



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

**TOWN OF EAST FISHKILL  
TOWN BOARD MEETING  
MAY 23, 2024 @ 6:00 PM  
AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Supervisor's Announcements**

**Roll Call**

**Public Hearings**

**Approve Minutes**

April 25, 2024

**Announcement of Additions to the Agenda**

**Courtesy of the Floor**

**Receive and File**

Acknowledge May as ALS Awareness Month

**Resolutions:**

- (1) Appoint Lieutenant Promotion in the Police Department
- (2) Appoint Sergeant Promotion in the Police Department
- (3) Designate a Lead Police Assistant Per CSEA Contract
- (4) Appoint Full-Time Dispatcher to Fill Vacancy
- (5) Appoint Part-Time Dispatchers Police Department
- (6) Authorize Hiring Interns for Various Departments
- (7) Authorize Town Supervisor to Sign Ageement for Use of Red Wing Facility Bear Mountain Newfoundland Club
- (8) Declare Property Surplus and Authorize the Auction of Same

- (9) Appoint Recreation Director as Per Civil Service
- (10) Authorize Hiring of Seasonal Employees for Camp
- (11) Approve Honorary Naming of a Road as Arcadia Farms Boulevard
- (12) Authorize the Signing of an Intermunicipal Agreement with WCSD with Respect to SRO's
- (13) Establish Capital Reserve Fund for Woodmont FEMA Project
- (14) Declare Lead Agency for Veterans Memorial Park
- (15) Acknowledge Hiring Seasonal Laborer for Highway Department
- (16) Approve "Farm View Lane" as Road Name
- (17) Authorize Change of September Workshop Meeting Date
- (18) Set Building Permit Fees for Outdoor Dining
- (19) Authorize NEPA Review for Pinewood and Route 52
- (20) Authorize Highway Superintendent and Deputy Highway Superintendent to Attend Conference
- (21) Authorize the Installation of a Shed at the Recreation Facility

**Additions to the Agenda by Majority Vote (If any)**

**Budget Transfers** - Yes

**Board Member Comments**

**Adjournment**

**Next Town Board Meetings:      Workshop/Voting Meeting:    June 27, 2024**

TOWN BOARD MEETING  
May 23, 2024

**RESOLUTION**

**(Appoint Lieutenant Promotion in the Police Department)**

**Resolution not available at time of posting**

**DRAFT**

TOWN BOARD MEETING  
May 23, 2024

**RESOLUTION**

**(Appoint Sergeant Promotion in the Police Department)**

**Resolution not available at time of posting**

DRAFT

**RESOLUTION – xxx/2024**  
**(APPOINTING A LEAD POLICE ASSISTANT)**

**WHEREAS**, a Lead Police Assistant position has been created in the Police Department; and

**WHEREAS**, said position will take on more duties and responsibilities as assigned by the Town Police Chief; and

**WHEREAS**, the Town Police Chief has recommended an employee to fill the position; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby appoints Jaime Marzotto to Lead Police Assistant; and

**BE IT FURTHER RESOLVED**, such person will be paid pursuant to the CSEA Collective Bargaining Agreement effective May 27, 2024.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**

**RESOLUTION-xxx/2024**

**(APPOINTING POLICE DISPATCHER (HELP))**

**WHEREAS**, the Town of East Fishkill Police Department is requesting the Town Board authorize the appointment of Angelina Santiago as full-time Police Dispatcher (HELP); and

**WHEREAS**, Angelina Santiago currently holds the position of part-time Police Dispatcher (HELP); and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board does hereby appoint Angelina Santiago as full-time Police Dispatcher (HELP) at Step 2, to be paid in accordance with the CSEA Union Contract; and

**BE IT FURTHER RESOLVED**, that this appointment shall be made effective May 26, 2024.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**

**RESOLUTION-xxx/2024**  
**(APPOINTING A PART-TIME POLICE DISPATCHERS)**

**WHEREAS**, there is need for two part-time Police Dispatchers in the Police Department; and

**WHEREAS**, Police Chief Cuccia has recommended that Ryan Fells and Madison Divitto be employed part-time as Police Dispatchers; and

**NOW, THEREFORE, BE IT RESOLVED**, that Ryan Fells and Madison Divitto are appointed as a part-time Police Dispatchers at the rate of \$20.24 per hour, effective May 24, 2023.

