

**BEEKMAN TOWN BOARD
TOWN BOARD MEETING AGENDA
AUGUST 09, 2022**

7:00 PM

- Meeting called to order
- Pledge of Allegiance led by Beekman Rec Day Campers
- Administrative Announcement--Fire Exits

PUBLIC HEARING: Short Term Rentals – 3 Minute Limit

PRESENTATION -Dani Plastini – Town of Beekman Recreation Director

TOWN BOARD MEETING

- Supervisor Comments
- Public Comment on Agenda Items and Resolutions - 3 Minute Limit

RESOLUTIONS

1. Approval of July 12, 2022 Minutes
2. Approval of July 26, 2022 Minutes
3. Approve Town of Beekman Budget Revision 2022-#07
4. Approve Payment of Claims Without Town Board Approval
5. Approve Change Order #001 Gardner Hollow Bridge Project
6. Approve Pay App #4 for Barone LLC
7. Approve Pay App #1 for Sport-Tech Construction Corp
8. Introduce Local Law No.1 of 2022 Concerning Fees
9. Accept Proposal from Advance Testing
10. Approve Senior Picnic
11. Approve Rentals for Fall Festival
12. Accepting the Proposal for 2022, 2023 and 2024 Audit
13. Update of the Sexual Harassment Policy
14. Amend the Employee Practices Compliance Manual
15. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments - 3 Minute Limit
- **Next Regular Town Board Meeting: Tuesday, September 13, 2022 at 7:00 PM**

***AGENDA SUBJECT TO CHANGE**

RESOLUTIONS MAY NOT HAVE BEEN AVAILABLE AT TIME OF PUBLICATION

RESOLUTION NO. 08:09:22-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Lauren Abbatantuono has provided copies of the minutes of the July 12, 2022 Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the July 12, 2022 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-2
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the July 26, 2022 Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the July 26, 2022 Town Board Meeting.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: August 09, 2022

RESOLUTION 08:09:22-3

RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2022-07

WHEREAS, the Town of Beekman’s Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues

NOW, THEREFORE, BE IT RESOLVED that the following itemized revisions are approved by the Town of Beekman Town Board identified as Budget Revision Number #2022-07

Budget Revisions for July 2022 # 2022-07

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2022-07-01	A-0000-1120	Sales Tax	200,000	
	A-0000-9910	Fund Balance		200,000
		-*Remove Fund Balance Budget Source		
2022-07-02	A-0000-2001	Parks + Rec Fees		70,000
	A-0000-2015	Senior Event Fees		10,000
	A-0000-2025	Spec Rec Facility Rental Fees		20,000
	A-7115-0400	Fishkill Creek Expense		20,000
	A-7140-0116	Camp Seasonal Labor		40,000
	A-7180-0116	Lake Seasonal Labor		40,000
		-Reduce Park + Rec Budget due to Lower Revenues		
2022-07-03	A-1110-0112	Court Part Time Staff	10,000	
	A-1110-0101	Court F.T. Staff		10,000
		-Transfer for part-time Staff		
2022-07-04	A-1220-0410	Supervisor Mtg. Expense	700	
	A-1010-0413	TB Meeting Security		700
		-Transfer for Meeting Expense		
2022-07-05	A-1355-0400	Assessor Expense	35	
	A-1355-0401	Assessor Supplies		35
		-Transfer for Office Expense		
2022-07-06	A-1420-0401	Town General Counsel #2	12,000	
	A-1420-0400	Town General Counsel #1		12,000
		-Transfer for Legal Fees		

2022-07-07	A-1430-0400	Payroll Expense	2,200	
	A-1315-0490	Payroll Services		2,200
		-Transfer for Payroll Expense		
2022-07-08	A-1620-0200	TH Equipment	2,960	
	A-1620-0400	TH Expense		2,960
		-Transfer Lighting Fixtures back of Town Hall		
2022-07-09	A-3620-0402	Safety Travel Expense	2,000	
	A-3620-0409	Safety Consulting		2,000
		-Transfer for Mileage Expense		
2022-07-10	A-7020-0112	Rec Office P.T. Staff	2,000	
	A-7020-0101	Rec Office Staff		2,000
		-Transfer for Part Time Staff		
2022-07-11	A-7110-0103	Park Maintenance O.T.	1,000	
	A-7110-0200	Park Equipment		1,000
		-Transfer for Overtime		
2022-07-12	A-7110-0450	Park Equipment Maintenance	1,000	
	A-7110-0200	Park Equipment		1,000
		-Transfer for Equipment Maintenance		
2022-07-13	A-7114-0400	Beyer Park Expense	56	
	A-7114-0401	Beyer Park Supplies		56
		-Transfer for Expense		
2022-07-14	A-7116-0400	Other Park Improvements	34,225	
	A-0000-3089	State AID	29,225	
	A-0000-2770	Other Revenue	5,000	
		-Carry forward 911 Park Project Balance		
2022-07-15	A-7180-0401	Lake Supplies	7,000	
	A-7180-0200	Lake Equipment		7,000
		-Transfer for Supplies		
2022-07-16	A-7551-0458	Camp Fire Night Expense	1,300	
	A-7551-0400	Special Events Expense		1,300
		-Transfer for Camp Fire Night Event		

Highway Fund

2022-07-17	DA-5110-0403	General Repairs Stone	5,000	
	DA-5110-0410	General Repairs Blacktop		5,000
		-Transfer for Stone Purchase		

Districts

2022-07-18	SS-8189-0400	Sewer Repairs	2,000	
	SW-8340-0400	Water Repairs	4,000	
	SS-8189-0470	Sludge Removal		2,000
	SW-8340-0470	Special Repairs		4,000
	-Transfer for Repairs			

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-4
RE: RESOLUTION APPROVING PAYMENT OF CLAIMS WITHOUT ROUTINE TOWN BOARD CLAIMS AUDITING PROCESS

WHEREAS, Town law allows certain payments to be made without going through the routine claims auditing process including the following:

- Monthly recurring utilities Bills
- Fixed salaries of officers or employees engaged at agreed upon wages
- Principal or interest payments on outstanding debt
- Court ordered payments
- Payments for approved lawful contracts exceeding one year
- Retirement system contributions; and

WHEREAS, the governing board of a local government may approve, by resolution, other payments to be made, in advance of claims audit process, for public utility services, employee benefits, postage, freight and express charges and

WHEREAS, the Town Financial Consultant recommends that the Town approve this process to improve the efficiency of the vendor payment process;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves that public utility expenses, employee health insurance and other benefit payments, postage and freight charges and petty cash expenses can be paid in advance of routine claims audit.

