to see both of those contractual employees either at planning board meetings or on site from time to time. Of course, despite the fact that the Planning Board is REQUIRED to oversee the approved plans during the duration of the project, in the six years we've lived here we have only seen one member, one time.

Your continued abuse of power has impacted our 18 home development by your insatiable insistence the the "trail" be completed by the builder as per the plot plan and until that is done, The Board will not dedicate our two roads (despite having been paved and approved three years ago by the elected Highway Superintendent) therefore denying us access to town plowing and delivery of mail. I think this delay tactic on your part is not only a power play between the Planning Board and Town Board, but also a way to save money since the Town would be required to pay all liability on the trail. What is also mind-boggling is that you have the power to call in the remaining performance \$240,000+ bond, hire a crew to complete the trail you so desperately want and end this THREE YEAR stand-off!

It is a disgrace that we are still in this situation, but as we have spoken to numerous businesses in this town, we have learned that this is a pattern of financial abuse by this town and that Stone Ridge is not a Lone Ranger.

We will be including invoices they have received at various times by the planing board that these businesses have had to pay in order to move forward with their project despite records that show otherwise.

Shame on you all for purporting to represent the Town of Beekman residents while ignoring opportunities for growth, dissatisfaction by residents for lack of transparency, mismanagement of your fiduciary responsibilities and ignorance of town codes, county and state laws and an air of nepotism that transcends throughout the entire town.

There are over 310 signatures, so far, to remove the Town Supervisor and Town Board in its entirety, a document that will be included in this letter to the NYS comptroller's office for review.

We had truly hoped this small town would have leaders who listened, who had principles, whose moral compass was above reproach and who actually represented the residents and respected their voices. We were so wrong.

Power plays, self-grandiose needs, self-importance, personal agendas and retaliatory and vindictive behavior have no place in government leadership, even at the town level. But yet here we are.

We can say I'm a proud American, but not a proud resident of the Town of Beekman.

Respectfully,

Ed and Linda Schluter

CC: Thomas DiNapoli, NYS Comptroller

Mary Covucci, Supervisor

Sharon Wohman, Deputy Supervisor

Eliot Battaglini

Frank Lemak

Mersin Capollari

Introduction

In June 2024, the Town board scheduled a public hearing on a Local Law to abolish the elected position of Highway Superintendent and make it an appointed Highway Superintendent position. Moving forward the Highway Department and the Maintenance Department would be consolidated into a Department of Public Works. Since that time there have been a series of posts made on social media sites concerning the purported detrimental effects the Local Law will have on Town employees in the Highway Department. The social media posts contain incomplete and inaccurate information. Some of these inaccuracies were stated by Town residents and others during the public hearing in July. Understandably, change can be cause for concern. "If it is not broke no need to fix it" was a sentiment expressed during the Public Hearing. The Town Board has assessed that it "Is broke and does need to be addressed".

Town taxpayers are unaware of the many issues that have arisen over several administrations. This is not a personality conflict between the Highway Superintendent and the current Town Board. The two prior administrations had similar issues that the current Town Board is experiencing. Complaints were filed between Highway employees and the Highway Superintendent and between the Highway Superintendent and other Town employees. Grievances were placed between the Unions for issues relating to snowplowing and specific jobs relating to each Union. Ongoing Legal fees were billed to the Town as a result of these interactions, which the taxpayers ultimately pay.

The Town Board is providing the residents with accurate facts and information concerning the Local Law so that they may make the decision on how they wish to see the future for both the Highway and Maintenance Departments to be organized. This is not a decision the Town Board is making. The Town Board has recognized that the present organizational set up of the Highway Department is not efficient or effective. The Town Board feels that many of the issues that are concerning are a direct correlation to the fact the Town of Beekman does not have a Highway Superintendent that is managing his Department on a day to day basis. For a number of years, the Highway Superintendent has not been working on a daily basis supervising and managing his Department. The total compensation for this position is **\$103,597.92 including, medical and NYS Retirement. This compensation is paid regardless of how many hours worked or not worked a week because it is an elected position. An appointed salaried position would require the Highway Superintendent to be at the Department on a daily basis supervising and managing the Department.** The issue of equipment not having the required NYS Inspections puts the Town in liability both for the health and safety of residents and employees and potential legal and financial ramifications.

