



Town of East Fishkill
Dutchess County, New York
330 Route 376, Hopewell Junction,
New York 12533

**TOWN OF EAST FISHKILL
TOWN BOARD MEETING
JUNE 22, 2023 @ 6:00 PM
AGENDA**

Call to Order

Pledge of Allegiance

Supervisor's Presentation

Presentation of Proclamation for Judith Smith and Barbara Zawadzinsky – For their service to the East Fishkill Library

Roll Call

Public Hearings

Approve Minutes

May 25, 2023

Announcement of Additions to the Agenda

Courtesy of the Floor

Receive and File

Request to Create a Special Permit for Art Storage & Gallery in Residential Zone – Refer to Zoning Department

Resolutions:

1. Approve Police Policy with Respect to Child Abuse or Neglect and New Safeguarding Children Policy for Police
2. Authorize Hiring Part-Time Police Assistant to Fill a Vacancy
3. Award Contract Extension for Purchase of Hydrants and Valves Repairs
4. Award Plumbing Fixtures Contract
5. Award Hopewell West Phase IV Engineering Services Award to Barton and Loguidice

6. Authorize 2023 WIIA Grant Submission Lead Agency Circulation
7. Authorize Advertising of RFP for Town Wide Disaster Debris Removal
8. Award Resurfacing of South Drive Bid
9. Amend Fees for Change of Use with Minor Site Plan Amendment without Public Hearing and Replacement of Existing Wall Mounted Box Signs to Reflect Town's Design Criteria
10. Award Highway Bid for Milling and Resurfacing
11. Authorize Tax Certiorari - T Lime, LLC
12. Authorize the Signing of an Intermunicipal Agreement with WCSD with Respect to SRO's
13. Appoint Seasonal Laborer in Highway Department
14. Appoint Full-Time Laborer in Highway Department
15. Authorize Hiring of After Camp Director for Recreation
16. Authorize Use of Red Wing Park for Scuba Diving Training
17. Authorize Revised Police Chief Employment Agreement
18. Schedule Public Hearing for July 27, 2023 to Consider Amending Zoning Code to Correct Zoning Inconsistencies

Additions to the Agenda by Majority Vote (If any)

Budget Transfers

Adjournment

Next Town Board Meetings: Workshop/Voting Meeting July 27, 2023

RESOLUTION-xxx/2023

**(APPROVE POLICE POLICY WITH RESPECT TO CHILD ABUSE OR NEGLECT
AND NEW SAFEGUARDING CHILDREN POLICY FOR POLICE)**

WHEREAS, the Town Police Chief has submitted a New Child Abuse or Neglect Policy and New Safeguarding Children Policy; and

WHEREAS, the Police Chief has submitted the attached documents to be recognized as part of the East Fishkill Police Department Policies; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board has reviewed the attached policy and authorizes the adoption thereof.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

DIRECTIVE

23-44.4

DATE: MAY 5, 2023

SUBJECT: SAFEGUARDING CHILDREN of ARRESTED PARENT(s)/GUARDIAN(s)

POLICY

It is the policy of this Department that officers will be trained to identify and respond effectively to a child, present or not present, whose parent is arrested in order to help minimize potential trauma and support a child's physical safety and well being following an arrest.

PURPOSE

The primary purpose of this policy is to minimize trauma experienced by the child while maintaining the integrity of police operations and the safety of officers, suspects, and other involved individuals. Whenever possible, a child should be diverted from official custody and be placed with a responsible caregiver. Recognizing that this is a shared responsibility, it is the intention of the department to establish new and enhance existing collaborations between the East Fishkill Police Department and other key partner organizations to fully implement this policy. This policy provides helpful guidance to officers to minimize trauma to a child they encounter while carrying out their duties in responding to calls for service or performing searches or high-risk arrest warrants.

DEFINITIONS

A. Caregiver

A responsible adult selected to temporarily care for the child in situations where an individual with legal custody of the child is unavailable. In some cases, responsibility for the temporary care and supervision of a child may be delegated to a relative, neighbor, friend, or another adult, if they are willing and able.

B. Child

Any unemancipated person under the age of 18, or as otherwise defined by state law, whether or not he or she is present at the arrest (As used herein, "child" refers to both an individual child and multiple children.)

C. Child Protective Services (CPS)

A public service agency, or its contractee, that has authority to assume responsibility for the care, welfare, and temporary supervision of a child pursuant to law.

D. Parent

Any adult who is legally responsible for the well-being, supervision, and care of a child. In most cases, this individual is a biological or adoptive parent, or guardian.

E. Partner Organization

An agency or non-profit organization with interests aligned with the department with regard to safeguarding a child from trauma when his or her parent is arrested or who is present when a search warrant is executed and which has the capacity to provide trauma-informed services to a child at the time of, or shortly following the event.

F. Responsible Adult

An individual over 18 years of age who has an existing positive relationship with a child and volunteers to temporarily care for a child in a situation where the parent is unavailable.

G. Trauma

Individual trauma results from an event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or threatening and that has lasting adverse effects on the individual's functioning and physical, mental, social, emotional, or spiritual well-being.

PROCEDURES

- A. The Chief shall designate a member of the Department to be responsible for ensuring that this policy is implemented and contact information is updated throughout the department.
- B. The Department will enter into data sharing agreements to the extent authorized by law, to enable partner agencies to provide services to a child following the arrest of a parent or performance of a search or high-risk arrest warrant.
- C. This Department shall have a cooperative agreement with Children's Services/CPS and other partner organizations that will aid law enforcement when a child's parent is arrested in an effort to ensure that trauma-informed services are provided to the child during or shortly following the arrest of a parent.
- D. The Department or a designated community partner shall convene regular meetings involving

all partner organizations to review and evaluate the effectiveness of joint operational protocols, make improvements where necessary, and develop plans to expand services for a child after a parent is arrested.

- E. Officers shall be provided with a list of agencies that have partnered under the cooperative agreement, along with contact information for each. These agencies may be contacted by the arresting officer, or another component of this Department, when officers need assistance during the arrest of a parent.

TRAINING

- A. The Department will work with a partner organization to provide training to all officers on this policy, which shall include training on trauma and trauma-informed responses by law enforcement officers, child development and the effects of trauma on children so that officers can effectively support the well-being of a child. Officers shall be trained to effectively communicate with the child using developmentally appropriate language during a parental arrest or while performing a search warrant.
- B. Training will be made available to partner organizations and Children's Services/CPS staff on the role, responsibilities, and protocols of members under this policy. Cross training will be made available to officers of this department by Children's Services/CPS staff and representatives of other partner organizations on their roles, responsibilities, and policies for supporting a child affected by parental arrest or execution of a search warrant.
- C. Training materials will be available for police assistants/dispatch personnel to increase awareness of the trauma experienced by children who are present at the arrest of a parent, or during other police enforcement activities. Where possible, dispatch personnel shall report when a child is present at the scene of a reported incident to inform responding officers.

SAFEGUARDING CHILDREN WHEN PERFORMING A SEARCH WARRANT

- A. When performing a search warrant, officers should review and familiarize themselves with this policy.
- B. When officers have reason to believe that a child may be present, officers should take particular care to:
 - 1. Include in the pre-plan for the search warrant, measures to minimize potential trauma on the child;
 - 2. When reasonably possible, delay the search until the child is not likely to be present (e.g., at school or daycare), or consider another time and place for performing the search warrant;

3. Whenever reasonably possible, avoid handcuffing or questioning persons present, or displaying a firearm in the presence of a child; and
4. Make arrangements for a translator if persons present are not English-language proficient. A parent should not be allowed to interpret for a child and a child should not be allowed to interpret for a parent.