Introduced: COUNCILWOMAN WOHRMAN

Seconded COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-5

RE: APPROVE CHANGE ORDER #001 FOR GARDNER HOLLOW BRIDGE PROJECT

WHEREAS, the Town Engineer has reviewed the following Change Orders submitted by OCS Industries, Inc.:

Original Approved Contract Total	July 28, 2022	\$711,491.00
Change Order # 001	July 29, 2022	\$387.61
New Contract Total		\$711,878.61

WHEREAS, the Town Engineer has recommended the Town approve change order number #001 as attached

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman approves Change Order # 001 to the Gardner Hollow Bridge Project at cost of \$387.61; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of Beekman is hereby authorized to sign any and all documents giving effect to this resolution, including but not limited to the requisite change orders.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

- Councilman Stiegler **AYE**
- Councilman Battaglini **AYE**
- Councilwoman Wohrman **AYE**
- Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-6

RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT (No 4) FOR THE TOWN HALL ACCESSIBILITY IMPROVEMENT PROJECT

WHEREAS, the Town of Beekman is a party to a contract with Barone Construction Group, Inc. (the "Contractor") for the continuation of the project known as "the Town Hall Accessibility Improvement Project"; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment (No. 4) dated July 29, 2022, requesting payment in the amount of \$337,197.50 less 10% retainage (\$33,719.75) less payments #1 & #2 & 3(\$176,298.75) for a total of \$127,179.00 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of May 1, 2022 through May 30, 2022.and

WHEREAS, The Town Engineer has reviewed the request and agrees with the quantity of work completed Application No. 3 and has recommended the Town Board make payment as requested, subject to the receipt of partial release and lien waivers from General Contractors and Subcontractors;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to Barone Construction Group, Inc., LLC as requested in Application and Certification for Payment No. 3 in the amount NOT TO EXCEED \$127,197.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-7

**RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT (No 1) FOR THE
REC 1 BALLFIELD PROJECT**

WHEREAS, the Town of Beekman is a party to a contract with Sport-Tech Construction Corp. (the "Contractor") for the "Beekman Recreation Baseball Field 1 Project"; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment (No. 1) dated August 5, 2022, requesting payment in the amount of \$32,500.00 less 5% retainage (\$1,625.00) for a total of \$30,875.00 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of June 30, 2022 through August 3, 2022.and

WHEREAS, The Town Engineer has reviewed the request and agrees with the quantity of work completed Application No. 1 and has recommended the Town Board make payment as requested;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to Sport-Tech Construction Corp. as requested in Application and Certification for Payment No. 1 in the amount NOT TO EXCEED \$30,875.00.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-8

**RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
INTRODUCING A LOCAL LAW TO AMEND THE TOWN CODE
CONCERNING ADMINISTRATIVE FEES AND PENALTIES**

WHEREAS, the Town Board of the Town of Beekman is considering the adoption of Local Law No. 1 (Proposed) of 2022 which would amend the process by which the Town Board sets administrative fees and penalties, by deleting certain provisions of the Code of the Town of Beekman concerning fees and penalties and replacing them with new sections, including the authorization of the creation of a separate Fee Schedule to be approved by the Town Board (the "Proposed Action") and which refer the reader to that Fee Schedule;

WHEREAS, for the purposes of the New York State Environmental Quality Review Act (SEQRA), the Proposed Action is as defined above; and

WHEREAS, the Town Board has determined that the Proposed Action is a Type II action pursuant to Article 8 of the Environmental Conservation Law, Part 617 NYCRR (commonly known as "SEQRA"), specifically 6 NYCRR § 617-5(c)(26) (agency administration and management), requiring no further environmental review,

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby introduces for consideration of its adoption Local Law No. 1 (Proposed) of 2022 entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF BEEKMAN CONCERNING FEES AND PENALTIES" in the form annexed hereto; and

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

BE IT FURTHER RESOLVED, that the Town Board shall hold a public hearing on said proposed Local Law at Town Hall, 4 Main Street, Beekman, New York, at 7:30 o'clock P.M., on September 13, 2022; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and directs the Town Clerk to act as follows with respect to the proposed Local Law:

- A. To post, and to publish or cause to be published a public notice in the official newspaper of the Town of Beekman of said public hearing at least ten (10) days prior thereto;
- B. To serve a copy of this Resolution, the annexed proposed Local Law, and the Public Hearing Notice to the municipal clerk of each abutting municipality not less than ten (10) days prior to said public hearing;

- C. To refer a copy of said Local Law to the Planning Board of the Town of Beekman;
and
- D. To provide a copy of this resolution, said Local Law and the Public Hearing Notice to the Dutchess County Department of Planning and Development for their advisory review and comment in accordance with Section 239 of the New York State General Municipal Law.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-9

**RESOLUTION AUTHORIZING AGREEMENT WITH ADVANCE TESTING COMPANY
FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES IN
CONNECTION WITH GARDNER HOLLOW BRIDGE REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 05:10:22-4, adopted on May 10, 2022, the Town Board authorized the replacement of the Gardner Hollow Bridge (the "Project") at a cost of \$952,443, including soft costs and contingency; and

WHEREAS, the Project requires construction materials testing and inspection services; and

WHEREAS, the Town Engineer sought proposals for said construction materials and inspection services and received two proposals; and

WHEREAS, the Town Engineer has recommended Advance Testing Company for construction materials testing and inspection services; and

WHEREAS, the Town Board desires to enter into an agreement with Advance Testing Company for construction materials testing and inspection services.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town of Beekman to enter into an agreement with Advance Testing Company; and

BE IT FURTHER RESOLVED, that the Town Board further authorizes the Supervisor to execute the Services Agreement and Fee Schedule on behalf on the Town of Beekman and to deliver a copy of same to Advance Testing Company.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22 -10
RE: APPROVE SENIOR PICNIC AND FEES

WHEREAS, The Town of Beekman has in years past held its own Senior Picnic, for the enjoyment of the many senior citizens within our town, and

WHEREAS, many senior citizen residents of the Town have expressed the hope and desire that the Town should again this year hold its own Senior Picnic; and

WHEREAS, funds were allocated in the adopted 2022 budget for this purpose and not to exceed \$2500; and

WHEREAS, to be consistent with the fee procedures for non-residents in other Town programs and events, a schedule for fees has been established;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor, in consultation with the Town's Recreation Director and Senior Coordinator, to set a date of September 22, 2022, 11:00 am -2:00 pm, and organize the Senior Picnic here in Beekman; and

BE IT FURTHER RESOLVED, that Town of Beekman senior residents shall be admitted to the Senior Picnic free of charge; and

BE IT FURTHER RESOLVED, that non-resident seniors that have already been "grandfathered" into other senior events will be charged \$5.00 to attend the Senior Picnic, and all other non-resident seniors and non-seniors will be charged \$10.00 to attend the picnic; and

BE IT FURTHER RESOLVED, that the Recreation Department is authorized to collect these fees in accordance with all Town of Beekman policies; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to engage vendors for the provision of food and entertainment, provided in all events that the amounts thus committed do not exceed the amounts budgeted therefore.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler AYE
Councilman Battaglini AYE
Councilwoman Woehrman AYE
Supervisor Covucci AYE

Dated: August 09, 2022

RESOLUTION NO. 08:09:22 -11

RE: APPROVE ENTERTAINMENT AND RENTALS FOR FALL INTO FUN COMMUNITY DAY

WHEREAS, the 2022 Budget included funding for entertainment for the annual Fall Festival scheduled for October 1, 2022;

NOW, THEREFORE, BE IT RESOLVED, that the following expenditures for the Fall Festival are hereby authorized:

Just 4 Fun for the following games with delivery and setup:

Climb the Ladder	\$405.00
Basketball Shoot	\$ 96.00
Hit the Bucket	\$ 35.00
Feed the Bear	\$ 95.00
Dog House Put N Win	\$ 35.00
Music by Noise in Basement	\$500.00
Sugar Pumpkins	\$400.00

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler

Councilman Battaglini

Councilwoman Woehrman

Supervisor Covucci

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-12
RE: APPROVE THE HIRING OF THE AUDITOR FOR AUDITING OF THE TOWN'S
FINANCIAL RECORDS FOR THE YEARS 2022 THRU 2024

WHEREAS, the services of an independent auditor is required to audit the Town of Beekman's financial records for the fiscal years ending December 31, 2022, December 31, 2023 and December 31, 2024; and

WHEREAS, one (1) proposal was submitted to the Financial Advisor Tom Carey and the Town Board for their review;

NOW, THEREFORE, BE IT RESOLVED, that EFPR Group, CPAs, 6390 Main Street, Suite 200, Williamsville, NY 14221 is hereby appointed to perform the year-end audits at a fee not to exceed \$61,875.00 for all years in accordance with EFPR Group, CPAs proposal.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO.08:09:22-13

**RE: RESOLUTION AMENDING SEXUAL HARASSMENT POLICY STATEMENT AND
PROCEDURE**

WHEREAS, pursuant to Section 296 of the New York State Executive Law the Town of Beekman must formulate a Sexual Harassment Policy and complaint form which is in compliance with the New York State Model Policy; and

WHEREAS, on July 29, 2022 New York State signed into law §.812B/A.2035B, which amended the New York State Human Rights to include a hotline and required it to be added,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman amends the Town of Beekman Policy Statement and Procedure Against Sexual Harassment and other Forms of Harassment as attached hereto and made a part hereof as the official policy of the Town; and

BE IT FURTHER RESOLVED, that the Town shall provide a copy of this policy along with the attached complaint form within five (5) days of its adoption by the Town Board; and

BE IT FURTHER RESOLVED, that the Town's Sexual Harassment Officers are designated as:

Theresa Manzo
Linda Bloomer
Dani Plastini.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO.08:09:22-14
RE: RESOLUTION AMENDING THE EMPLOYMENT PRACTICES COMPLIANCE
MANUAL

WHEREAS, the Town Board previously adopted the Town's Employment Practices Compliance Manual with an effective date of January 1, 2016; and

WHEREAS, on July 29, 2022 New York State signed into law §.812B/A.2035B, which amended the New York State Human Rights to include a hotline and required it to be added to Employee Handbooks,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman amends the Town of Beekman Employee Practices Compliance Manual as attached hereto and made a part hereof as the official policy of the Town, and

BE IT RESOLVED, that the amended Town's Employment Practices Compliance Manual shall take effect immediately.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

RESOLUTION NO. 08:09:22-15
RE: PAYMENT OF CLAIMS

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

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

Claims to be paid from the A-General Fund	\$ 34,687.01
Claims to be paid from the DA-Highway Fund	\$ 5,509.07
Claims to be paid from the SS- Dover Ridge Sewer District	\$ 161.96
Claims to be paid from the T-Trust & Agency Fund	\$ 2,718.67
Claims to be paid from the H-Capital Fund	<u>\$ 93,273.00</u>
	<u>\$ 136,349.71</u>

08/04/2022 Payroll #15

General Fund	\$ 59,425.97
Highway Fund	<u>\$ 20,447.46</u>
	<u>\$ 79,873.43</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler **AYE**
Councilman Battaglini **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **AYE**

Dated: August 09, 2022

Local Law Filing

NEW YORK STATE DEPARTMENT OF STATE 162
WASHINGTON AVENUE
ALBANY, NY 12231

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

**TOWN OF BEEKMAN
LOCAL LAW NO. __ (PROPOSED) OF THE YEAR 2022**

**A LOCAL LAW TO AMEND THE CODE
OF THE TOWN OF BEEKMAN CONCERNING
ADMINISTRATIVE FEES AND PENALTIES.**

BE IT ENACTED by the Town Board of the Town of Beekman as follows:

SECTION 1. LEGISLATIVE INTENT

This local law amends the Beekman Town Code concerning fees and penalties payable to the Town, by removing various itemized fees and penalties from the Code and placing them in a "Fee Schedule" approved by the Town Board, so that a local law amending the Town Code is not required every time the Town Board desires to implement a change in the amount of a fee or penalty. This amendment of the Town Code will conserve municipal funds by eliminating the preparation and filing fees for the local laws, and save municipal employee time as well.

SECTION 2. APPLICATION

This Local Law shall apply within the Town of Beekman.

SECTION 3. SEVERABILITY

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

**SECTION 4. AMENDMENTS TO THE CODE OF THE TOWN OF BEEKMAN
CONCERNING FEES AND PENALTIES.**

SECTION 4.1 - AMENDING CHAPTER 59 OF THE TOWN CODE

The existing §§ 59-7(A)(3), 59-7(A)(4), 59-7(A)(10) and 59-8 of the Code of the Town of Beekman are hereby deleted in their entirety and replaced with the following:

§ 59-7(A)(3). Fees for licensing of dogs shall be in accordance with the Fee Schedule adopted by the Town Board.

§ 59-7(A)(4). Enumeration fee. When the Town Board determines the need for a dog enumeration, a fee as set forth in the Fee Schedule adopted by the Town Board will be assessed to all dogs found unlicensed or renewed at the time the enumeration is conducted.

§ 59-7(A)(10). Fees for seizure of dogs. The fee for seizure and impoundment of dogs in violation of this chapter or the laws of the New York State Department of Agriculture and Markets Law shall be as set forth in the Fee Schedule adopted by the Town Board.

§ 59-8 Seizure fee; penalties for offenses.

A. The fee to which the Town would be entitled upon seizure of a dog as provided by § 118 of the Agriculture and Markets Law of the State of New York shall be as set forth in the Fee Schedule adopted by the Town Board.

B. Penalties: Except as otherwise provided in Article 7 of the Agriculture and Markets Law, any person convicted of a violation of this chapter shall be liable to a civil penalty as set forth in the Fee Schedule adopted by the Town Board.

SECTION 4.2 - AMENDING CHAPTER 65 OF THE TOWN CODE

The existing § 65-2 of the Code of the Town of Beekman is hereby amended as follows, with the strikethrough language to be deleted from the Code:

§ 65-2. The amount of said deposit shall be set by the Highway Superintendent according to the extent of the improvements.

The existing § 65-4 of the Code of the Town of Beekman is hereby deleted in its entirety and replaced with the following:

§ 65-4. The fee for the inspection of a driveway shall be as set forth in the Fee Schedule adopted by the Town Board.

SECTION 4.3 - AMENDING CHAPTER 75 OF THE TOWN CODE

The existing §§ 75-7 of the Code of the Town of Beekman is hereby repealed. The existing §§ 75-1(A), 75-4, 75-6, 75-8 and 75-9 of the Code of the Town of Beekman are hereby deleted in their entirety and replaced with the following:

§ 75-1(A). When the Planning Board, pursuant to § 277, Subdivision 4(c) of the Town Law, determines that a park or recreation area cannot practically be located within a subdivision and it elects to collect a cash deposit in lieu thereof, the amount of such deposit shall be as set forth in the Fee Schedule adopted by the Town Board.

