### 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

### 6:00 PM

- Meeting called to order
- Pledge of Allegiance
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#### **TOWN BOARD MEETING**

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

#### **RESOLUTIONS**

- 1. Accept August 20, 2024 Minutes
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- Other Town Board Business
- General Board Comments
- Public Comments (3 Minutes limit)
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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

# 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

# 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

### **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
<b>BE IT FURTHER RESOLVED</b> , that copies of the aforesaid proposed Local Law, which is attached hereto, be laid upon the desk of each member of the Board, and
<b>BE IT FURTHER RESOLVED</b> , 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 X
Councilman Battaglini X
Councilman Lemak X
Councilwoman Wohrman X
Supervisor CovucciX
VOTE: RESOLUTION CARRIED BY A VOTE OF _ 5TO _ 5 ABSTAIN
State of New York }
County of Dutchess } ss:

the Town of Beekman at a meeting of said Board on September 24, 2024.	
Dated: September 25, 2024	
Laureen Abbatantuono, Town Clerk	

that the above is a true and exact copy of a Resolution adopted by the Town Board of

I, Laureen Abbatantuono, Town Clerk of the Town of Beekman, do hereby certify

### 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. <u>LEGISLATIVE FINDINGS</u>

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 law 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 interagency 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 access 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. <u>EFFECTIVE DATE</u>

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

# 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>
Johnson Surveying, LLC \$14,750

Placement of Boundary Markers
\$100/marker (minimum 5)

Oicle Land Surveying \$13,520 \$200/marker (<25); \$150/marker (>25)

Boundary & Benchmark \$25,200 \* \$200/marker

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

<sup>\*</sup> Using least expensive topographic survey option provided, and

# 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>	<b>Amount Option 1</b>	<b>Amount Option 2</b>
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 Descined and

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

# 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 herby 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

## 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

# 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	\$ 732.00
	\$ 354,311.87
09/12/2024 Payroll #19	
General Fund	\$ 41,778.19
Highway Fund	\$ 22,119.86
	\$ 63,898.05

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

**ROLL CALL VOTE:** 

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

### 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 law 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 access 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. <u>EFFECTIVE DATE</u>

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 Beekmar
BY ORDER OF THE TOWN BO	OARD, TOWN OF BEEKMAN
LAUREEN ABBATANTUONO	, TOWN CLERK



Civil and Environmental Engineering Consultants 174 Main Street Beacon, NY 12598 (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.

 Bidder
 Bid Amount Option 1
 Bid Amount Option 2

 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 Estates Water System - RFP 2024;0829 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

Principa

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)

www.HudsonlandDesign com



### WCC TANK TECHNOLOGY, INC.



### **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

I

### WCC TANK TECHNOLOGY, INC.



#O BOX 201 - \$1 # 1/6 # 1 # - M11 J. 77 10; NY 12549 - (245) 574-#175 - FAX. (845) 564-4720

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 phease feel free to call me (845) 564-9555.

Ira D. Conklin III

Vice President

Accepted By/Date

### WCC TANK TECHNOLOGY, INC.



RO 514 151 - 64 5 176 5 - 11 Marty, T. . Y MY 12344 - (148) 514-1125 - FAX: (646) 514-1725

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

I

#### 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.

Name of Firm/Consultant

By: OCCOPY Inc.

Signature of Partner or Corporate Officer

Ira & Cambridge Title

Date

Title

### RFP for DREWS - Hydropocumatic Tank Removal and Wall Repair or Abandoament RFP 2024:0829 ATTACHMENT 1 - FORMS

### FORM #2

### VENDOR RESPONSIBILITY OUESTIONNAIRE

The state of the s
Legal Business Name:
WCC Tank Technology, Inc.
EIN: 14-/581588
Address of the Principal Place of Business/Executive Office:
84 Pidge ed montgomery, NY 12549
Telephone/Fax: U (), J
845 - 564 - 9555 / 845 - 564 - 6723
Email:
Website:
into @ wer tank. com
Authorized Contact for this Questionnaire:
Name:
Cart Hogan
Telephone/Fax: 845 - 742 - 7206
Title: Treasurer
Email:
Caitie @ wectank, com
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?
b. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?
*** 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 an remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attact additional sheets with numbered responses.