MAKING AN ARREST

A. General Procedures:

1. The officer shall make a reasonable attempt to inquire whether the person arrested is a parent of a child who would need arrangements for their care because of the arrest, including any child who may not be present at the time but who is expected to return home from school, a babysitter, a friend's home, or other location or activity.
2. Adults may be reluctant to disclose the presence of, or responsibility for, a child for fear that they may lose custody. Therefore, when making an arrest, and when safe to do so, the officer shall be aware of any items in plain view that may indicate the presence of a child, such as toys, diapers, and similar items.
3. If a parent is responsible for a child, whether or not the child is present, a determination regarding appropriate placement shall be made to the extent reasonably possible, as laid out in this Policy.

B. When a Child is Present, the officer shall:

1. Take custody of the child in accordance with state law when the officer reasonably believes there is a threat of imminent danger to the child.
2. In making the arrest, whenever reasonably possible, avoid handcuffing, questioning, or displaying a firearm in the presence of a child.
3. Reasonably avoid the use of force including use of force to physically separate a child from the arrested parent.
4. When possible, permit the parent being arrested to speak with the child prior to being removed from the premises.
5. Designate an officer to remain with and be responsible for a child until the child is in the care of an authorized community partner or responsible adult.

C. When a Child is Not Present:

1. If the arrest occurs while the child is not present (e.g., at school or daycare), the officer should discuss designating a caretaker with the parent and arrangements about how the child will be picked up and by whom. If the parent is not available to designate a caregiver for the child, ensure that appropriate arrangements are made through the department, a partner organization or CPS to place the child with a responsible adult.

DETERMINING APPROPRIATE PLACEMENT OF A CHILD

- A. When child abuse or child neglect is suspected, refer to DIRECTIVE 23-1 Child Abuse or Neglect.
- B. The child should be placed with the other parent if this individual is capable of assuming responsibility for and care of the child.
- C. If another parent is not available, the arrested parent should be given a reasonable opportunity to select and contact a caregiver unless there is a compelling reason not to do so, or the arrest is for child abuse or neglect.
- D. In accordance with the EFPD Body Worn Camera policy, the officers shall record the designation on the officer's body-worn camera.
- E. If the parent is not willing or able to identify a caregiver, the officer shall take reasonable measures to locate a relative or other responsible adult for the child.
- F. The parent has the right to designate a caregiver for his or her child. When the potential caregiver is not designated by a parent, the officer should, to the extent feasible, conduct further inquiry. These inquiries shall include an NCIC check or access to other sources to identify any arrests/convictions for child abuse, sexual crimes, domestic violence, recent arrests for serious drug offenses, or other recent violent felony violations which would disqualify the individual from taking custody of the child. Officers shall also inquire as to any court ordered custodial arrangements and/or orders of protection.
- G. If questions should arise concerning the capability or competency of the second or another caregiver, the officer should request assistance from a supervisor.
- H. The officer should examine photo identification to confirm the caregiver's identity and record the details in the applicable record management system.

DIRECTIVE

23-1

DATE: MAY 5, 2023

SUBJECT: CHILD ABUSE or NEGLECT

POLICY

This policy is designed to provide guidance to members regarding the mandatory reporting of child abuse or neglect, reporting procedures and obligations of persons required to report, provisions for taking a child into protective custody, mandatory reporting of deaths, immunity from liability, penalties for failure to report, and obligations for the provision of services and procedures necessary to safeguard the life or health of the child.

PURPOSE

All law enforcement officers are mandated reporters and as such have an affirmative obligation to personally report or have a report to be made when there is reasonable cause to suspect a child is being abused or maltreated. When a report of possible child abuse or neglect is made, law enforcement officers will work collaboratively, as necessary, with their local child protective services to increase the safety of a child who has been harmed or is at risk of harm.

DEFINITIONS

- A. Child - A person actually or apparently under the age of eighteen years.
1. Abused Child – A child whose parent or other person legally responsible for the child's care:

- I. While waiting for the arrival of a caregiver, the officer shall remain at the premises or take the child to a facility with child-friendly age-appropriate space or to a designated community-based partner site to wait for the caregiver.
- J. If it is not reasonably possible to identify a caregiver, or if the parent cannot or will not provide the name and contact information of a preferred caregiver, members shall notify CPS of the need for emergency placement of the child.
 1. Contact NYS CPS to initiate a report. If in an emergency situation, after the member initiates a report with NYS CPS, they may immediately contact Dutchess County CPS on-call number for the supervisor. (Phone Numbers listed below)
- K. When reasonable possible, the arresting member or department liaison member should visit the care giver who has assumed responsibility for the child for a follow-up visit. If a follow-up visit can not be conducted, the arresting member should contact the child and the care giver on a telephone to conduct a follow-up.

INTERACTING WITH A CHILD

- A. Where appropriate and safe, the parent should be given an opportunity to reassure the child and explain what is happening.
- B. If the parent is unable to provide reassurance to the child, the member shall provide an explanation to the child, in an age and developmentally appropriate manner. It should be emphasized that the child has done nothing wrong and will be safe and cared for.
- C. When reasonably possible, the officer shall ask the parent about items or objects that provide comfort to the child, such as toys, clothing, blankets, photographs or food that can be taken with the child.
- D. The officer shall ask the parent about any medical, behavioral, or psychological conditions and/or required medications or treatments of the child that would become the responsibility of a caregiver.

EMERGENCY CONTACT INFORMATION

New York State Child Protective Services: 1-800-342-3720

Dutchess County Child Protective Services: 845-486-3000

Dutchess County Child Protective Service On-Call: 914-475-4314

The Center for the Prevention of Child Abuse: 845-454-0595

- a) inflicts or allows to be inflicted upon such child physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ, or
- b) creates or allows to be created a substantial risk of physical injury to such child by other than accidental means which would be likely to cause death or serious protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ, or
- c) commits or permits an offense against a child, including a sex offense, prostitution, incest, sexual performance by a child or human trafficking.

2. Maltreated Child – A child who has had serious physical injury inflicted upon oneself by other than accidental means or meets the definition of a neglected child pursuant to the Family Court Act to include a child:

- a) whose physical, mental or emotional condition has been impaired or is in imminent danger of becoming impaired as a result of the failure of the child's parent or other person legally responsible to exercise a minimum degree of care:
 - (1) in supplying the child with adequate food, clothing, shelter, education or medical care; or
 - (2) in providing the child with proper supervision or guardianship by unreasonably inflicting or allowing to be inflicted harm, or a substantial risk thereof, including the infliction of excessive corporal punishment; or by misusing a drug or drugs; or by misusing alcoholic beverages to the extent that there is loss of self-control of actions.

B. Mandated Reporter – Anyone employed in New York State who is required to report includes, but is not limited to, peace officers; police officers; district attorneys or assistant district attorneys; investigators employed in the office of a district attorney; or other law enforcement officials.

C. Minimal Facts Interview – An interview of a child conducted by a first responder – when another individual such as a supportive caregiver or other person involved cannot provide enough information – designed to minimize the risk of contaminating the investigation prior to a forensic interview of the child, when critical information must be obtained from a child to ensure the safety of the child and other potential victims.