§ 75-4. Fees for review of applications by the Planning Board, Zoning Board of Appeals and the Town Board shall be as set forth in the Fee Schedule adopted by the Town Board.

§ 75-6. Initial escrow deposits for the review of land use applications shall be as established by the Town Board by resolution.

§ 75-7 is hereby repealed and shall be designated “[Repealed]”

§ 75-8. When deemed appropriate by the Planning Board or the Building Inspector, the Town may require a bond for grading, seeding and haying of lawns for new construction, to prevent erosion of the property or any neighboring property, in an amount to be approved by the Building Inspector or the Town Engineer.

§ 75-9. Schedule of Fees.

A. A fee schedule shall be established by resolution of the Town Board of the Town of Beekman for fees relating to the administration of Town duties contained in this Code, penalties for violation thereof, and initial escrow deposits for land use applications. Such fee schedule may thereafter be amended from time to time by like resolution.

B. Fees shall be nonrefundable administrative fees that shall be payable at the time of submission of an application.

SECTION 4.4 - AMENDING CHAPTER 99 OF THE TOWN CODE

The existing § 99-6(A) of the Code of the Town of Beekman is hereby deleted in its entirety and replaced with the following:

§ 99-6(A). The fee for a license shall be as set forth in the Fee Schedule adopted by the Town Board. The Town Board may require a separate inspection fee to ascertain compliance with the regulations hereinafter prescribed which, if required, also shall be set forth in the Fee Schedule.

SECTION 4.5 - AMENDING CHAPTER 117 OF THE TOWN CODE

The first sentence of the existing § 117-3(A) of the Code of the Town of Beekman is hereby deleted in its entirety and replaced with the following:

§ 117-3(A). Copies. The Town officer or employee charged with the custody and keeping of the record shall, upon request, make a copy or copies, if a copying machine is available, of any record subject to such inspection upon payment of a fee as established by the Town Board and set forth in the Fee Schedule.

The existing § 117-3(B) of the Code of the Town of Beekman is hereby deleted in its entirety and replaced with the following:

§ 117-3(B). Certification. Any Town officer or employee charged with the custody and keeping of any such record shall, upon request, certify a copy of a document or record prepared pursuant to the provisions of the preceding subsection upon payment of a fee as established by the Town Board and set forth in the Fee Schedule.

7-12-2022 DRAFT

SECTION 5. EFFECTIVE DATE

This local law shall take effect six months following filing in the office of the Secretary of State as provided in Section 27 of the Municipal Home Rule Law.



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

August 4, 2022

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

Re: Gardner Hollow Road Bridge (the Project)
Change Order #001

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of a change order dated July 29, 2022 from OCS Industries, Inc. (see attached). This proposed change order was prepared at our request as a result of discussions with the contractor regarding nuts and bolts that were not found during their inventory of the Mabey Bridge that is in the possession of the Town of Beekman. In summary, the contractor's change order request provides for an adequate number of nuts and bolts in order to properly construct the superstructure. The cost of change order #001 is \$387.61 (including overhead and profit and bonding).

We suggest that the Town Board consider authorizing change order #001 in the amount of \$387.61 at your August 9, 2022 meeting. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler", written in a cursive style.

Daniel G. Koehler, P.E.
Principal

cc: Laureen Abbatantuono, Town Clerk (via email)
Tom Carey, Town Financial Consultant (via email)
Linda Bloomer, Town Bookkeeper (via email)
Wallace and Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)



Change Order

OCS Industries, Inc.
33 Fini Drive
Middletown, NY 10941
1-845-692-8450

Date: **7-29-22**

Customer: **Town of Beekman**

Original Contract Date: **7-28-22**

Contract Number:

Change Order Number: **001**

The following changes have been added to the original contract	Amount Estimated
Supply additional hardware for the Maybe Bridge not included in stockpile:	
(12) 7/8" x 3" A325 bolts Galvanized	\$74.52
(32) 7/8" x 2 1/2" A325 bolts Galvanized	\$ 178.88
(50) Nuts A325 Galvanized	\$ 99.71
Shipping	\$ 34.50

The estimated amount of Change Order # 001 :

\$ 387.61

This contract time will be changed by the following numbers of days

0

Contractor:

OCS Industries, Inc.

Company name

33 Fini Drive

Address

Middletown, NY 10941

City, State, Zip

July 29, 2022

Date

Michael DiValentino

Print Name

Michael F. DiValentino

Signature

Owner/Subcontractor:

Town of Beekman

Name

4 Main Street

Poughquag NY 12570

City, State, Zip

Date

Print Name

Signature



Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com

August 8, 2022

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

Re: Town Hall Accessibility Improvements Project
Contractor Request for Payment #4

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #4 dated July 28, 2022 from Barone Construction Group, Inc. requesting payment in the amount of \$406,417.50 less 10% retainage (\$40,641.75) less payments #1 through #3 (\$303,477.75) for a total of \$62,298.00 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of June 1, 2022 through June 30, 2022. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet.

Therefore, we suggest that the Town Board authorize payment to Barone Construction Group, Inc. in the amount of \$62,298.00 in order to satisfy Application and Certification for Payment #4. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler".

Daniel G. Koehler, P.E.
Principal

cc: Tom Caréy, Town Financial Consultant (via email)
Linda Bloomer, Town Bookkeeper (via email)
Laureen Abbatantuono, Town Clerk (via email)
Wallace & Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

enc: Application and Certificate for Payment #4 with Continuation Sheets
Certified Payroll
Partial Releases (Barone, Fortio)



Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com

August 8, 2022

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

Re: Beekman Recreation Baseball Field 1 Project
Contractor Request for Payment #1

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #1 dated August 5, 2022 from Sport-Tech Construction Corp. requesting payment in the amount of \$32,500.00 less 5% retainage (\$1,625.00) for a total of \$30,875.00 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of June 30, 2022 through August 3, 2022. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet.

Therefore, we suggest that the Town Board authorize payment to Sport-Tech Construction Corp. in the amount of \$30,875.00 in order to satisfy Application and Certification for Payment #1. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan H. Koehler", written over a horizontal line.

Daniel G. Koehler, P.E.
Principal

cc: Tom Carey, Town Financial Consultant (via email)
Linda Bloomer, Town Bookkeeper (via email)
Lauren Abbatantuono, Town Clerk (via email)
Wallace & Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

enc: Application and Certificate for Payment #1 with Continuation Sheets
Certified Payroll
Partial Release

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Town of Beekman 4 Main Street Poughquag, NY 12570 FROM CONTRACTOR: Sport-Tech Construction Corp. 410 Route 22 Brewster, NY 10509	PROJECT: Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1) 31 Recreation Road Hopewell Junction, NY 12533 VIA ARCHITECT: Daniel G. Koehler, P.E. Hudson Land Design Professional Engineering, P.C. 174 Main Street, Beacon, NY 12508	APPLICATION #: 1 PERIOD TO: 08/03/22 PROJECT NOS: RFP: 2022-01-1 CONTRACT DATE: 06/30/22	Distribution to: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Const. Mgr <input type="checkbox"/> Architect <input type="checkbox"/> Contractor
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CONTRACT FOR: Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1)