The position of Highway Superintendent is **NOT** being abolished. This Local Law changes nothing except requiring an appointed Highway Superintendent to be in attendance on a daily basis managing his Department. What the Law is asking residents to decide is if they want to continue status quo with the elected position being

paid, including medical insurance and retirement contributions being made to NYS Retirement System with no obligation to oversee the Department on a daily basis. It is difficult if not impossible to adequately manage the Town Highway Department if one is not on site on a daily basis.

The Local Law will simply convert an elected position of Highway Superintendent to an appointed position. The position of Highway Superintendent will remain whether it is elected or an appointment. The Town Board has stated repeatedly that it has no intention to remove or replace the current Highway Superintendent or any of the current Highway or Maintenance department employees. There will be no reduction of employees in either Department. The supervisory day-to-day operations will still be done by the Highway Superintendent **NOT** by the Town Board.

The Local Law will not change, modify or have any effect on collective bargaining agreements with our Unions. Hopefully these facts clear up any misinformation being shared on social media.

The Local Law will not reduce, decrease or impair the quality or level of services performed with respect to paving, plowing and other routine maintenance of Town roads. It will not reduce decrease or impair the quality or level of service performed with respect to work and maintenance on our buildings, parks and recreation facilities done by the Maintenance Department. Rather this consolidation will benefit both of the Departments and the residents.

Finally, the Local Law is subject to mandatory referendum meaning that all approximately 9,000 Town registered voters will have the opportunity to make that decision this November. The Town Board simply is asking the approximately 9,000 registered voters in the Town of Beekman to decide if they want to continue with the Highway Superintendent position being an elected position or to change to an appointed position.

The Town Board sincerely believes that we all would benefit if we had a Beekman Highway Superintendent managing the DPW on a daily basis on site.

Questions

Will there be any staff reductions as a result of the Local Law?

There will be no staff reductions or replacements in either the Maintenance Department or the Highway Department as a result of the Local Law.

Will there be a Highway Superintendent overseeing the DPW?

There will be an appointed Highway Superintendent overseeing and managing the new Department of Public Works.

What will be the Town Board's role in a Department of Public Works?

The Town Board is **NOT** taking over day-to-day managing of the new Department of Public Works. The appointed Highway Superintendent will work directly with the Town Board for short and long-term planning and budgeting for allocation of resources.

What would be the operational structure of a department of Public Works?

The Department of Public Works would be divided into two divisions, the highway and the building and grounds division.

What New York State laws permit abolishing the elected position of Highway Superintendent and moving to an appointed position?

Both Town Law and Municipal Home Rule Law allow towns the option of appointing rather than electing a Highway Superintendent. Towns have the authority to abolish the Elected Office of Highway Superintendent pursuant to N.Y.S. Municipal Home Rule Law §§ 10, 22 and 23. Importantly, these sections allow for the local law to supersede any provision of the Town Law of the State of New York to the contrary, including but not limited to Town Law §20 which governs town officers.

This is accomplished by the Town Board preparing a Local Law, holding a Public Hearing on said Law, and adopting the Local Law providing for the change that is then subject to a mandatory referendum at the impending November 2024 election. This means that the voters make the decision in November's election to continue with an elected position or move to an appointed position.

Will the appointed position incur additional payroll costs?

The appointed position will be a salaried position, therefore incurring no additional costs.

What has influenced the Town Board in opting to bring this to the residents' attention and asking the residents to vote on the referendum in November?

The Town Board felt it was in the taxpayers' best interest to request them to consider this change due to a number of factors. **Please see Appendix A**

Why is the Town Board making a "power grab" in bringing this referendum to vote in November 2024?

The Town Board is not seeking any additional powers rather we are simply asking the residents to decide if they want to continue with an elected Highway Superintendent or move to an appointed Highway Superintendent. The Town Board feels that the elected

position has presented many difficulties due to the fact that the current Highway Superintendent is not on site on a daily basis managing the Department. The Town Board is not looking to micromanage the Highway Department. It is simply looking for the Highway Superintendent to, on a daily basis, be on site managing the Highway Department. Unfortunately, the current elected Highway Superintendent cannot be required to come to work daily to supervise his department in the Town of Beekman.