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

**DATED: MAY 23, 2024**  
**EAST FISHKILL, NY**

**RESOLUTION**

**(AUTHORIZING THE HIRING OF INTERNS FOR VARIOUS DEPARTMENTS)**

**WHEREAS**, the Town Board has previously authorized Interns to assist in clerical functions for Town Departments; and

**WHEREAS**, the Town, at the discretion of the Town Supervisor, may hire Student Workers (Interns) for the 2024 summer season; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby acknowledges the hiring of Matthew Mahoney, Salena Gafur, Alexandra Webb, Danielle Angyal, Sophia Prianti, Jayden Reynolds, Daniel Alba, Andres Melendez, Joshua McClean, Sarah Azeez, Andrew O'Bryan; and

**BE IT RESOLVED**, that the interns are hereby appointed as Student Workers in the Town, first year interns will be paid an hourly rate of \$15.00 and returning interns will be paid an hourly rate of \$16.00; and

**BE IT FURTHER RESOLVED**, that said Interns shall work at the pleasure of the Town Supervisor in accordance with all the previously established rules and regulations and will be removed from the payroll upon completion of their tasks.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**



**RESOLUTION-2024**

**(AUTHORIZING USE OF RED WING PARK)**

**WHEREAS**, Bear Mountain Newfoundland Club has made their request to utilize Red Wing Park; and

**WHEREAS**, it is the desire of the Town Board to allow Bear Mountain Newfoundland Club to utilize Red Wing Park for such activity for September 2024 dates and times to be approved by the Town Supervisor; and

**NOW, THEREFORE, BE IT RESOLVED**, that permission is hereby granted to Bear Mountain Newfoundland Club to utilize Red Wing Park; and

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

**BE IT FURTHER RESOLVED**, that the Supervisor be and hereby is authorized to execute and sign an agreement with the Bear Mountain Newfoundland Club to use the Red Wing facility.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**

**RESOLUTION**

**(DECLARING CERTAIN PROPERTY TO BE SURPLUS)**

**WHEREAS**, the Town has certain property that is requested to be declared surplus; and

**WHEREAS**, the Town Board has reviewed said list and concurs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the property listed hereto are hereby declared surplus and are to be disposed of by participating in an auction process held by Absolute Auctions & Realty without cost to the Town; and

**BE IT FURTHER RESOLVED**, that the sale of the listed items shall be further approved by this Board.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**

**DRAFT**

**Surplus list to go out for auction:**

2004 FORD Expedition 1FMPU16LX4LB84342 Auction

HP E24i G4 24in Monitor (Damaged)

(5) File Cabinets Auction

**RESOLUTION-xxx/2024**

**(APPOINTING RECREATION DIRECTOR)**

**WHEREAS**, Christine Selback was previously appointed provisional Recreation Director; and

**WHEREAS**, the Dutchess County Civil Service has since administered the Recreation Director test; and

**WHEREAS**, the Town requested and reviewed the Dutchess County Civil Service list; and

**WHEREAS**, the Town has verified that Christine Selback is reachable on the Recreation Director Civil Service list; and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board appoints Christine Selback as the full-time East Fishkill Recreation Director, effective May 24, 2024; and

**BE IT FURTHER RESOLVED**, the salary will be set at \$68,291.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**

**RESOLUTION -xxx/2024**

**(AUTHORIZING HIRING OF SEASONAL EMPLOYEES FOR SUMMER CAMP)**

**WHEREAS**, the Town of East Fishkill conducts extensive summertime programs for the Town; and

**WHEREAS**, it is the desire of the Town Board to authorize the hiring of temporary workers for the summer season to assist in various programs; and