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	156,000.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	156,000.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		32,500.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	1,625.00
b. of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	1,625.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	30,875.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	30,875.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: _____
 By: [Signature] Date: August 5, 2022

State of: New York
 County of: Pulham
 Subscribed and sworn to before me this 5 day of AUGUST 2022
 Notary Public: [Signature]
 My Commission expires: 2/1/2026
 Beth Golden
 Notary Public New York
 Reg. No. 01G08216912
 My Commission Expires Feb. 1, 2026

CERTIFICATE FOR PAYMENT
 In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Schedule of Values

PROJECT:
 Beekman Recreation Baseball Field 1 (RFP: 2022-0113-1)
 31 Recreation Road
 Hopewell Junction, NY 12533

APPLICATION NUMBER: 1
 APPLICATION DATE: 08/05/22
 PERIOD TO: 3-Aug-22
 ARCHITECT'S PROJECT NO: RFP: 2022-0113-1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Mobilization	30,000.00		15,000.00		15,000.00	50%	15,000.00	750.00
2	Bond/Insurance	20,000.00		10,000.00		10,000.00	50%	10,000.00	500.00
3	Demolition	10,000.00		7,500.00		7,500.00	75%	2,500.00	375.00
4	Fencing	21,000.00						21,000.00	
5	Safety Netting	70,000.00						70,000.00	
6	Grade Clay	5,000.00						5,000.00	
7									
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28									
SUBTOTALS PAGE 1		156,000.00		32,500.00		32,500.00	21%	123,500.00	1,625.00

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008

Expires: 07/31/2024

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 410 Route 22
Sport-Tech Construction Corp. Brewster, NY 10509

PAYROLL NO. 1 FOR WEEK ENDING 08/07/2022 PROJECT AND LOCATION Beekman Recreation Baseball Field 1
31 Recreation Road, Hopewell Junction, NY 12533 PROJECT OR CONTRACT NO. RFP: 2022-0113-1

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF DEPENDENT CHILDREN	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
			O R I G I N A L	Mon	Tue	Wed	Thurs	Fri	Sat				Sun	FICA	WITH- HOLDING TAX	Medicare	MYS Tax		OTHER	TOTAL DEDUCTIONS	
				8/1	8/2	8/3	8/4	8/5	8/6				8/7								
Enrique Acosta - 2908 118 Palmer Avenue Apt. 10 Mamaroneck, NY 10543	0	Laborer			8:00	8:00				16.00	44.50	26.90	\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
Juan Acosta - 2265 118 Palmer Avenue Apt. 10 Mamaroneck, NY 10543	0	Laborer			8:00	8:00				16.00	44.50	26.90	\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
Victor Acosta - 4635 430 Fayette Avenue #2 Mamaroneck, NY 10543	0	Laborer			8:00	8:00				16.00	44.50	26.90	\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
John O'Connor - 8490 55 Mill Plain Road, Unit 32-11 Danbury, CT 06811	0	Laborer			8:00	8:00				16.00	44.50	26.90	\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
Bayron Sarf-Chapa-1845 45 Starr Avenue Danbury, CT 06811	0	Laborer			8:00	8:00				16.00	44.50	26.90	\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.6(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, NW, Washington, D.C. 20210

Date August 5, 2022

I, Katherine Bicarl Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Sport-Tech Construction Corp. on the (Contractor or Subcontractor)

Town of Stanford-Recreation Park Improvemen; that during the payroll period commencing on the (Building or Work)

1st day of August, 2022, and ending the 7th day of August, 2022

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sport-Tech Construction Corp. from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 897; 78 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Katherine Bicarl, Office Manager

SIGNATURE
Katherine Bicarl

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR/SUBCONTRACTOR
PARTIAL RELEASE AND LIEN WAIVER

Date: August 5, 2022
Project: Beekman Recreation – Baseball Field 1
Address: 31 Recreation Road
City: Hopewell Junction, New York 12533
County: Dutchess
State: New York
Owner: Town of Beekman
Contractor: Sport-Tech Construction Corp.

Contract Date:	<u>July 28, 2022</u>
Contract Price:	<u>\$156,000</u>
Net Extras & Deductions:	<u> </u>
Adjusted Contract Price:	<u> </u>
Amount Previously Paid:	<u> </u>
Current Payment Due:	<u>\$30,875.00</u>
Balance Due:	<u> </u>

In the consideration of payment made by **TOWN OF BEEKMAN** to Sport-Tech Construction Corp. for all work, labor, materials, equipment and services furnished through the period ending August 3, 2022 and pursuant to Payment Application #1 in connection with the project named above.

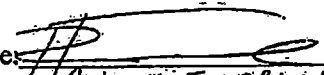
The **UNDERSIGNED** hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The **UNDERSIGNED** further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

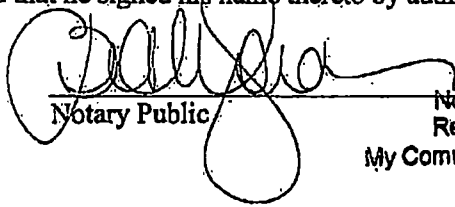
IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 5th day of August, 2022.

CONTRACTOR/SUBCONTRACTOR:

Signature: 
Print Name: Robert Tranchida
Title: Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF Putnam)

On this 5 day of August, in the year 2022, before me personally came Robert Tranchida, to me known,
who, being by me duly sworn, did depose and say that he resides at 14 Scotts Lane, South Salem, NY 10591
that he is the President of the Sport-Tech Construction Corp., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he signed his name thereto by authority of the Board of Directors of the corporation.



Notary Public

Beth Golden
Notary Public New York
Reg. No. 01GO6216912
My Commission Expires Feb. 1 2022



ATLANTIC TESTING LABORATORIES

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-891-6098 (T)
atlantictesting.com

WBE certified company

May 6, 2022

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

Telephone: 845-765-8955
Email: dkoehler@hudsonlanddesign.com

Attn: Daniel G. Koehler, P.E.

Re: Construction Materials Engineering and Testing Services
Gardner Hollow Road Bridge
Beekman, New York
ATL No. PT998-1171X-06-21

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ◆ Scope of Services
- ◆ Fee Schedule
- ◆ AGREEMENT for Construction Materials Engineering and Testing Services
- ◆ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return one original signed AGREEMENTs with attachments to:

**Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617**

One original countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Daniel D. Moore

Daniel D. Moore
Project Manager

DDM/DES/amm

Enclosures

SCOPE OF SERVICES

Gardner Hollow Road Bridge Beekman, Dutchess County, New York

Based on information provided to ATL by representatives of Hudson Land Design Professional Engineering, P.C., it is our understanding that the project consists of construction of the Gardner Hollow Road Bridge over the Gardner Hollow Brook. It is further understood that the project is scheduled for the time period of July 2022 through September 2022.