Will the Highway Superintendent be required to be a Beekman resident?
Yes.

What will the process to appoint for the position look like?
There will be a five member Committee consisting of 1 Town Board member, 2 Town residents, the Rec Director, and the Town Engineer. Interviews will be done and recommendations will be given to the Town Board.

What is the major distinction between an elected or an appointed Highway Superintendent?

The job duties and responsibilities remain the same. The Town roads will continue to be maintained as they always have been. The health and safety of both residents and employees will continue to be a priority. Currently, the elected Highway Superintendent spends a minimum of time in the daily supervision of the Highway Department and the employees. Usually, he is on site on a Monday due to a FT job commitment he has in Long Island. This has been the case for several years now. As a result of his other commitments, the Town Board feels many of the issues that create a liability for taxpayers is a result of the lack of onsite supervision when the employees are working during the week. An elected Highway Superintendent is not required to work a certain number of hours or any hours for that matter. This is true of all elected officials. Our elected Highway Superintendent is compensated regardless of hours worked as follows: Regular Earnings \$74,776.00, Health Insurance \$11,694.84, Life insurance \$130.32, NYS Retirement (15%) \$11,216.40, Social Security (.0765) \$5,720.36, Disability Insurance \$30.00, Workers Comp Insurance \$30.00 for a total annual cost to taxpayers of \$103,597.92. The taxpayers are paying a FT compensation package for a very PT elected Highway Superintendent. An appointed Highway Superintendent will be compensated similarly with an important distinction that they will be required to be on site supervising the Highway Department during the work day schedule. This will be a salaried position and will not require additional compensation. It will also require 24/7 on site availability during storms and emergencies. Taxpayers deserve a FT commitment to this essential job and an appointed Highway Superintendent will provide that.

Why was the website upgraded this summer?

Social media innuendo indicates some underhanded reason why this occurred at the same time as the introduction of the Local Law.

The Town Board for several years has been addressing the deficiencies with regard to ADA Federal requirements town wide. The prior website was not ADA compliant. We contacted Dutchess County to assist in the upgrade in June of 2023. The County has assisted a number of municipalities in accomplishing this upgrade. We were put in the

queue and were contacted in the spring that we would move ahead. All of this was done by resolution during the year and voted on at a Town Board meeting, RESOLUTION NO. 02:13:24-5. Nothing nefarious, just simply a planned upgrade that coincided with the timing of the Local Law.

This Local Law eliminates the opportunity for voters to decide on who will be the Highway Superintendent. It is not a democratic process. It is an overreach by the Town Board.

Actually, all 9,000 registered voters in Beekman are being asked to make the decision whether to abolish the **ELECTED position** of Highway Superintendent and instead have an **APPOINTED position** of Highway Superintendent.

A Committee which will include voters/residents will collaborate on the appointment and the Town Board will vote to make the appointment of the Committee's chosen candidate. The Town Board is not making the decision. The 9,000 registered voters are. The goal is to give the information to the voters and let them decide if they want the position to continue being elected. We are presenting the difficulties, liabilities and rational for the Local Law.

The voters need to be aware of what the thought process was behind the Local Law. The voters also need to be reassured that the roads will continue to be maintained and the Highway Department will continue to function regardless of this position being elected or appointed. The additional costs and liabilities that have been issues for the last several years will continue if the position continues to be elected as there is virtually no way to control the outcome as an elected official can't be required to be on site daily. There are no consequences. Any Department needs someone to be responsible and accountable on a day to day basis. If an appointed Highway Superintendent is not maintaining the roads or in any way providing the Town with a subpar performance there are consequences afforded to residents.

The Town Board wants the voters/residents to be aware of the ramifications of each choice. The electorate is evaluating and making the decision not the Town Board that is the way the Local Law is designed.

The Town Board is looking to micromanage and are participating in a "power grab" of the Highway Department by asking the voters/ residents to make a decision.

Nothing could be further from the truth. Again, much misinformation has been put on social media about this. Actually, the opposite is true. We are looking for a Highway Superintendent who will manage his Department on site on a daily basis. The Town Board has fiscal and policy oversight **NOT** day to day management of Departments. That is simply not how the organizational framework for municipalities is designed. Department Heads have oversight for day to day management. That is why the compensation package is for a FT position vs the PT compensation package for Town Board members.