- D. Imminent Danger – Refers to a reasonable cause to believe an immediate danger to the child's life, safety, or health exists should the child remain in their place of residence, condition, or situation.
- E. Persons Legally Responsible – A child's custodian, guardian, any other person responsible for the child's care at the relevant time. Custodian may include any person continually or at regular intervals found in the same household as the child when the conduct of such person causes or contributes to the abuse or neglect of the child.
- F. Parent – A person who is recognized under the laws of the state of New York to be the child's legal parent.

I. REPORTING CASES OF SUSPECTED ABUSE OR MALTREATMENT OF CHILD

- A. Mandated reporters shall in good faith report or cause a report to be made when in their professional or official capacity they have reasonable cause to suspect:
 - 1. A child coming before them is an abused or maltreated child; or
 - 2. A parent, guardian, custodian or other person legally responsible for such child comes before them and states from personal knowledge, facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child.
- B. Any person, official or institution who are mandated by law to report a case of suspected child abuse or maltreatment and willfully fails to do so can be held criminally and civilly liable.

II. COMMON REASONABLE CAUSE INDICATORS

- A. Physical abuse:
 - 1. Injuries such as to the torso, ears, neck, eyes, mouth and face
 - 2. Frequent injuries of any kind (bruises, cuts, and/or burns at any stage of healing), especially if the child is unable to provide an adequate explanation of the cause, including infants too young to crawl and pull up. These may appear in distinctive patterns such as grab marks, human bite marks, cigarette burns, or impressions such as linear marks caused by being hit by an object.
- B. Sexual abuse:
 - 1. Symptoms of sexually transmitted diseases;
 - 2. Injury to genital area;

3. Difficulty and/or pain when sitting or walking;
4. Sexually suggestive, inappropriate, or promiscuous behavior or verbalization;
5. Expressing age-inappropriate knowledge of sexual relations;
6. Sexual victimization of other children.

C. Maltreatment:

1. Obvious malnourishment, listlessness, or fatigue;
2. Stealing or begging for food;
3. Untreated need for glasses, dental care, or other medical attention;
4. Child inappropriately left unattended or without supervision.

D. Additional indicators may include changes in a child's demeanor such as:

1. Destructive, aggressive, or disruptive behavior.
2. Passive, withdrawn, or emotionless behavior.
3. Fear of going home or fear of someone residing in the home.

III. REPORTING PROCEDURE

A. Provide any immediate aid to the child, if necessary.

B. Notifications:

1. Immediately report any suspected abuse to the New York State Child Protective Services (CPS) at 1-800-342-3720. If emergency, the member must first report the suspected abuse to the New York State CPS then may immediately contact the Dutchess County On-Call at 914-475-4314 to speak with a supervisor.
2. Prepare and submit a NYS Office of Children and Family Services Report of Suspected Child Abuse or Maltreatment LDSS-2221A to the local department of social services' CPS as soon as possible, but no later than 48 hours where the abused/maltreated child resides. (See attached form)
3. If the alleged perpetrator cannot be the subject of a report because the individual is not a parent or other person legally responsible for the child and there is reasonable cause to believe that the alleged acts or circumstances against a child described may constitute a crime or an immediate threat to the child's health or safety, the member will provide necessary aid or assistance to the child as well as take any necessary investigatory steps.

- C. After making a report that initiates an investigation of an allegation of child abuse or maltreatment, comply with requests by CPS for records that are essential to a full investigation of such report. This may include photographs of the areas of trauma visible on the child.
- D. Notify the medical examiner if there is reasonable cause to believe that child died as a result of abuse or maltreatment.
- E. Any report received by a member of an actual or attempted abduction or molestation shall notify the New York State Violent Crimes Analysis Program (ViCAP), via the requirements of the eJusticeNY Integrated Justice Portal of such report. This will prompt a comparison of data in its files of any similarities to other reports received by the ViCAP program.

VII. TAKING A CHILD INTO PROTECTIVE CUSTODY

- A. Prior to taking any child into protective custody, a member should make a reasonable effort to contact Dutchess CPS to handle the removal of the child.
- B. If a parent or legal guardian of the child who is not a subject of the report is present, a member or CPS may decide to release the child into said parent or legal guardian's custody. This determination should be based on an assessment of the parent or legal guardian's ability to keep the child safe from the subject of the report as well as any other factors that may suggest taking the child into protective custody is the appropriate action.
- C. Members shall take a child into protective custody if they have reasonable cause to believe that the circumstances or condition of the child are such that the child continuing in their place of residence or in the care and custody of the parent, guardian, custodian or other person responsible for the child's care presents an imminent danger to the child's life or health.
- D. If time is a factor, a member may take a child into protective custody without CPS present if:
 - 1. Law Enforcement has a court order; or
 - 2. There is reasonable cause to believe the child is in imminent danger and there is not time enough to apply for a court order; or
 - 3. You have written consent from the parent or legal guardian.

- E. The following measures shall be taken to protect a child's life or health when it is necessary for law enforcement to remove a child from imminent danger without the presence of CPS.
1. Bring the child immediately to a place approved for such purpose by the local social services department unless the child is in need of immediate medical assistance.
 2. Make every reasonable effort to inform an uninvolved parent or other person legally responsible for the child's care of the facility to which you have brought the child.
 3. Make any necessary notifications as soon as possible to the family court and CPS, including following reporting procedures.
 4. Give, with removal, written notice to the parent or other person legally responsible for the child's care of their right to apply to the family court for the return of the child.
 5. Document the decision to place the child in protective custody including the name of person making the decision and the reasoning for placing the child into protective custody.

IV. INTERVIEWING A CHILD OF SUSPECTED ABUSE OR MALTREATMENT

- A. A child shall be interviewed by a certified forensic interviewer at an appropriate venue except when there may be instances where you must speak with the child including but not limited to:
1. When the child comes directly to you and begins to disclose the abuse. In this instance, do not stop the child.
 2. When the child volunteers information to a first responder, the child should be listened to without interruption and the disclosure should be documented in the child's words.
 3. When you absolutely cannot gather needed information from other sources.
 4. When the health and safety of the child is at imminent risk.
- B. If an interview by personnel not trained in forensic interviewing is absolutely needed to obtain information for ensuring the safety of the child and potential victims, document the need and conduct a Minimal Facts Interview. The MFI should be conducted by a detective if one is available.

- C. In cases of suspected abuse or maltreatment, an in-depth forensic interview shall be conducted, when possible, at the local Child Advocacy Center by certified Forensic Interviewers who are part of a Multi-Disciplinary Team. This will minimize the number of times a child victim is called upon to recite events.
- D. All child victims should be interviewed in a private setting as prescribed by law.

V. MEDICAL EXAMINATIONS

- A. All cases involving the unexplained or suspicious death of a child shall be investigated as a suspected case of child abuse or maltreatment.
- B. A local or regional fatality review team may investigate any unexplained or unexpected death of a child under the age of 18. Provide to local and regional fatality review teams access to all records, except those protected by statutory privilege, within 21 days.

VI. TRAINING

- A. All members shall receive written information explaining the reporting requirements as a mandated reporter of child abuse and maltreatment.
- B. Members shall complete mandated reporter training and should receive training around child abuse/maltreatment and interview techniques. Training will involve newly hired members of the agency as well as ongoing in-service training to reflect changes in policy and law.