The following Scope of Services for providing Construction Materials Engineering and Testing services is based on the bidding documents provided in RFP 2022-0113-2, dated January 13, 2022.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a **NETTCP Certified Technician** to perform the following field testing of fill materials:

- ◆ ASTM D 75: Practice for Sampling Aggregates
- ◆ ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ◆ ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ◆ ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

2. Concrete:

Provide a **Technician** to perform the following field tests of freshly mixed concrete:

- ◆ ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ◆ ASTM C 143: Slump of Hydraulic Cement Concrete
- ◆ ASTM C 172: Sampling Freshly Mixed Concrete
- ◆ ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ◆ ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- ◆ Report quantity of fresh concrete tested and test results

B. Laboratory Services:

1. Soil:

- ◆ ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ◆ ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ◆ ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ◆ ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ◆ ASTM C 117: Material Finer than 75 μ m (#200) Sieve in Mineral Aggregates by Washing
- ◆ ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a **Project Manager** to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit.
 - ♦ Review test data generated by ATL.
 - ♦ Attend project meetings as directed by CLIENT.
 - ♦ Prepare and distribute reports. Reports will be distributed to CLIENT by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, approved material submittals.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

The Scope of Services outlined above does not meet the requirements for Special Inspection contained in the Building Code applicable to the project. A Scope of Services to meet these requirements can be provided upon request.

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing, and hold cylinders upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Project Manager		\$105.00 / Hour	
Technician - Soil (NETTCP Certified)		\$480.00 / Day	
Technician - Soil (NETTCP Certified)		\$300.00 / Half Day	
Technician - Concrete		\$420.00 / Day	
Technician - Concrete		\$265.00 / Half Day	
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)		\$15.00 / Cylinder	
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing		\$25.00 / Test	
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates		\$65.00 / Test	
ASTM D 1557: Laboratory Compaction Modified Effort		\$150.00 / Test	
ASTM D 698: Laboratory Compaction Standard Effort		\$130.00 / Test	
ASTM D 422: Particle-Size Analysis without Hydrometer		\$90.00 / Test	
Miscellaneous			
Density Meter		\$60.00 / Day	
Sample Pickup - When no other services are performed		\$85.00 / Trip	
Travel - Includes Labor and Mileage		\$55.00 / Trip	

NOTES TO THE FEE SCHEDULE

The Unit Fees are valid through December 31, 2022. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The foregoing fees for laboratory services reflect a standard laboratory turn-around-time (TAT). A laboratory surcharge up to 100% is applicable to samples requiring priority TAT. Advance notification of priority TAT is required.

AGREEMENT

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

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

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Gardner Hollow Road Bridge
Gardner Hollow Road
Beekman, Dutchess County, New York

B. **SERVICES:** ATL will provide Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.

C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.

D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.

E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.

F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Hudson Land Design Professional Engineering, P.C.

Signature

Marilean B. Remington, CEO
Printed Name and Title

Signature

Printed Name and Title

Date

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at PO Box 29, 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as Instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as Instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's Instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from, and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests; data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

— Since **Advance Testing** — 1984 —

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

May 5, 2022

Town of Beekman
4 Main Street
Poughquag, NY 12570
Attention: Mary Covucci

Re: Gardner Hollow Road Bridge - Town of Beekman, NY

Dear Ms. Covucci,

On behalf of Advance Testing, I would like to thank you for giving us the opportunity to submit a proposal for the Gardner Hollow Road Bridge project located in the Town of Beekman, New York. Advance Testing has been providing construction materials testing and inspection services for over thirty-five years, and our commitment to providing the best service our industry has to offer continues to grow. I encourage you to review our company's history and project experience, or even schedule a visit to our accredited laboratory to see the attention we give to each of our clients' projects.

I have attached a fee schedule and contract for your review. If you have any questions or would like more information, please do not hesitate to contact me at (845) 496-1600 ext. 238 or email me at adimarco@advancetesting.com.

Thank you again for considering Advance Testing.

Sincerely,



Anthony DiMarco
Business Development Associate

W W W . A D V A N C E T E S T I N G . C O M

3348 Route 208 • Campbell Hall, NY 10916 • Telephone: 845.496.1600 • Fax: 845.496.1398

With Offices in New York, Connecticut, Massachusetts & Florida

Since **Advance Testing** 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Mary Covucci
Town of Beekman
May 5, 2022

Gardner Hollow Road Bridge - Town of Beekman, NY
Proposal #P21_0790

FEE SCHEDULE

Technician Type*:	Half Day Rate	Full Day Rate
Soil Compaction & Asphalt Technician	\$ 395.00	\$ 685.00
Concrete** Technician	\$ 395.00	\$ 685.00
Reinforcing Steel Inspector	\$ 450.00	\$ 790.00
Structural Steel (Visual, Magnetic Particle, Dye Penetrant) & Bolting Inspector	\$ 625.00	\$ 1,110.00

Other Services:	Rate
Professional Engineer (if needed), per hour	\$ 195.00

***Technician Notes:**

- Rate is per each inspector, Monday-Friday. Half day rate includes travel time, mileage, and up to four hours of time on site. Full day rate includes travel time, mileage, and up to eight hours of time on site. Overtime and Saturday rates will be charged at 1.5 times the regular rate. Sunday and Holiday rates will be charged at 2.0 times the regular rate. Any necessary travel/hotel/parking expenses will be billed to client at cost. Please call Advance Testing for all contracted inspection services 24 hours in advance.

****Concrete Notes:**

- In accordance with ACI 318-11 and ACI 301-10, Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer that Advance Testing not send these results to the supplier, please inform Advance Testing of this preference in writing prior to the start of the project.
- Concrete cylinders are required to be picked up from the project site within 48 hours of being cast. Advance Testing will follow this procedure and pick up any cylinders cast within 48 hours, unless otherwise requested not to do so in writing. Cylinder pick-ups are invoiced at the noted sample pick-up rates as shown on the Fee Schedule.
- Except as otherwise required by the project specifications, Advance Testing will cast one set of cylinders per 50 yards³ of concrete placed.
- Advance Testing is not responsible for the mix design or for the QC/QA at the producer unless expressly set forth in Advance Testing's Scope of Work annexed hereto; or for the supplier or contractor's failure to comply with the design, the drawings and specifications, or applicable codes and standards; or for the contractor's means and methods of construction.
- This Fee Schedule is subject to the terms and conditions of the annexed Service Agreement, which is incorporated as if set forth fully herein.

Since **Advance Testing** 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Mary Covucci
Town of Beekman
May 5, 2022

Gardner Hollow Road Bridge - Town of Beekman, NY
Proposal #P21_0790

FEE SCHEDULE

Sample Pick-up:	Per Trip
Sample Pick-up Charges (as needed)	\$185.00

Equipment:	Per Day
Nuclear Density Gauge	\$ 80.00
Coring Equipment (if required)	\$ 165.00

Laboratory Testing:	Price Per Test
Soil Gradation Analysis	\$ 50.00
Wash Sieve Analysis	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points)	\$ 190.00
Atterberg Limits	\$ 75.00
Compressive Strength of Advance Testing-cast Concrete Cylinders	\$ 14.75

To indicate acceptance of this fee schedule for the above-mentioned project,
Please return a signed copy to our office via email or fax at your earliest convenience.