By OPEN MEETING LAW you are REQUIRED to post the agenda 48 hours before a board meeting.

New York State Open Meetings Law
PUBLIC OFFICERS LAW, ARTICLE 7

§103. Open meetings and executive sessions

(e) Agency records available to the public pursuant to article six of this chapter, as well as any proposed resolution, law, rule, regulation, policy or any amendment thereto, that is scheduled to be the subject of discussion by a public body during an open meeting shall be made available, upon request therefor, **to the extent practicable at least twenty-four hours prior to the meeting** during which the records will be discussed. Copies of such records may be made available for a reasonable fee, determined in the same manner as provided therefor in article six of this chapter. If the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, **such records shall be posted on the website to the extent practicable at least twenty-four hours prior to the meeting**. An agency may, but shall not be required to, expend additional moneys to implement the provisions of this subdivision.

Why was the Highway Department working on Juneteenth and the rest of the Town's employees were not?

In an effort to better align holidays among town employees and Unions (Teamsters and CSEA) the CSEA and Town employees agreed to take Juneteenth as a holiday with no additional time off required. They agreed to swap a floating holiday for Juneteenth. During negotiations with the Teamsters it was brought up, but the negotiations team didn't agree to swap a floating holiday for Juneteenth.

Why is the position of Highway Superintendent being abolished?

The position of Highway Superintendent is **NOT** being abolished. Beekman will continue to have this position. The Local Law addresses "abolishing the elected position and replacing with an appointed position".

How will the appointed position of Highway Superintendent remain independent without undue influence of the Town Board?

Just as all appointments and Town employees who head a department have been independent in how they operate or participate on a Board (ZBA, Planning, CAC, Board of Assessment Review and Ethics Board) the appointed Highway Superintendent will also have the ability to operate his Department independently and under NYS Highway Law. This Town Board has not reached out to any of the above appointments-employees to exert any undue influence about decisions to be rendered or how to deal with a particular issue. If a Department Head asks for advice on an issue the Town Board will assist. The Boards should and are independent in the Town of Beekman. The Town Board suggests you reach out to the members of these Boards and inquire if the misinformation concerning Town Board members exercising and pressuring these appointments to behave in a manner that would be illegal or unethical is accurate. There are residents who have encouraged such actions when disappointed with a ruling from one of the Boards. They felt since we appointed the Board members (ZBA, Planning...) that we control them and can order them to give the outcome the residents were hoping for. Nothing could be further from the truth.

Why does the Town Supervisor have 2 FT assistants when she claims she has none?
This was a question put out on social media designed to be misleading to residents. The facts are as follows: the Supervisor had an appointed confidential secretary (which all prior Supervisors had) from January 2018 to May 16, 2019. Her compensation package was \$44,904.98 annually. She left for family commitments and another confidential appointment was employed for a short period of time. At that point, the Supervisor and Councilwoman Wohrman decided since they were in the office on a daily basis FT (35 hours + weekly) that they would attempt to take on the responsibilities of the secretary resulting in an annual savings to the Town of \$44,904.98. For 5.5 years that totaled to a savings of \$246,977.39. Councilwoman Wohrman receives a stipend of \$2,600.00 for her role as Deputy Supervisor as well as \$7,514 for Town Board member a total of \$10,114 annually. Supervisor Covucci's total annual salary is \$20,436.00. Both positions have been handled in the past by PT elected officials. In June of 2024 the position of Senior Clerk was created for a person to assist 1 day in the Assessor's office, 2 days in the Finance Department and 1 day in the Supervisor's office. The annual total compensation package for the Senior Clerk's position working the 1 day for the Supervisor is \$18,292.04. Clearly, a fair minded individual would not interpret the fact that Councilwoman Wohrman and the recent addition of 1 day a week the Senior Clerk works in Supervisor Covucci's office as the Supervisor misleading the residents. It is clearly appreciated the amount of time Councilwoman Wohrman contributes to assisting the Supervisor but this contribution of her time is above and beyond the duties of a member of the Town Board or Deputy Supervisor and her financial compensation reflects that fact. Factually, the Supervisor does not have multiple FT employees.