RESOLUTION-xxx/2023

(APPOINTING A PART-TIME POLICE ASSISTANT TO FILL A VACANCY)

WHEREAS, there is need for a part-time Police Assistant in the Police Department; and

WHEREAS, Lieutenant Cuccia has recommended that Angelina Santiago be employed part-time; and

NOW, THEREFORE, BE IT RESOLVED, that Angelina Santiago is appointed as a part-time Police Assistant at the rate of \$19.75 per hour, effective June 25, 2023.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

RESOLUTION 2023-xxxx

**TOWN OF EAST FISHKILL
WATER AND SEWER DEPARTMENT
HYDRANT/VALVE REPLACEMENTS CONTRACT EXTENSION**

WHEREAS, the Town of East Fishkill oversees maintenance and operations for the various water special districts and is seeking hydrant and valve replacements; and

WHEREAS, the Town previously awarded Legacy Supply, Inc. a contract to perform hydrant and valve replacement projects, based upon lowest qualified bid results; and

WHEREAS, the Town completed hydrant and valve replacements for the 2022 year and the Town has identified additional valve and hydrant replacement locations throughout the various water districts; and

WHEREAS, the Town can extend the contract with Legacy Supply, Inc. to complete the replacement of the additional hydrants and valves;

NOW THEREFORE, IT IS RESOLVED, that the additional hydrants and valves be replaced by Legacy Supply, Inc for the amount not to exceed \$140,000.00; and

NOW THEREFORE, IT IS FURTHER RESOLVED, that the Town Board hereby declares and authorizes Nicholas D'Alessandro, Town Supervisor, be provided the authority to authorize a contract change order with Legacy Supply, Inc.

**BY ORDER OF THE TOWN BOARD
PETER CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



Town of East Fishkill

Sewer and Water Department

330 Route 376, Hopewell Junction, New York 12533
Telephone 845-223-5114

Engineer's Memo

Subject: Hydrant & Valve Replacement Contract Extension
From: George Cronk, P.E.
Date: June 20, 2023

The Town of East Fishkill previously identified the need for 17 Hydrant replacements, 8 shut off valves, and 3 wet taps located throughout the town water districts. The outlined work was completed by Legacy Supply, Inc. during the 2022 construction season.

The Water and Sewer Department has now identified an additional 14 valves and 3 hydrants that need replacement during the 2023 year. We are proposing that the existing contract with Legacy Supply, Inc. be adjusted with a change order to accommodate the additional scope. The 2022 contract allows for two years of extensions.

Funding for this work is already included in the 2023 annual operations and maintenance budgets for the districts as well as ARPA funding. Legacy Supply, Inc. completed \$180,576.17 hydrant and valve replacement work in 2022. We estimate that there will be approximately \$140,000.00 hydrant and valve replacement work for 2023.

Legacy Supply, Inc. successfully completed the 2022 hydrant and valve project in a timely manner with satisfactory workmanship. Therefore, we are recommending the change order be approved with Legacy Supply, Inc. Again, we anticipate the work to be completed during the 2023 summer season, pending material availability.

RESOLUTION – XXX/2023

**TOWN OF EAST FISHKILL
WS2023.004 PLUMBING FIXTURES AWARD**

WHEREAS, the Town of East Fishkill is managing the water district improvements for the Hopewell West Water District that includes the installation of water meters in all homes and businesses; and

WHEREAS, the Town is intending to self perform meter installations and will need plumbing materials to perform this work;

WHEREAS, the Town sought proposals for plumbing supplies through public advertisement and open bid period;

NOW THEREFORE, IT IS RESOLVED, that N&S Supply, Inc. be awarded a contract to provide plumbing materials for the amount not to exceed \$100,000.00; and

NOW THEREFORE, IT IS FURTHER RESOLVED, that the Town Board hereby declares and authorizes Nicholas D'Alessandro, Town Supervisor, be provided the authority to authorize a contract with N&S Supply, Inc.

**BY ORDER OF THE TOWN BOARD
PETER CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



Town of East Fishkill

Sewer and Water Department

330 Route 376, Hopewell Junction, New York 12533

Telephone 845-223-5114

Engineer's Memo

Subject: WS2023.004 (Hopewell West) Plumbing Fixtures Award
From: George Cronk, P.E.
Date: June 20, 2023

The Town of East Fishkill has been performing the DWSRF 18090 project. This water improvement project includes the Rt 376 interconnection (Phase 1), Revere Park WS interconnection (Phase 2), Hopewell West WD interconnection (Phase 2), Building and underground tank razing (Phase 3), Hopewell West meter installations (Phase 3), and the replacement of some watermains within the local streets of Hopewell West WD (Phase 4).

The Town is moving forward with Phase 3 – Meter Installations. As such, the Town is planning to self perform the installations. The Town will need to provide the plumbing materials necessary for the meter installations. Each installation includes a meter, back flow prevention, pressure gauges, pressure reducing valve, shutoff valves, and a small expansion tank. The Town solicited a public bid for the various materials described herein. The results for the bid responses are included below;

Company	Total
R.I.M. Plumbing & Heating Supply, Inc.	\$92,220.29
N&S Supply, LLC	\$54,126.30

The project funding includes a previously awarded \$3M grant and a \$2M loan from NYSEFC. However, the purchase of these materials will be performed utilizing funds from the ARPA appropriations. The Town previously allocated \$175,000 to be dedicated to the project at the March 2023 Town Board meeting.

Based upon the bidding results, we recommend that N&S Supply, Inc. be awarded a contract to supply the plumbing materials. We recommend that the award amount be increased by approximately \$45,000 for a total award not to exceed amount of \$100,000.00. The additional monies allocated to the award is to incorporate any unforeseen, additional materials needed during the meter installations.

RESOLUTION 2023-xxxx

**TOWN OF EAST FISHKILL
WATER AND SEWER DEPARTMENT
DWSRF 18090 HOPEWELL WEST WATER ENGINEERING SERVICES**

WHEREAS, the Town of East Fishkill is managing the water district improvements for the Hopewell Water District that includes the partial replacement of watermains, valves, and corporation services; and

WHEREAS, the Town previously sought proposals from multiple engineering firms; and

WHEREAS, the selected Engineering Firm will need to meet all NYSEFC contract obligations including M/WBE requirements;

NOW THEREFORE, IT IS RESOLVED, that Barton and Loguidice be awarded a contract to perform engineering services for the amount not to exceed \$130,000.00; and

NOW THEREFORE, IT IS FURTHER RESOLVED, that the Town Board hereby declares and authorizes Nicholas D'Alessandro, Town Supervisor, be provided the authority to authorize a contract with Barton and Loguidice.

**BY ORDER OF THE TOWN BOARD
PETER CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



Town of East Fishkill

Sewer and Water Department

330 Route 376, Hopewell Junction, New York 12533
Telephone 845-223-5114

Engineer's Memo

Subject: DWSRF 18090 (Hopewell West) Engineering Services
From: George Cronk, P.E.
Date: June 12, 2023

The Town of East Fishkill has been performing the DWSRF 18090 project. This water improvement project includes the Rt 376 interconnection (Phase 1), Revere Park WS interconnection (Phase 2), Hopewell West WD interconnection (Phase 2), Building and underground tank razing (Phase 3), Hopewell West meter installations (Phase 3), and the replacement of some watermains within the local streets of Hopewell West WD (Phase 4).