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Anthony DiMarco

Proposal Accepted and Work Authorized for: Town of Beekman

Signature/Date

Name

— Since — **Advance Testing** — 1984 —

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Mary Covucci
Town of Beekman
May 5, 2022

Gardner Hollow Road Bridge - Town of Beekman, NY
Proposal #P21_0790

SERVICE AGREEMENT

This Agreement was made as of May 5, 2022 by and between ADVANCE TESTING COMPANY, INC., which is a Delaware corporation with principal offices located at 3348 Route 208, Campbell Hall, NY (Hereinafter called "ADVANCE"), and Town of Beekman (Hereinafter called "CLIENT"). CLIENT'S project is Gardner Hollow Road Bridge - Town of Beekman, NY (Hereinafter called "PROJECT").

The CLIENT and ADVANCE, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE:** As per attached Proposal dated May 5, 2022.
2. **COMPENSATION:** In consideration of the services rendered, the CLIENT agrees to pay ADVANCE as per attached Fee Schedule to the extent ADVANCE performs the services requested.
3. **COMMENCEMENT OF SERVICES:** ADVANCE shall not begin work until ADVANCE has received a fully executed AGREEMENT; and an advance payment of \$ N/A.
4. **PAYMENT TERMS:** ADVANCE will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half (1 ½) percent per month until paid. Whenever the amount is past due more than forty-five (45) days after bill mailing, ADVANCE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that ADVANCE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay ADVANCE for all costs, including attorney's fees, incurred as a result of the collection of any overdue balances. Any advance payment shall be applied to the last charges on the project.
5. **INSURANCE AND LIMITATIONS:** ADVANCE will maintain statutory workman's compensation insurance, and auto liability insurance to the extent required by law; and general liability insurance as may be reasonably available in the insurance market.
 - a. ADVANCE'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ADVANCE'S fee, whichever is greater.
 - b. In the event the CLIENT makes a claim in litigation against ADVANCE under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for ADVANCE'S work, and all costs and expense incurred by ADVANCE in defending itself against the claim, including reasonable attorney fees.
6. ADVANCE shall have the right to declare this AGREEMENT null and void if not executed and returned to ADVANCE by the CLIENT within 30 days.
7. The unit rates in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday.
8. An automatic increase of 4% will be added at the end of each year.
9. Management time will be billed at \$ 95.00 per hour (minimum 4 hour charge/meeting) for attendance at jobsite meetings, if we are requested to be there by the CLIENT.
10. If overtime, weekend or holiday work is required, the following rates shall apply:
 - a. Monday – Friday: overtime shall apply after the initial 8 hours of work, and equal 1.5 times the regular rate of the task(s) being performed
 - b. Saturday: all time worked shall be billed at 1.5x the regular rate for the task(s) being performed
 - c. Sunday and Holidays: all time worked shall be billed at 2.0 times the regular rate for the task(s) being performed.

Since **Advance Testing** 1984

CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Mary Covucci
Town of Beekman
May 5, 2022

Gardner Hollow Road Bridge - Town of Beekman, NY
Proposal #P21 0790

11. A cancellation charge, equal to half-day unit rate (4 hour minimum), will be charged if the scheduled ADVANCE personnel are en route to jobsite, provided and are not utilized, or cannot perform their work because of weather conditions, site conditions, and/or forces beyond their control.
12. Weekend and holiday cancellation charge will be billed at the applicable full-day rate.
13. Reimbursable expenses shall include transportation and per diem expense for out-of-town work, special delivery services, and unusual reproduction expenses.
14. CLIENT is responsible for notifying ADVANCE of all requested testing and inspection services at least 24 hours prior to the date such services are required, as well as for re-inspection of all non-conforming items.
15. ADVANCE reserves the right to adjust the rates quoted herein if this agreement is not approved and returned by the CLIENT within 30 days.
16. The rates used in this proposal are valid for one (1) year from date of issuance.
17. Professional Engineering services will be invoiced at \$ 195.00 per hour subject to adjustment as provided herein.
18. Free and clear access to the work must be provided to ADVANCE personnel by the CLIENT. The CLIENT represents that it has the full legal right, as an owner, tenant, contractor or representative of such party to engage ADVANCE for the services requested and to provide ADVANCE legal access to the premises in order to perform the services, and shall indemnify and hold harmless ADVANCE and its employees against all claims, loss, injury and damage including without limitation ADVANCE'S reasonable legal fees and costs in the event such representation is not true.
19. CLIENT agrees that a scanned and electronically stored version of this document may be employed for all purposes, and shall be admissible in any legal proceeding as if it were an original.
20. ADVANCE shall not be responsible for continuous or exhaustive inspection or testing, it being understood that ADVANCE shall conduct such inspections and testing in accordance with prevailing industry standards.
21. No party other than the CLIENT shall be entitled to rely or claim reliance on services performed by ADVANCE hereunder.
22. This document embodies the complete integration of the parties' agreement and all prior representations, promises and conditions are merged herein. This agreement may not be changed or modified except in a writing signed by both parties.

This AGREEMENT is effective on the last signed date.

Town of Beekman
4 Main Street
Poughquag, NY 12570

ADVANCE TESTING COMPANY, INC.
3348 Route 208
Campbell Hall, NY 10916

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: James P. Smith, Jr.
TITLE: President
DATE: _____

Quote ID# 10971653

\$ Prices

Rentals	\$665.00
Damage Waiver	\$66.50
Delivery/Pick U...	\$85.00
Discount	\$-42.25
Subtotal	\$774.25
Tax	+\$0.00
Total	\$774.25

📅 Event Information

Event Name
Organization Town of Beekman
Address 29 Recreation Center Road
Hopwell Junction, NY 12533
Surface Grass - Allow Stakes
Referral

Start 12:00pm Sat, Oct 15, 2022
End 4:00pm Sat, Oct 15, 2022
Tax Exempt Yes
Delivery Type Drop-Off
Volunteers 3
Number of Gue...

📦 Rentals



Climb the Ladder 1 \$- \$405.00



Basketball Shoot Mini Infl. 1 \$- \$95.00



Feed the Bears 1 \$- \$95.00



Hit the Bucket 1 \$- \$35.00



Dog House Put N' Win 1 \$- \$35.00

Contact Information

First Name Dani
Last Name Plastini
Address 29 Recreation Center Road
Hopwell Junction, NY 12533
Email recdirector@townofbeekmanny.us

Home Phone
Office Phone
Cell Phone (845) 227-5783
Fax Number
Coupon



6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TF 800.546.7556
F 716.634.0764
W EFPRgroup.com

July 26, 2022

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

Dear Mary:

Attached is our proposal to provide continuing audit and related services to the Town of Beekman for the year ending December 31, 2022, and two option years ending December 31, 2023 and 2024.

Please call me if you have any questions with regard to this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in black ink, appearing to read 'Douglas E. Zimmerman'.