**WHEREAS**, the Director of Recreation has submitted to the Town Board the names of the temporary summer employees for the Recreation Camp to be paid the hourly rate as per the attached table; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Comptroller is hereby authorized to place temporary summer employees on the Town payroll as approved by the Town Supervisor for the Recreation Camp that are required to meet the needs necessary to run the summer programs not to exceed the budgeted amount; and

**BE IT FURTHER RESOLVED**, that the Director of Recreation is hereby authorized to hire additional temporary employees, beyond the initial list that is provided, as needed throughout the season; and

**BE IT FURTHER RESOLVED**, that these temporary summer employees shall be hired subject to receipt of a background check and their start date will be set by the supervisor.

**BE IT FURTHER RESOLVED**, that said employment shall only be during the summertime employment for the amounts listed in the letter and that upon completion of their task, they shall be removed from the payroll, unless further ordered by the Town Board.

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

**DATED: MAY 23, 2024**

**EAST FISHKILL, NY**



***Town of East Fishkill***  
***Recreation Department***  
*4 Anne Avenue*  
*Hopewell Jct, NY 12533*  
*845-226-8395*



May 3, 2024

Dear Supervisor D'Alessandro and the East Fishkill Town Board,

In preparation for the upcoming summer season, we are requesting the hiring of our summer camp staff.

Attached please find the list for your approval.

Thank you for your time and consideration.

Best Regards,

*Christine*

Christine Selback  
Recreation Director

*EAST FISHKILL RECREATION*  
*4 Anne Avenue*  
*Hopewell Junction, NY 12533*

## Summer Camp Counselors 2024

Last Name	First Name	Year	Pay
Black	Leo	4	\$ 15.85
Bryant	Grant	4	\$ 15.85
Buragas	Ashley	1	\$ 15.00
Cohowicz	Jack	3	\$ 15.60
Cohowicz	Cameron	2	\$ 15.35
D'Alessandro	Nick	4	\$ 15.85
D'Alessandro	Olivia	4	\$ 15.85
DellaCarpini	Giancarlo	4	\$ 15.85
Dixon	Jordan	4	\$ 15.85
Faccilonga	Shannon	1	\$ 15.00
Finn	Connor	4	\$ 15.85
Fitzgerald	Ryan	2	\$ 15.35
Gillespie	Michael	5	\$ 16.10
Gleeson	Katherine	1	\$ 15.00
Golden	Robert	4	\$ 15.85
Greer	Hannah	1	\$ 15.00
Grippio	Devin	5	\$ 16.10
Grippio	Michael	1	\$ 15.00
Heraty	Ryan	1	\$ 15.00
Horos	Kari	3	\$ 15.60
Horos	Kalieggh	2	\$ 15.35
Keenan	Kelly	7	\$ 16.10
Krajeski	Madison	1	\$ 15.00
Krauza	Matt	4	\$ 15.85
Krauza	Andrew	2	\$ 15.35
Kroohs	Caitlin	2	\$ 15.35
Kroohs	Kiley	1	\$ 15.00
Quick	Grace	4	\$ 15.85
Perez	Ensley	1	\$ 15.00
Ryan	Liam	1	\$ 15.00
Rynn	Hayley	2	\$ 15.35
Sauer	Jack	2	\$ 15.35
Selback	Frankie	4	\$ 15.85
Syslo	Aubrie	1	\$ 15.00
Williams	Rowan	4	\$ 15.85
Zarella	Matthew	4	\$ 15.85
Zarro	Gabby	3	\$ 15.60
Zeolla	Matt	3	\$ 15.60