For Phases 1 & 2 the Town utilized CPL to complete the engineering and construction inspection services. The Town is self performing Phase 3 of the project to help reduce project costs. For Phase 4, the Town sought engineering proposals from three (3) previously qualified engineering firms. The firms include CPL, WSP, and Barton and Loguidice.

Below is a summary of the proposal results;

Firm	Engineering Design	Construction Inspection	Total
CPL	\$103,000	\$80,000	\$183,000
WSP	\$89,500	\$145,500	\$235,000
Barton & Loguidice	\$81,500	\$48,500	\$130,000

The project funding includes a previously awarded \$3M grant and a \$2M loan from NYSEFC. Therefore, each firm will need to meet the requirements set forth by NYSEFC. These obligations include M/WBE requirements. The Town will be working with the winning consultant to ensure their obligations can be met.

Based upon the bidding results, we recommend that Barton and Loguidice be awarded a contract to perform the Phase 4 engineering services.

**RESOLUTION-xxx/2023
(DECLARING INTENT FOR LEAD AGENCY
FOR WATER SUPPLY WIIA PROGRAM)**

WHEREAS, the Town of East Fishkill has experienced several lost water sources including the Hopewell Hamlet, Pine Wood Knolls, and Four Corners Water Districts due to emerging contaminants and reduction in well capacity; and

WHEREAS, the Town of East Fishkill needs to replace the water sources; and

WHEREAS, the Town is seeking new water sources and various district interconnections to mitigate these losses; and

WHEREAS, the Town will be seeking funding opportunities from the New York State Environmental Facilities Corporation; and

WHEREAS, a Long Form Environmental Assessment Form (EAF) has been filed with the Town Board as required by 6 NYCRR §617.6(a)(2) to initiate the mandatory environmental review prescribed by the State Environmental Review Act (SEQRA) for the proposed project; and

WHEREAS, this resolution will initiate the SEQRA process for the Action contemplated by the Town as set forth above and the Town Board has undertaken an initial review of the Action as required by 6 NYCRR §617.6 of the SEQRA. The Town Board has reviewed the SEQRA list actions and is of the opinion the project is an Unlisted Action and desires to act as Lead Agency for the purpose of conducting the SEQR review; and

NOW THEREFORE, IT IS RESOLVED, that the Town Board hereby makes a preliminary classification of the Action as an "Unlisted Action" as such term is defined in 6 NYCRR §617.2. The Town Board hereby declares its intention to be Lead Agency for the purpose of conducting the SEQR review of the Action and that the Town's consultants and employees are hereby authorized to forward appropriate notifications, and any other documents for listings, or other needs identified by various involved agencies; and

FURTHER RESOLVED, that the Town Board authorizes and directs the prompt transmission of the EAF with a Lead Agency Intent Notice for the purpose of conducting a coordinated SEQR review. Involved agencies must be agreed upon within 30 calendar days of the date the EAF is transmitted to them; and

FURTHER RESOLVED, that the Supervisor of the Town is authorized to execute such documents and take such lawful actions as either such officer may deem convenient, necessary or advisable in order to effectuate the foregoing resolutions, which actions may include without limitation seeking consents from other involved agencies to the designation of the Town as lead agency with respect to the Action.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

RESOLUTION-2023

**(AUTHORIZING REQUESTS FOR PROPOSALS
FOR TOWN WIDE DISASTER DEBRIS REMOVAL)**

WHEREAS, the Town of East Fishkill is requesting sealed bids from Qualified Disaster Debris Cleanup Contractors to facilitate the proper management and timely removal of debris generated by all FEMA eligible natural disasters; and

WHEREAS, the goal is facilitate prompt and efficient recovery through an established agreement that is reasonable, cost effective, and protective of human health and the environment; and

WHEREAS, it is the desire of the Town Board to receive proposals for said services;

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and hereby is authorized to circulate and advertise a request for Proposals for Town Wide Disaster Debris Removal; and

BE IT FURTHER RESOLVED, that upon receipt of said proposals, the Town Engineer and Highway Superintendent shall review and evaluate the same and shall provide the representatives of the Town Board with a recommendation and all of the proposals for their independent review; and

BE IT FURTHER RESOLVED, that the Town Board will choose the appropriate Contractor at a later date.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

RESOLUTION

(AWARD RESURFACING OF SOUTH DRIVE)

PENDING

BID SUBMITTAL DATE FOR CONTRACT ED2023.09

IS JUNE 22, 2023

DRAFT

RESOLUTION – XXX/2023

(AMENDING THE PLANNING AND BUILDING DEPARTMENT FEES)

WHEREAS, the Planning and Building Department has requested that certain fees be amended; and

WHEREAS, the Town Board has reviewed the requested attached fees; and

NOW, THEREFORE, BE IT RESOLVED, that the proposed amended fee schedule for the Planning and Building Department be and hereby is adopted effective immediately.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



TOWN OF EAST FISHKILL

330 Route 376

Hopewell Junction NY 12533

Michelle L. Robbins, AICP
Town Planner

Memorandum

To:	East Fishkill Town Board
From:	Michelle Robbins, AICP
Date:	June 20, 2023
Re:	Planning Board and Building Fees
Cc:	J. Keenan, J. Burke

Attached for your consideration are proposed fees (see below) to reduce the costs to property owners and applicants that are working with the Town to update their existing and outdated site plans (typically for parking and ADA requirements) to reflect current site conditions as part of a change of use or minor site plan modification. In addition, we are requesting the Town Board consider a signage permit fee reduction for property owners and applicants that are willing to upgrade their existing box signs to reflect the Town's new Architectural Design guidelines and/or are willing to modify existing outdated signs with new signage consistent with the Town's Architectural Design Guidelines.

1) Change of Use with Minor Modifications to Site Plan (no change in building footprint)

Commercial Use

Existing fee \$1,000.00
Proposed fee \$500.00 (no escrow)

Industrial Use

Existing fee \$2,000.00
Proposed fee \$1000.00 (no escrow)

2) Sign Permit Fees

*No admin fee will be charged

Existing fees
Permanent (surface mount) \$125.00*
Permanent (monument) \$200.00*

Proposed fee \$25.00

RESOLUTION-xxx2023
(AWARD HIGHWAY BID FOR MILLING AND RESURFACING)

WHEREAS, upon the recommendation of the Town Supervisor and Highway Superintendent the need does exist for bids for bituminous Asphaltic Concrete In Place milling/reclaiming and resurfacing of Town Roads.

WHEREAS, the Milling and Resurfacing bid has been advertised by the Town Clerk. The bids have been analyzed and reviewed by the Town Highway Superintendent; and

WHEREAS, it has been determined that Intercounty Paving Co, Inc. is the lowest bidder;

NOW, THEREFORE, BE IT RESOLVED, that the In Place Asphalt Bid Contract HD2023.01 be and hereby is awarded to Intercounty Paving Co, Inc. for the AC-20 Base Terminal Price of \$612.00 and the Total Extended Price of \$694,555.00; and

NOW THEREFORE, IT IS FURTHER RESOLVED, that the Town Board hereby declares and authorizes Nicholas D'Alessandro, Town Supervisor, be provided the authority to authorize a contract with Intercounty Paving Co, Inc, and

BE IT FURTHER RESOLVED, that said Contract shall commence under the direction of the Highway Superintendent.

BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK

DATED: JUNE 22, 2023
EAST FISHKILL, NY



Town of East Fishkill - Highway Department
2484 Route 52
Hopewell Junction, New York 12533
Phone: 845-221-2681 Fax: 8454-226-6229

Kenneth Williams
Highway Superintendent

Subject: Award Bid for Town of East Fishkill Milling and Resurfacing

Attn: Supervisors and Town Hall Members

From: Kenneth Williams

Date: June 20,2013

The Town bid is awarded to:

Intercounty Paving Co, INC \$694,555.00

The low bidder references have been checked and it is my recommendation that the Town Board Award this project to Intercounty Paving, Inc.

Town of East Fishkill Milling and Resurfacing
Contract No. HD2023.01
Bid Opening - June 16, 2023 - Unofficial Results

<u>Bidder</u>	<u>Addendums</u>	<u>Non-Collusion</u>	<u>AC-20 Base Terminal Price</u>	<u>Total Extended Price</u>
Intercounty Paving Co., Inc.	—	√	\$612.00	\$694,555.00
Clove Excavators, Inc.	—	√	\$612.00	\$703,950.00
Kect Construction Corp.	—	√	\$612.00	\$713,450.00

RESOLUTION-xxx/2023

**(AUTHORIZING THE SETTLEMENT
OF A TAX CERTIORARI – T LIME, LLC)**

WHEREAS, T Lime, LLC, filed a tax certiorari for the year 2022; and

WHEREAS, after discussions and review with the Town Assessor it was deemed that a reduction in the roll would be appropriate; and

WHEREAS, it is necessary to review and approve this reduction;

NOW, THEREFORE, BE IT RESOLVED, that the Town Attorney be and hereby is authorized to execute a Consent Judgment and Stipulation of Settlement with respect to the above referenced tax certiorari proceedings as follows:

Tax Map No.: 6456-04-505035

<u>Assess. Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2022	\$396,600.00	\$257,790.00	\$138,810.00

Tax Map No.: 6456-04-518034

<u>Assess. Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2022	\$235,200.00	\$152,880.00	\$82,320.00

BE IT FURTHER RESOLVED, that upon approval of the Justice of the Supreme Court, all appropriate steps will be taken by the appropriate Town Officials to effectuate the changes herein.

**BY ORDER OF THE TOWN BOARD
PETER CASSIDY, TOWN CLERK**

**Dated: JUNE 22, 2023
EAST FISHKILL, NY**

RESOLUTION-2023

(AUTHORIZING AN AGREEMENT WITH THE WAPPINGER CENTRAL SCHOOL DISTRICT WITH RESPECT TO THE SCHOOL RESOURCE OFFICERS)

WHEREAS, over the years the Town has been assigning its police officers to perform the duties of a School Resource Officer at John Jay High School in the Town and Van Wyck Junior High School; and

WHEREAS, there are now two School Resource Officers now and also a July Program only at Van Wyck Junior High School; and

WHEREAS, discussions were held with the Superintendent of Schools and it was determined that it would be appropriate for the School District to partially reimburse the Town for some of the costs incurred for placing two School Resource Officers in the Wappinger Central School District; and

WHEREAS, the School Superintendent has agreed;

NOW THEREFORE BE IT RESOLVED, that the Supervisor be and hereby is authorized to execute an agreement with the Wappinger Central School District to provide School Resource Officers for September 1, 2023 through June 20, 2024 school year and July 3, 2023 to August 10, 2023; and

BE IT FURTHER RESOLVED, the Wappinger Central School District shall pay to the Town the sum of \$137,300.00 to defray some of the cost of said Officers' assignment to the school; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to take all other steps necessary to effectuate the intent of this understanding.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this day of 2023 between the TOWN OF EAST FISHKILL a municipal corporation of the State of New York, with offices at 330 NY-376, Hopewell Junction, NY 12533, hereinafter referred to as "Town," and the WAPPINGERS CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 25 Corporate Park Drive, Hopewell Junction, New York 12533, hereinafter referred to as "School District."

WITNESS ETH:

WHEREAS, the Town presently maintains the police department with full and parttime police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 1 19-0 of the General Municipal Law, to provide for two School Resource Officers (hereinafter referred to as "SRO" or "SROs") who shall be police officers of the Town, assigned to the School District, pursuant to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to fund a program involving two SROs who are members of the Town of East Fishkill Police Department. The SROs may be assigned to any location within the District and within the Town of East Fishkill including buildings and athletic fields.
2. The salary and benefits of the SROs, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the SROs shall remain an employee of the Town of East Fishkill Police Department, and shall not be an employee of the School District. The School District and the Town of East Fishkill acknowledge that the SROs shall remain responsive to the chain of command of the Town of East Fishkill Police Department. As the employer, the Town will: (i) maintain all necessary personnel and payroll records for the SROs; (ii) calculate his/her wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate

government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs; (v) provide Workers' Compensation and insurance coverage in the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.

3. In connection with the performance of this Agreement, the Town and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
4. The Town will assure that it will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and New York Education Law 2-d, to the same extent that it must be complied with by the School District. The Town shall execute and affix to this Agreement as an addendum the Parents' Bill of Rights for Data Privacy and Security and its Appendix, as applied to student data. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
5. The Town agrees to defend and indemnify the School District against any claims arising out of the discharge of an SROs' duties and responsibilities pursuant to this Agreement, except when such claims arise solely out of the conduct of the District.
6. The School District will make payments to the Town as follows:
 - (a) For the period September 1, 2023 through June 30, 2024, the Town shall be paid \$126,850.
 - (b) The Town will receive the payments set forth in (a) above in installments. The installments shall be _____ made by the School District within fifteen (15) days from the receipt of an invoice from the Town;
 - (c) All costs related to the training of the SRO, including training, travel, food and lodging expenses, shall be reimbursed by the School District to the Town of East Fishkill in accordance with the School District's reimbursement policy; and

- (d) The payment of overtime and costs related to the SRO's performance of duties falling outside the scope of those defined in paragraph 9 below shall not be governed by this Agreement.

7. The SROs will work at least an eight hour shift a day, begin work at approximately 7:15am, and shall work for 180 days at the school district, including all days when students are in attendance.

- 8. The parties shall mutually agree upon the individuals assigned as SRO.
- 9. An SRO's responsibilities shall include: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near District property and at school-related events; (c) coordinating safety drills; (d) presenting law-related material at district-wide conferences/superintendent days; (e) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (f) attending parent and faculty meetings to promote awareness of law enforcement functions and the SRO program; (g) attending school functions. The SRO shall not act as a school disciplinarian. School discipline will be the prerogative of the school administration and the SRO's involvement will be solely with regard to safety issues as determined by the school administration. The District will attempt to notify the SRO of any criminal activities on or adjacent to District property.
- 10. The SROs shall not take contractual leave time during the instructional year without prior written approval from the Superintendent of Schools. In the event that the SROs are absent during the instructional year, the Town will use its best efforts to provide the District with coverage equivalent to that which was previously being provided to it.
- 11. The School District shall provide the full-time SROs the following materials and facilities deemed necessary to the performance of the SRO's duties with the Wappingers Central School District, with the Van Wyck Junior High School and the John Jay High School to be considered the SROs' base schools and the office facilities outlined below to be provided at such school:
 - (a) Access to a private office which shall contain a telephone which may be used for general business purposes;

- (b) A location for files and records that can be properly locked and secured;
 - (c) A desk with drawers, a chair, work table, filing cabinet and office supplies; and
 - (d) Access to a computer.
12. The School District, the Town, the Chief of Police and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, the Supervisor, and the Chief of Police, or their designees.
 13. This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School District and Town Supervisor is obtained.
 14. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.
 15. Either party, upon sixty (60) day notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town will only be entitled to the payment for services already rendered under this Agreement prior to the effective date of termination.
 16. This Agreement is effective for the period September 1 , 2023 to June 30, 2024.
 17. This Agreement shall not become effective until approved by a majority vote by the Town Board of the Town of East Fishkill and a majority vote of the School Board for the Wappingers Central School District.