Benefits:

- DPW will buy and share equipment
- Mowing, Summer labor/ seasonal to mow March 15 through November 15
- Tree work done in parks on slow days
- Road upgrade in Doherty Park, road improvements in other Town parks
- Additional MS4 work required Creates opportunities for moving forward to better structure for efficiencies in both departments to benefit residents.
- Eliminates many of the past concerning issues that were liabilities for the taxpayers.
- Utilizing the SWOT Analysis moving forward for more opportunities to provide the residents information using .gov delivery, the town's website, Facebook and newsletter. These tools will provide more opportunities for transparency and outreach to the community in providing information with regard to ongoing developments in the town of Beekman. Hopefully, this eliminates the false narratives put out on social media by individuals with personal agendas. These same individuals feel free to mislead residents with innuendo and falsehoods while demanding transparency. Fortunately, there have also been fair minded people who have commented on social media to correct some misinformation put out. The result is usually the comments are removed and the person blocked. So much for transparency.

SWOT Analysis

Strengths

1. Expertise and Qualifications: Appointed Superintendent selected based on technical qualifications and hands-on knowledge
2. Consistency in Policy: Appointee works hands-on to achieve long term policy and key goals
3. Commitment: Appointee is responsible to more closely monitor the day to day functions of the DPW
4. Reduced Political Influence: An appointed position minimizes the pressures surrounding political elections.

Weaknesses

1. Perceived Lack of Representation: To be transparent the appointment will include community input through a Committee formed for this purpose.
2. Potential for Cronyism: Eliminate the risk of favoritism or bias in the transparent appointment process.
3. Lower Public Engagement: The Committee will follow the Town of Beekman hiring policy as well as introduce the potential candidates at a public meeting to ensure transparency.
4. Complexity in Transition: The transition process from elected to appointed can be administratively complex and require significant effort on everyone's part.

Opportunities

1. Professional Development: The appointment process can attract a wider and more diversified pool of candidates, including those who might be deterred by the electoral process.
2. Enhanced Operational Efficiency: Appointing allows for a focused approach on the specific needs of town infrastructure and fixed assets. Provides the ability to control budgetary expenses, i.e. Needless Legal Fees.
Strategic Vision: Better alignment with long-term infrastructure goals and community planning.
3. Risk Mitigation: Appointed superintendents may be better equipped to handle complex issues and emergencies on a day to day basis by being hands-on.

Threats

1. Public Resistance: The ultimate decision to stay with an elected position of Highway superintendent or move to and appointed position lies with the Town of Beekman electorate.
2. Change Management: Challenges in changing the existing system and ensuring smooth operational continuity.
3. Political Pushback: Opposition from stakeholders benefitting from the current elected system.
4. Fiscal and Fiduciary Irresponsibility: Ensuring accountability is paramount for the town board as well as the avoidance of unnecessary legal entanglements and the possibility of jeopardizing the town's liability risks. i.e.: lack of NYS vehicle inspections, Town of Kent transporting fill with no inter municipal agreement, frivolous harassment complaints.