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

### FORM #2. continued VENDOR RESPONSIBILITY QUESTIONNAIRE

ī. Ce	rtifications/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?
submit action(	"yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the ting Business Entity, the government entity involved, relevant dates and any remedial or corrective (s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with tred responses.
- III. Le a.	egal Proceedings: Within the past five (5) years, has the business entity or affiliate:  Been the subject of a civil complaint?
a.	00
b.	Been the subject of a judgment or conviction for conduct constituting a crime?
C.	and the state of any and any
d.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	10 Tank Technology, Inc. 9/1/2024  Date  Date
	ra D Consulin TIT Vice President  of Bilder Tille
Addr	Video V.d. Wonformery n.Y. 1845-564-9555 1 845-564-6723 ess 12549 Telephone FAX
įı	nfo@wrctank.com

#### 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, so 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

WCL Tank Technology, Inc.

X4 lide ld Montgomery, NY 12549

9/1/2024

Signature

Date

Ira h Conklin TIT, VI

Name & Title

Phone Number

Email Address

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:

- 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:
- 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.

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### RFP for DREWS - Hydropneumatic Tank Removal and Wall Repair or Abandonment RFP 2024:0829

### ATTACHMENT 1 - FORMS

# FORM #4 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 parson 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.

Signature of Partner or Corporate Officer

Date

Ura Manda III

Print Name

Title

Sworn to me before this

day of

day of

day of

day of

Day of Management of County Public

Sworn Public

Sworn Public

Sworn To me before this

On or Management of County Coun



Civil and Environmental Engineering Consultants
174 Main Street Beacon, NY 12508 (Main Office and Mailing Address)
13 Chambers Street, Newbargh, 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

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. quoted amounts.

Surveyor	Boundary and Topo Survey	Placement of Boundary Markers
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 Beekman 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

Co: 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)

www.HuikinLandDesign.com

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.

Page 1 of 2

### 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, plea	se sign where indicated above in Section III and return one	

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

Page 2 of 2



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

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







Joe: 845 802.3687 Caegen: 845.204.4453



salas@boundaryandbenchmark.com



Contract No. 0000000087

The Client: Supervisor Mary Covucci

4 Main Street

Poughquag NY, 12570

Subject of Survey:

Project No. 24-060

Phone: N/A

Email: N/A

Municipality: Beekman, Dutchess County

Subject Property Parcel No. - 8658-00-537633 Subject Property Address: - 839 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 6658-00-537833, hereinafter referred to as "the Subject", and adjoining properties, 6658-00-540529, 6658-00-515539, 6658-00-513543, 6658-10-444585, 6658-10-442591, 6658-10-438600, 6658-10-487606, 6658-10-435611, 6658-10-432618, 6658-10-430626, 6658-10-427633, 6658-10-425643, 6658-10-426649, 6658-00-380656,6658-00-105705, 6658-00-111710, 6658-00-119715, 6658-00-127720, 6658-00-181725, 6658-00-110735, 6658-00-119712, 6658-00-108782, 6658-00-697710, 6658-02-617680, 6658-02-607686, 6658-02-595689, 6658-02-584683, 6658-02-575676, 6658-02-568668, 6658-02-564658, 6658-0**2-5**6264**9,** 6658-02-559639, 6658-02-559628, 6658-02-562618, 6658-02-564610, 6658-02-566599, 6658-02**-5**7258**9**, 6658-02-582583, 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 Departm

apping, 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. \*Mayresult 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 d/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.

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
	\$200/Corner
3/4" x 30" Capped Rebar Set	\$360.00/HR
2-Man Survey Field Crew	\$510.00/HR
3-Man Survey Field Crew	\$120.00/HR
Survey Technician	\$180.00/HR
Licensed Professional	423000,

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 Covucei, 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 Walling NY 12589

Joe: 845.892.3687 Caegen: 845.204.4453



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 Surveyer, 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.