Dated: WAPPINGERS CENTRAL SCHOOL DISTRICT

BY

Dwight Bonk, Superintendent of Schools

Dated:

TOWN OF EAST FISHKILL

BY: _____

ADDENDUM TO INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF EAST
FISHKILL AND WAPPINGERS CENTRAL SCHOOL DISTRICT

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY*

The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at:

http://www.p12.nysed.gov/irs/sirs/documentation/NYSED_studentData.xlsx

or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;

- To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.

*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Wappingers Central School District reserves the right to revise this document accordingly.

APPENDIX TO PARENTS' BILL OF RIGHTS

1. Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Agreement will be limited to that necessary for the Town/School Resource Officer ("Provider") to perform the services referenced in the Agreement. Such services include, but are not limited to, the necessary review of student educational records.

2. Protective Measures Regarding Third Parties. Provider will ensure that any subcontractor or other person or entity with whom Provider shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.

3. Storage of Data. Provider will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

4. Expiration of Agreement. This Agreement expires June 30, 2022, subject to the renewal period set forth in paragraph "16," unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, Provider will ensure that all student data is returned to the District. Provider will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Provider's email accounts.

5. Parental Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Provider, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the student records, in accordance with the District's Student Records Policy.

Provider acknowledges that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.

TOWN OF EAST FISHKILL

By: _____ Dated: _____

WAPPINGERS CENTRAL SCHOOL DISTRICT

By: _____ Dated: _____

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into this day of 2023 between the TOWN OF EAST FISHKILL a municipal corporation of the State of New York, with offices at 330 NY-376, Hopewell Junction, NY 12533, hereinafter referred to as "Town," and the WAPPINGERS CENTRAL SCHOOL DISTRICT, a public school district under the laws of the State of New York, with offices at 25 Corporate Park Drive, Hopewell Junction, New York 12533, hereinafter referred to as "School District."

WITNESS ETH:

WHEREAS, the Town presently maintains the police department with full and parttime police officers; and

WHEREAS, the School District is a school district under the laws of the State of New York; and

WHEREAS, the Town and the School District wish to enter into an Inter-Municipal Agreement, pursuant to the provisions of Section 119-0 of the General Municipal Law, to provide for two School Resource Officers (hereinafter referred to as "SRO" or "SROs") who shall be police officers of the Town, assigned to the School District, pursuant to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Town and School District as follows:

1. The Town and School District agree to fund a program involving one SRO who is a member of the Town of East Fishkill Police Department. The SRO will be assigned to Van Wyck Jr. HS to support the District Summer School program.
2. The salary and benefits of the SROs, both statutory and by collective bargaining agreement, will be paid by the Town. At all times during the term of this agreement, the SROs shall remain an employee of the Town of East Fishkill Police Department, and shall not be an employee of the School District. The School District and the Town of East Fishkill acknowledge that the SROs shall remain responsive to the chain of command of the Town of East Fishkill Police Department. As the employer, the Town will: (i) maintain all necessary personnel and payroll records for the SROs; (ii) calculate his/her wages and withhold taxes and other government mandated charges, if any, (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to the SROs; (v) provide Workers' Compensation and insurance coverage in

the amount as required by law; and (vi) provide disability insurance and unemployment insurance to the extent required by law.

3. In connection with the performance of this Agreement, the Town and School District will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, the Fair Labor Standards Act, as well as the Education and Labor Law of the State of New York.
4. The Town will assure that it will abide by federal and state confidentiality statutes, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and New York Education Law 2-d, to the same extent that it must be complied with by the School District. The Town shall execute and affix to this Agreement as an addendum the Parents' Bill of Rights for Data Privacy and Security and its Appendix, as applied to student data. The obligation to preserve the confidentiality of student information shall survive the termination of this Agreement.
5. The Town agrees to defend and indemnify the School District against any claims arising out of the discharge of an SRO's duties and responsibilities pursuant to this Agreement, except when such claims arise solely out of the conduct of the District.
6. The School District will make payments to the Town as follows:
 - (a) For the period July 3, 2023 through August 10, 2023, Monday — Thursday (except July 4th) between the hours of 7:30am — 12:30pm, the Town shall be paid \$10,450.
 - (b) The Town will receive the payments set forth in (a) above in _____ installments. The installments shall be made by the School District within fifteen (15) days from the receipt of an invoice from the Town;
 - (c) All costs related to the training of the SRO, including training, travel, food and lodging expenses, shall be reimbursed by the School District to the Town of East Fishkill in accordance with the School District's reimbursement policy; and
 - (d) The payment of overtime and costs related to the SRO's performance of duties falling outside the scope of those defined in paragraph 9 below shall not be governed by this Agreement.

- 7 The parties shall mutually agree upon the individuals assigned as SRO.
8. An SRO's responsibilities shall include: (a) investigating criminal activities and enforcing criminal laws and ordinances on or adjacent to District property; (b) advising school administrators, school safety committees and building response teams in an effort to enhance safety on or near District property and at school-related events; (c) coordinating safety drills; (d) presenting law-related material at district-wide conferences/superintendent days; (e) providing support to school administrators in an effort to counsel students suspected of criminal conduct; (f) attending parent and faculty meetings to promote awareness of law enforcement functions and the SRO program; (g) attending school functions. The SRO shall not act as a school disciplinarian. School discipline will be the prerogative of the school administration and the SRO's involvement will be solely with regard to safety issues as determined by the school administration. The District will attempt to notify the SRO of any criminal activities on or adjacent to District property.
9. The SRO shall not take contractual leave time during the instructional year without prior written approval from the Superintendent of Schools. In the event that the SROs are absent during the instructional year, the Town will use its best efforts to provide the District with coverage equivalent to that which was previously being provided to it.
11. The School District shall provide the SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Wappingers Central School District, and with the Van Wyck Junior High School:
 - (a) Access to a private office which shall contain a telephone which may be used for general business purposes;
 - (b) A location for files and records that can be properly locked and secured;
 - (c) A desk with drawers, a chair, work table, filing cabinet and office supplies; and
 - (d) Access to a computer.

12. The School District, the Town, the Chief of Police and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, the Supervisor, and the Chief of Police, or their designees.
13. This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School District and Town Supervisor is obtained.
14. Any modification of this Agreement must be in writing and executed with the same formality as the Agreement herein.
15. Either party, upon sixty (60) day notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the Town will only be entitled to the payment for services already rendered under this Agreement prior to the effective date of termination.
16. This Agreement is effective for the period July 3, 2023 to August 10, 2023.
17. This Agreement shall not become effective until approved by a majority vote by the Town Board of the Town of East Fishkill and a majority vote of the School Board for the Wappingers Central School District.