Fiscal - Analysis

ISSUES	NEGATIVE RISKS TO TAXPAYERS	COST TO DATE
<ul style="list-style-type: none"> Suits Against Highway Superintendent 	<ul style="list-style-type: none"> Settlement Town Deductibles/ additional NYMIR Attorney Legal Fees 	<p>117,500.00</p> <p>13,231.25</p>
<ul style="list-style-type: none"> Lack of NYS Inspections on all Highway Vehicles (some as far back as 2021) 	<ul style="list-style-type: none"> Liability to the Town if Vehicles were involved in an accident Safety and well being for the Vehicle Operators Risk to Town Residents Legal Fees / TBD legal bills not received 	
<ul style="list-style-type: none"> Installation of battery cut-off switches required by NYMIR 	<ul style="list-style-type: none"> Fire risk to vehicles and highway garages Legal Fees 	792.00
<ul style="list-style-type: none"> Harassment Complaints Workplace Violence Complaints 	<ul style="list-style-type: none"> Involving Highway Department Employees against Highway Superintendent Initiated by Town Employees against Highway Superintendent Initiated by the Highway Superintendent against Town Supervisor Initiated by Highway Superintendent against Town Employees 	88,109.00
<ul style="list-style-type: none"> Town of Kent Transporting fill to the Town of Beekman with no Inter municipal agreement 	<ul style="list-style-type: none"> Lack of documentation from DEC confirming that the fill was uncontaminated Unsupervised Town of Kent employees given access to the Highway yard after hours. Possibly affecting Workman's Comp Issues that could arise as well as the Town's Liability Insurance Legal Fees 	2,967.50
<ul style="list-style-type: none"> Personnel Issues 	<ul style="list-style-type: none"> Involving Highway Employees past and present Legal Fess 	30,454.75
<ul style="list-style-type: none"> Overtime / Audit / Payroll Issues 	<ul style="list-style-type: none"> Delayed payment to Employees due to time worked verifications. HW Super stopped certifying payrolls after 11/5/22 payroll, restarting when brought to his attention 5/4/24 payroll. Time clock issue. - All associated Legal Fees 	19,522.00
<ul style="list-style-type: none"> Speed Humps 	<ul style="list-style-type: none"> Suits/liability arising from installation and/or removal of speed humps. Legal Fees 	3,417.00
<ul style="list-style-type: none"> 284 Agreement Issues 	<ul style="list-style-type: none"> Additional miles paved than stated on the 284 agreements. Increase from \$329,763.50 (4/23) to \$511,112.75 (7/23). 	5,513.00
<ul style="list-style-type: none"> Lack of cooperation by the Highway Department with requests from other Town Departments 	<ul style="list-style-type: none"> Outside vendors being contracted Reimbursement of Highway Employees salaries, benefit time and highway equipment rental Lack of response to requests Legal Fees 	3,347.50

Elected or Appointed Officials - Summarized

	ELECTED	APPOINTED
Qualifications	<ul style="list-style-type: none"> No minimum job-related qualifications by law. Any resident of the town can run if they are 18 years or older. Qualifications are provided in campaign material. 	<ul style="list-style-type: none"> Town sets minimum qualifications via a job description Appointment will be a town resident recommended by the Committee to consist of: 1 Town Board Member, 2 Town residents, 1 Rec Director and the Town Engineer. Performance reviews are done by Committee.
Accountability	<ul style="list-style-type: none"> An elected official cannot be removed from office unless they break the law in the course of their duties. Elected officials cannot be disciplined, suspended, terminated or supervised by the Town Board, with the exception of fiscal oversight. Elected officials act independent of the Town Board are not restricted or regulated in the time devoted to official duties. Must take oath of office No requirement to work on site at the Highway Department. 	<ul style="list-style-type: none"> If necessary, disciplinary action is allowed if employee is not performing his/her duties in accordance with the Town of Beekman Personnel Policy. A requirement to be on site while performing the duties of Highway Superintendent.
Compensation	<ul style="list-style-type: none"> Salaries for elected officials are set by the Town Board and cannot be reduced or withheld during the term of office unless a referendum is held. 	<ul style="list-style-type: none"> Salaries are set by the Town Board based on qualifications and experience.
Public Participation	<ul style="list-style-type: none"> Voters choose the official. 	<ul style="list-style-type: none"> The Public elects four Town Councilpersons and a Town Supervisor who select and oversee non-elected employees of the town based on performance and Committee input.
Job Security	<ul style="list-style-type: none"> Elected for a specific term. 	<ul style="list-style-type: none"> The appointed positions will be renewable term appointments.
Time Off	<ul style="list-style-type: none"> No restrictions on amount of time taken off for vacation, sick leave or other full time employment. 	<ul style="list-style-type: none"> Employee will reference the town Personnel Policy for benefit time.
Financial	<ul style="list-style-type: none"> The Highway Superintendent has wide latitude on spending for equipment, paving and road maintenance within limits set by the Town Budget and 284 Agreement. 	<ul style="list-style-type: none"> the Highway Superintendent works with the Town Board on capital plans and spending based on legal requirements and budgetary needs.

**** PUBLIC REFERENDUM gives the decision making process to the approximately 9,000 registered voters in the Town of Beekman ****