P.O. 8: + 399 Walkii NY 12589





boundaryandbenchmark.com

sales@ivoundaryandbenchmark.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

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 399 NY 12589







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. Date N.Y.S. Licensed Professional Land Surveyor Lic. No. 051190/051206 This proposal is valid for 30 days from the date on this document. P.O. Boy 359 Walfull, NY 12589

en: 845.204.4453

Edward and Linda Schluter
15 Antler Court
Hopewell Junction, NY 12533
<a href="mailto:lischluter@gmail.com">lischluter@gmail.com</a>

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 Wohrman, Deputy Supervisor

Eliot Battaglini

Frank Lemak

Mersin Capollari

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

Thomas DiNapoli, NYS Comptroller 110 State Street, Albany, NY 12236 August 18, 2024 Dear Mr. DiNapoli,

We are writing to you as residents of New York State for over five decades and a current resident of the Town of Beekman in Dutchess County for over six years and formerly from the Town of Somers, NY and Yorktown Heights, NY.

The level of this town's leadership is appalling and as you will note when you review all the documentation, is acting as a fiefdom with rampant disregard for town, county and state codes and laws, lack of financial and fiduciary responsibility to residents, questionable and perhaps illegal tactics to businesses by both the Town Board and Planning Board and a level of corruption unparalleled in any of the other towns we have lived in.

Attached you will find a letter written to the Town Board, FOIL requests,( some of which have been unanswered and others claiming they do not keep disaggregated or any financial records for consultants), correspondence between our 18 home builder's attorney and the town's attorney, my response to our community members regarding inaccurate information in the town attorney's letter to the builder's attorney, a second set of documentation between Barton Orchard and the Town Board and Planning Board showing "extortion like" practices holding that business (and others) hostage if their escrow accounts are not replenished, threatening to end their projects unless additional escrow monies are received requiring businesses to add more money to their escrow accounts despite evidence these fees had been paid. So, for these businesses to move forward they pay these added charges (under protest) or lose their entire investment. This practice continues to line the pockets of the town's engineer and lawyers while delaying for years a business' ability to build, expand or complete projects. The Planning Board continues to request updated information from architects, engineers,

and builders/businesses in a prolonged effort to collect monies and make ludicrous demands and changes on a regular basis.

While we are providing you information on only two such situations there are many, many more businesses/builders who have been in this same situation. Once they have invested hundreds of thousands of dollars, the town and planning board produce ways to add added costs to them to complete projects by back tracking on original plans, already approved and filed in Dutchess County. If we were independently wealthy, we would hire an attorney to go after this town Supervisor and Board for civil and potentially criminal charges, not unlike that of the former tax collector in the town who embezzled over \$83,000 and the former comptroller who embezzled over \$500,000.

While we know this town is just a "dot" on your exhaustive responsibility, we are truly reaching out to you for your help to order a forensic audit of the Town of Beekman's finances and an investigation into the Town Board and Planning Board's actions.

Included in this packet are the signatures of over 300 residents calling for the immediate removal of the Town Supervisor and Town Board, with those signatures increasing daily. This petition outlines all the reasons we believe this town's leadership is corrupt. The nepotism, incestuous and vindictive actions by this Town Supervisor has created incredible disharmony among residents. Our letter to the Board provides more detailed commentary.

We are hopeful your office will take these concerns seriously and act accordingly. We thank you in advance for your continued state leadership and remain committed to reclaiming resident's voices without the continued threats and intimidation that currently exists in this town.

Respectfully,

Ed and Linda Schluter

To: Town Of Beekman Supervisor and Town Board members

Date: August 20, 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 try, 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 forensic 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's firm (Hudson Land Dedsigns) and lawyer, (Wallace & Wallace) "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 "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 resulting in a quality of life issue, affecting home sales and requiring us to pay for private plowing of roads. 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 to the Comprtroller's office that businesses 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.

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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 we are proud Americans, but not proud residents of the Town of Beekman.