Dated: WAPPINGERS CENTRAL SCHOOL DISTRICT

Dwight Bonk, Superintendent of Schools

Dated:

TOWN OF EAST FISHKILL

BY :

BY: _____

ADDENDUM TO INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF EAST
FISHKILL AND WAPPINGERS CENTRAL SCHOOL DISTRICT

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The privacy and security of personally identifiable student data is of paramount importance. A student's personally identifiable information cannot be sold or released for any commercial purposes. State and federal laws protect the confidentiality of students' personally identifiable information, and safeguards associated with industry standards and best practices, such as encryption, firewalls, and password protection, must be in place when such data is stored or transferred.

Consistent with the adoption by the New York State Legislature of the Common Core Implementation Reform Act of 2014, all parents have the following rights:

- To inspect and review the complete contents of their child's education record, as defined in the District's Student Records policy;
- To access a complete list of all student data elements collected by the State, which is available for public review at:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234;

- e To have complaints about possible breaches of student data heard and determined. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, or by email to the Chief Privacy Officer at CPO@mail.nysed.gov.

*In the event the Commissioner of Education issues an enhanced Bill of Rights and/or promulgates regulations setting forth additional elements to be included in the Parents' Bill of Rights, the Wappingers Central School District reserves the right to revise this document accordingly.

APPENDIX TO PARENTS' BILL OF RIGHTS

1. Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Agreement will be limited to that necessary for the Town/School Resource Officer ("Provider") to perform the services referenced in the Agreement. Such services include, but are not limited to, the necessary review of student educational records.
2. Protective Measures Regarding Third Parties. Provider will ensure that any subcontractor or other person or entity with whom Provider shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.
3. Storage of Data. Provider will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).
4. Expiration of Agreement. This Agreement expires June 30, 2022, subject to the renewal period set forth in paragraph "16," unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, Provider will ensure that all student data is returned to the District. Provider will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Provider's email accounts.
5. Parental Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Provider, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the student records, in accordance with the District's Student Records Policy.

Provider acknowledges that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.

TOWN OF EAST FISHKILL

By: Dated:

WAPPINGERS CENTRAL SCHOOL DISTRICT

By:Dated:

RESOLUTION-xxx/2023

(APPOINT SEASONAL LABORER IN HIGHWAY)

WHEREAS, the Town has interviewed DeShawn Primarolo-Ratliff; and

WHEREAS, Foreman Butch Kidney is requesting the hiring of DeShawn Primarolo -Ratliff as a Seasonal Laborer for the Highway Department, effective June 25, 2023; and

NOW, THEREFORE, BE IT RESOLVED , that the Town Board does hereby authorize the hiring of DeShawn Primarolo -Ratliff, subject to receipt of a pre -employment drug screening and background check; and

BE IT FURTHER RESOLVE D, that DeShawn Primarolo -Ratliff will be paid an hourly rate of \$17.00; and

BE IT FURTHER RESOLVED , upon completion of his seasonal tasks, he shall be removed from the payroll.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



Town of East Fishkill

Dutchess County, New York

330 Route 376, Hopewell Junction, New York 12533

To: East Fishkill Town Board

From: Butch Kidney, Foreman

Date: June 6, 2023

I, Butch Kidney, respectfully request that the East Fishkill Town Board authorize the hiring of DeShawn Primarolo-Ratliff as a Seasonal Laborer, effective June 25, 2023.

Thank you.

Butch Kidney

Highway Foreman

RESOLUTION-xxx/2023

(ACKNOWLEDGE HIRING FOR HIGHWAY DEPARTMENT)

WHEREAS, the Highway Superintendent has interviewed and hired Patrick O'Shea as a Full-time Laborer for the Highway Department; and

WHEREAS, the Highway Superintendent has submitted a memo to the Town Board; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby acknowledge the hiring of Patrick O'Shea as a Full-time Laborer in the Highway Department, effective June 25, 2023. Mark will be paid in accordance with the CSEA contract.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**



Town of East Fishkill - Highway Department
2484 Route 52
Hopewell Junction, New York 12533
Phone: 845-221-2681 Fax: 8454-226-6229

Kenneth Williams
Highway Superintendent

TO: East Fishkill Town Board
FROM: Kenneth Williams, Highway Superintendent
DATE: June 13, 2023

After recently posting a vacancy for a Laborers position in the Highway Department and having conducted interviews of all applicants, I, Kenneth Williams, respectfully request that the East Fishkill Town Board recognize the hiring of Patrick O'Shea for the laborer position, effective June 26, 2023.

Thank you.

Kenneth Williams
East Fishkill Highway Superintendent
KW/jl

RESOLUTION-xxx/2023

(APPOINT AFTER CAMP DIRECTOR FOR RECREATION)

WHEREAS, the Recreation Director has interviewed Jacob Rynn; and

WHEREAS, the Recreation Director is requesting the hiring of Jacob Rynn as After Camp Director for East Fishkill Summer Camp; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby authorize the hiring of Jacob Rynn; and

BE IT FURTHER RESOLVED, that Jacob Rynn will be paid an hourly rate of \$18.00.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

RESOLUTION-xxx/2023

(AUTHORIZING USE OF RED WING PARK)

WHEREAS, Zdenek Ulman D/B/A Marine Diving Service has made their request to utilize Red Wing Park as per the attached agreement; and

WHEREAS, the Town Supervisor has reviewed the request and has recommended to the Town Board to approve the said usage of Red Wing Park; and

WHEREAS, it is the desire of the Town Board to allow Marine Diving Service to utilize Red Wing Park for such activity for the 2023 Summer season dates and times to be approved by the Town Supervisor; and

NOW, THEREFORE, BE IT RESOLVED, that permission is hereby granted to Zdenek Ulman D/B/A Marine Diving Service to utilize the Red Wing Park as specified in the License Agreement; and

BE IT FURTHER RESOLVED, that said party will follow Town & Park policies and the program will not interfere with Town Programs.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**

DRAFT – R17

RESOLUTION – XXX/2023

(AUTHORIZE REVISED POLICE CHIEF EMPLOYMENT AGREEMENT)

THIS RESOLUTION WAS NOT AVAILABLE AS OF THIS POSTING

DRAFT

RESOLUTION

**(SCHEDULE A PUBLIC HEARING FOR JULY 27, 2023 TO CONSIDER AMENDING
THE ZONING CODE TO CORRECT ZONING INCONSISTENCIES)**

WHEREAS, the Town Board adopted omnibus zoning changes in 2022; and

WHEREAS, as part of these changes, the Town Board amended regulations related to accessory apartments; and

WHEREAS, there are current inconsistencies in the Town Code which do not reflect the intent of the Town Board when it passed the prior omnibus zoning local law;

NOW, THEREFORE, BE IT RESOLVED that the Town Board schedules a Public Hearing to correct zoning inconsistencies pertaining to accessory apartments for July 27, 2023 at 6:00 PM at Town Hall located at 330 Route 376, Hopewell Junction, New York 12533.

**BY ORDER OF THE TOWN BOARD
PETER J. CASSIDY, TOWN CLERK**

**DATED: JUNE 22, 2023
EAST FISHKILL, NY**