**RESOLUTION-xxx/2024**

**(CLARIFYING RESOLUTION 33/2024)**

**WHEREAS**, on February 8, 2024 by Resolution 33/2024 this Board accepted South Drive as a Town Road; and

**WHEREAS**, some confusion resulted from the language in said resolution as to the name designation; and

**WHEREAS**, it is the intent of the Board to clarify the same; and

**NOW, THEREFORE, BE IT RESOLVED**, that South Drive will continue to be South Drive as a public road; and

**BE IT FURTHER RESOLVED**, that the historical road designation as “Arcadia Farms Boulevard” will be added to the signage recommended by the Historical Society, since the original site was Arcadia Farm.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**



**RESOLUTION-2024**  
**(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 police officers to perform the duties of a School Resource Officer at John Jay High School and Van Wyck Junior High School in the Town; and

**WHEREAS**, it is readily acknowledged that the Wappinger Central School District does not include all of the properties within the Town and that many of the Town residents are served by the Arlington and Carmel School Districts; and

**WHEREAS**, discussions were held with the Superintendent of schools and it was determined that it would be appropriate for the School District to reimburse the Town for the costs incurred for placing a School Resource Officer in John Jay High School and Van Wyck Junior High School; 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 the 2024/2025 school year; and

**BE IT FURTHER RESOLVED**, the Wappinger Central School District shall pay to the Town the sum of \$272,728.00 to defray some of the cost of said officers assignment to the schools; 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: MAY 23, 2024**  
**EAST FISHKILL, NY**

## **INTER-MUNICIPAL AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 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."

### **WITNESSETH:**

WHEREAS, the Town presently maintains the police department with full and part-time 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-o 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, 2024 through June 30, 2025, the Town shall be paid \$136,364 per SRO for a total of \$272,728.
  - (b) The Town will receive the payments set forth in (a) above in two (2) installments. The two (2) 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: \_\_\_\_\_  
Nicholas D'Alessandro, Town Supervisor

**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/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;

- 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](mailto: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/2024**

**(ESTABLISH FUNDING FOR ENGINEERING ASSESSMENT  
OF THE WOODMONT CULVERT PROJECT)**

**WHEREAS**, the Town is coordinating with FEMA the repair and/or replacement of the Woodmont Culvert, damaged during the July 2023 storm event; and

**WHEREAS**, the maximum project funding is roughly \$840,711.50 where FEMA provides 75% of the project costs and the Town will be responsible for 25% of the project costs; and

**WHEREAS**, the project goal is to replace in kind or repair the culvert which is classified as a SEQR Type II Action of the 6 NYCRR Part 617 codes and regulations; and

**WHEREAS**, the Town needs to evaluate various engineering solutions, prior to advancing a full engineering design and permitting; and

**WHEREAS**, the Engineering Department will need to assess the engineering alternatives and prepare cost estimates prior to identifying a preferred solution. As such, assistance from Consulting Engineers may be warranted; and

**WHEREAS**, professional services, if needed, will require funding in an amount not to exceed \$50,000. These funds qualify for 75% reimbursement from FEMA; and

**NOW THEREFORE, IT IS RESOLVED**, that the Town Board authorizes the establishment of a preliminary capital budget of \$50,000 to be used to further evaluation of the Woodmont Culvert Project and will received a 75% reimbursement from FEMA; and.

**BE IT IS FURHER RESOLVED**, that the Town Board hereby declares and authorizes Nicholas D'Alessandro, Town Supervisor, be provided the authority to authorize a contract with a Professional Consultant in an amount not to exceed \$50,000.00.