Respectfully,

Ed and Linda Schluter

CC: Thomas DiNapoli, NYS Comptroller

Mary Covucci, Supervisor

Sharon Wohrman, Deputy Supervisor

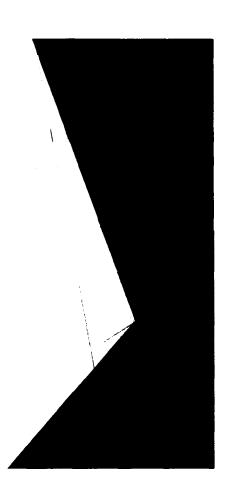
Eliot Battaglini

Frank Lemak

Mersin Capollari



Hudson Land Design Professional Engineering, P.C.
Consulting Engineer to the Town of Beekman



Point of Contact

# Daniel G. Koehler, P.E.

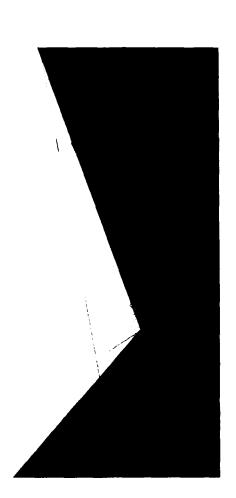
Available by appointment during office hours, typically Thursdays, at Town Hall Town Hall Phone Number: 845-724-5300 ext. 236

Beacon Office Phone Number: 845-724-5300 ext. 23
Beacon Office Phone Number: 845-440-6926
Email: <u>DKochler@Hudsonl.andDesign.com</u>



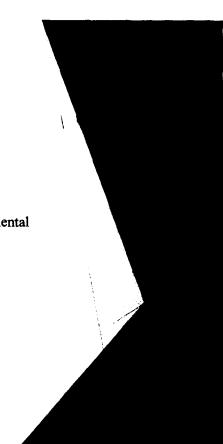
# **Engineering Services Provided:**

- > Planning Board Review
- > General Engineering Support for Town Board
- > Infrastructure Improvements
- > Filing and Electronic Record Keeping Initiative
- ➤ MS4 Compliance



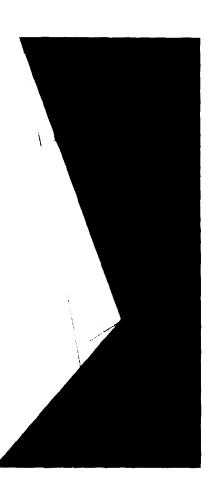
# Focus This Evening:

- > Infrastructure & Building Improvements
  - > Town Board directive to be proactive rather than reactive
  - ➤ Collaborative effort with outside consultants (architects, environmental analysts, structural engineers, etc.) and Hudson Land Design
    - ➤ Identify issues
    - > Analyze remaining life expectancy
    - > Plan for maintenance, improvements, replacement
  - > Search for outside funding opportunities



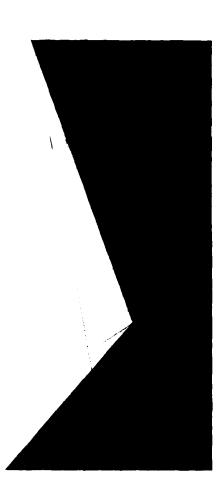
### Recently Completed Capital Projects:

- ➤ Beekman Recreation Baseball Field 1
  - > Fencing and netting, grading and drainage completed June 2023
  - > Funded in part by \$100,000 awarded by NYS Senator Harckham's office
- > Gardner Hollow Road Bridge Replacement
  - ➤ Completed February 2024
  - > Funded in part by Municipal Innovation Grant \$100,000 and State and Municipal Grant \$80,000, and American Rescue Plan Act (ARPA) money
- > 4 Main Street
  - Monitoring well closure completed in April 2024
  - > Funded by General Town Funds
- ➤ Highway Buildings
  - ➤ Highway Building #1 & #2 Roof and Exterior Improvements completed July 2024
  - > Funded by General Town Funds
- > Remembrance Park
  - ➤ Phase II improvements hardscaping, monuments, lighting, and ADA accessibility completed September 2024
    - > Special thanks to Rob Lopane (resident, planning board member) for volunteering to prepare a master sketch
    - > Funded in part by DASNY & Dutchess County Veterans Grant
    - > Re-stripe the ADA parking area to provide a compliant loading zone
    - > Potential for benches to be added in 2025



### Capital Projects Currently Bidding or Being Awarded:

- Dover Ridge Estates Water System
  - > Hydropneumatic Tank Abandonment
  - ➤ Mandated by Dutchess County Department of Behavioral and Community Health
  - > Plan calls for abandoning the tank in place (filling it with foam to prevent future cave-ins) and re-pointing the CMU block in the pump house
  - > Requests for proposals released and received two proposals, being considered for award this evening
  - ➤ Anticipated Completion: December 2024



### Capital Projects Ongoing:

- > Town Hall Emergency Generator
  - > Installed and in operation
  - > In-house labor for pad preparation
  - > Outside electrical contractor
  - > Outstanding work includes landscaping and clean-up work
  - > Funded in part by \$50,000 Municipal Innovation Grant
  - > Anticipated Completion: Late Fall 2024
- > Beekman Recreation Pond
  - ➤ Permanent weir mandated by New York State Department of Environmental Conservation (NYSDEC)
  - ➤ Discussions ongoing with NYSDEC starting in 2017 mandating the discontinuation of the historic process of using a temporary weir
  - > Permanent weir negates annual time and costs to prepare and dismantle the temporary weir and the environmental impacts associated with that work
  - > Federal Emergency Management Agency (FEMA) Flood Insurance Study considers that the weir is in place
  - > Funded in part by Dutchess County Soil and Water Conservation District grant of \$50,000 and ARPA money
  - > Anticipated Completion: Late Fall 2024

### Capital Projects 2025 or soon thereafter:

- > Water and Sewer Study
  - > Town Center growth as envisioned and Dalton Farms Improvements
  - > Awarded \$40,000 Municipal Innovation Grant with Dutchess County Water and Wastewater Authority (DCWWA) as co-applicant
  - > Co-applicant DCWWA in the process of preparing a Request for Quote for the water and sewer study with assistance by the Town Engineer
- > Highway Garage
  - > New steel building to house equipment
  - ➤ Awarded \$143,984 State Funds to be administered through New York State Department of Transportation
- > Salt Shed
  - > Partnership with Dutchess County Department of Works
  - > DCDPW paying for half, anticipated use of ARPA money
- ➤ Doherty Park
  - > Drainage and road improvements
- > Other Buildings & Infrastructure Improvements
  - > Continue to monitor infrastructure and identify needs
  - > Continue to review the Buildings Survey and Condition Report
  - > Utilize in house staff for maintenance inasmuch as possible and continue to plan for capital projects for those projects in need of outside services

## Town of Beekman School 2024 Collection Summary

Batches 0 thru 34

		Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
District:		3344739.03	0.00	0.00	0.00	30583230.24
Arlington CSD	Totals:	3344739.03	0.00	0.00	0.00	30583230.24

# Collection Statistics:

Number of Postings:	521
Percentage Collected:	10%
Number of Adjustments:	0
Number of Voids:	34
Number of Returned Payments:	0
Number Refunded Duplicate Pmnts:	0
Total Refunded:	0.00
Notice Handling Fees Collected:	0.00

Received Via: On-Line: 24 Mail: 249 Counter: 215
Counter: 215

Cash:	72854.94			
Check:	3058481.45	i		
Other:	213402.70			
Total:	3344739.09			
Minus Duplica	te/Over Payments:			
Militar = ap	0.06			
		3344739.03		
Taxes:	3344739.03			
Penalty:	0.00			
Surcharge:	0.00			
Ret. Check Fees:	0.00			
Notice Fees:	0.00			
Total:	3344739.03			
Minus Direct / Under Payments:				
0 Direct:	0.00			
0 Under:	0.00			
		3344739.03		

Other Payment Type Breakout:

 Credit Card:
 1
 7406.30

 Online Payment:
 24
 205996.40

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