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

**DATED: May 23<sup>rd</sup>, 2024  
EAST FISHKILL, NY**



TOWN BOARD MEETING  
May 23, 2024

**RESOLUTION**

**(Declare Lead Agency for Veterans Memorial Park)**

**Resolution not available at time of posting**

**DRAFT**

**RESOLUTION-xxx/2024**

**(APPOINT SEASONAL LABORER)**

**WHEREAS**, the Town has interviewed Darrin Richards; and

**WHEREAS**, the Town has hired Darrin Richards as a Seasonal Laborer; 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 Darrin Richards as a Seasonal Laborer in Highway; and

**BE IT FURTHER RESOLVED**, that Darrin Richards will be paid at an hourly rate of \$17.00 effective May 13, 2024; and

**BE IT FURTHER RESOLVED**, that upon completion of seasonal tasks, Darrin Richards shall be removed from the payroll.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**



**EAST FISHKILL HIGHWAY DEPARTMENT**  
**2484 ROUTE 52**  
**HOPEWELL JUNCTION, NEW YORK 12533**  
**PHONE: 845-221-2681      FAX: 845-226-6229**



**TO:** East Fishkill Town Board  
**FROM:** Kenneth Williams, Highway Superintendent  
**DATE:** May 7, 2024

I, Kenneth Williams, would like the East Fishkill Town Board to recognize the hiring of Darrin Richards as seasonal laborer for the Highway Department, Parks and Recreation effective May 13, 2024.

Thank you.

**Kenneth Williams**  
**East Fishkill Highway Superintendent**

**RESOLUTION**  
**(ACCEPTING FARM VIEW SUBDIVISION ROAD NAME)**

**WHEREAS**, the Planning Board previously had approved the Farm View Subdivision within the Town; and

**WHEREAS**, the contractor has made a request to name the road Farm View Lane; and

**WHEREAS**, Dutchess County 911 has approved the name; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board approves the name Farm View Lane in the Farm View Subdivision; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Town Clerk will notify Dutchess County 911 of approval for the naming of the road.

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

**DATED: MAY 23, 2024**  
**EAST FISHKILL, NY**

**RESOLUTION-2024**

**(AUTHORIZE CHANGE OF SEPTEMBER TOWN BOARD MEETING)**

**WHEREAS**, due to conflicting schedules the Supervisor is requesting to change the September 12 Workshop meeting at 6:00pm to September 5 at 6:00pm; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board shall set September 5, 2024 at 6:00PM as its regularly scheduled Workshop meeting; and

**BE IT FURTHER RESOLVED**, that the Town Clerk shall duly advertise said meeting date change.

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

**DATED: May 23, 2024  
EAST FISHKILL, NY**

TOWN BOARD MEETING  
May 23, 2024

**RESOLUTION**

**(Set Building Permit Fees for Outdoor Dining)**

**Resolution not available at time of posting**

DRAFT

TOWN BOARD MEETING  
May 23, 2024

**RESOLUTION**

**(Authorize NEPA Review of Pinewood and Route 52)**

**Resolution not available at time of posting**

DRAFT

**RESOLUTION xxx/2024**

**(AUTHORIZING TOWN OFFICIALS TO ATTEND THE ASSOCIATION OF HIGHWAY)**

**WHEREAS**, the Highway Superintendent is requesting to go to the Association of Highways in Orange County along with his Deputy Highway Superintendent. The training will be held at Cornell University in Ithaca, New York from June 2, 2024 to June 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board does hereby authorize the Highway Superintendent and the Deputy Highway Superintendent to attend the Association of Highway held at Cornell University in Ithaca, New York on June 2, 2024 to June 5, 2024; and

**BE IT FURTHER RESOLVED**, that all reasonable and necessary expenses incurred may be approved by the Supervisor for reimbursement by the Town.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**



**RESOLUTION-xxx/2024**

**(AUTHORIZING THE INSTALLATION OF A SHED AT THE RECREATION FACILITY)**

**WHEREAS**, the East Fishkill Baseball League have approached the Town with a plan to erect a shed at Leetown Field; and

**WHEREAS**, said building will be purchased by the league. This will be no cost to the town; and

**WHEREAS**, the structure will be given to the Town for recreation usage;

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby approves the installation of said structure at Leetown Field. The Highway Department will oversee the project for proper installation and location; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized to execute an agreement for the town's ownership of such property.

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

**DATED: MAY 23, 2024  
EAST FISHKILL, NY**