Douglas E. Zimmerman, CPA
Partner

DEZ:kms

Enclosures

TOWN OF BEEKMAN
Proposal to Provide Continuing
Professional Auditing Services
Year ending December 31, 2022, and
Option years ending December 31, 2023 and 2024

EFPR GROUP, CPAs, PLLC
Douglas E. Zimmerman, CPA
Partner
dzimmerman@efprgroup.com

July 26, 2022



6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TE 800.546.7556
F 716.634.0764
W EFPRgroup.com

July 26, 2022

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

Dear Ms. Covucci:

We are pleased to submit our proposal to provide continuing audit and related services to the Town of Beekman for the year ending December 31, 2022, and two option years ending December 31, 2023 and 2024. We believe the EFPR Group, CPAs, PLLC is highly qualified to continue to provide audit and related services to the Town based on:

- Our previous experience providing audit and related services to the Town.
- Our experience with regard to providing audit and related services for over 175 governmental organizations annually. Our Government Audit Practice Group provides timely services to governmental organizations located throughout New York State.
- Our experience providing audit and related services to municipalities, including the following:
 - County of Allegany
 - County of Chemung
 - County of Delaware
 - County of Lewis
 - County of Orleans
 - County of Saratoga
 - County of Washington
 - City of Beacon
 - City of Destin
 - City of Fulton
 - City of Lackawanna
 - City of Niagara Falls
 - City of Port Richey
 - Town of Beekman
 - Town of Cortlandt
 - Town of Elmira
 - Town of Erwin
 - Town of Fishkill
 - Town of Gates
 - Town of German Flatts
 - Town of Grand Island
 - Town of Ithaca
 - Town of LeRoy
 - Town of Lumberland
 - Town of Mamaroneck
 - Town of Mexico
 - Town of Plattsburgh
 - Town of Southeast
 - Town of Spencer
 - Town of Ulster
 - Town of Union
 - Village of Cold Spring
 - Village of Delhi
 - Village of Heuvelton
 - Village of Lewiston
 - Village of Montebello
 - Village of Newark
 - Village of South Glens Falls
 - Village of Youngstown
 - Borough of Sayre
 - Borough of South Waverly

Ms. Mary Covucci
July 26, 2022

- Our experience providing audit and agreed-upon procedure services to municipal Justice Courts, including the following:
 - Town of Cortlandt Justice Court
 - Town of Vestal Justice Court
 - Town of Erwin Justice Court
 - Town of Ithaca Justice Court
 - Town of Beekman Justice Court
 - Town of Southeast Justice Court
 - Town of Ulster Justice Court
 - Town of Gates Court Clerk
 - Town of Mamaroneck Justice Court
- Our substantial experience with regard to providing audit and related services for organizations required to have audits which are performed in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. We audit over 350 organizations annually in accordance with Government Auditing Standards.
- Our substantial experience with regard to providing audit and related services for organizations which require audits performed in accordance with the provisions of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We provide annual audit services for over 150 single audit compliant organizations.
- Our experience with various State agencies, including the following:
 - New York State Affordable Housing Corporation
 - New York State Assembly
 - New York State Bridge Authority
 - New York State Department of Agriculture and Markets / State Fair
 - New York State Department of Transportation
 - New York State Division of the Budget
 - New York State Executive Chamber
 - New York State Homeless Housing Assistance Corporation
 - New York State Insurance Fund
 - New York State Office for People With Developmental Disabilities
 - New York State Office of Alcoholism and Substance Abuse Services
 - New York State Office of Children and Family Services
 - New York State Office of General Services
 - New York State Office of the State Comptroller
 - New York State Office of Temporary Disability Assistance
 - New York State Olympic Regional Development Authority
 - New York State Senate
 - New York State Thoroughbred Breeding and Development Fund
 - New York State Unified Court System
 - New York State Urban Development Corporation
- Our ability to provide quality services on a timely basis for reasonable fees.


Ms. Mary Covucci
July 26, 2022

Our depth of experience working with many governmental entities throughout New York State should provide peace of mind that the Town would be served by a highly competent team of professionals committed to assist in whatever capacity you require. We understand that for our services to be valuable to the Town, we need to provide more than just financial reporting. At the EFPR Group, CPAs, PLLC, we take a proactive approach to our client relationships in order to ensure we are anticipating our client's needs before they call on us for assistance. We are available throughout the year to answer questions and address concerns that may arise.

We would consider it a distinct privilege to provide professional services as outlined in this proposal or any additional services you desire. Simply put, we want to continue to be your auditors and business consultants. Please contact us if there are any questions regarding this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner

Audit examinations performed by our Firm are conducted from a risk-based approach. This approach yields two major benefits:

- Maximization of understanding of the Town's operating environment, and
- Minimization of audit time by starting with broad considerations and narrowing to specific audit objectives in critical areas.

The audit of the financial statements of the Town of Beekman will consist of the following four phases:

- Planning
- Systems evaluation
- Testing
- Reporting

- Planning is the first step in the audit engagement and provides the foundation for the direction of the audit. This phase of the audit involves meeting with the Audit Committee and management of the Town to clearly identify the lines of communication, perform the risk analysis, discuss the audit scope and concerns and set expectations. While facilitating an understanding between our firm and the Town, we highlight areas, which will receive emphasis during our audit. This type of analytical review process permits identification of critical areas. As a result, appropriate audit procedures are focused therein.
- Systems Evaluation consists of the following steps:
 - A review of internal control systems of the Town;
 - A review of the information technology systems utilized by the Town to prepare its accounting records and monitor compliance with regulatory requirements;
 - An identification of control strengths and weaknesses in management and accounting controls; and
 - The development of a tailored audit program to be responsive to the Town's concerns and reflective of the internal control system.
- Testing is the largest part of the audit process and includes both compliance test of internal controls and regulatory requirements and substantive test of the Town's financial data.

The EFPR Group, CPAs, PLLC uses sampling in selecting items for examination by compliance and/or substantive tests where it is determined to be cost beneficial to sample the population. Our Firm has an Audit and Accounting Manual which contains procedures for the control and evaluation of sampling risk, selection of samples, and evaluation of sample results.

Audit sampling will normally be used to perform the following tests:

- Substantive tests as part of the audit of the Town's basic financial statements;
- Compliance tests to provide reasonable assurance that internal control (accounting and administrative) procedures used in administering federal and state financial assistance programs are being applied as prescribed; and
- Substantive tests of compliance with laws and regulations as part of the audit of the basic financial statements and for the purpose of reporting on compliance with laws and regulations as they relate to the schedule of federal financial assistance.

APPENDIX A

AUDIT FEES FOR THE TOWN OF BEEKMAN YEAR ENDING DECEMBER 31, 2022

2022 Audit Fee \$ 19,750

Combined 3 Year Audit Fee \$ 61,875

Justice Court Annual Audit Fee \$ 1,450 / 1,525 / 1,600

Anticipated hours for audit engagement
(including pre-lims) 170


Professional Staff Assigned (number) 4

Name of Firm EFPR Group, CPAs, PLLC

Location Address 6390 Main Street, Suite 200, Williamsville, New York 14221

Date July 26, 2022

Authorized Official of Firm (Print name) Douglas E. Zimmerman, CPA

Authorized Official of Firm (Signature) 



*Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com*

August 8, 2022

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

Re: Town Hall Accessibility Improvements Project
Contractor Request for Payment #4

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for Payment #4 dated July 28, 2022 from Barone Construction Group, Inc. requesting payment in the amount of \$406,417.50 less 10% retainage (\$40,641.75) less payments #1 through #3 (\$303,477.75) for a total of \$62,298.00 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of June 1, 2022 through June 30, 2022. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet.

Therefore, we suggest that the Town Board authorize payment to Barone Construction Group, Inc. in the amount of \$62,298.00 in order to satisfy Application and Certification for Payment #4. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler", with a long horizontal flourish extending to the right.

Daniel G. Koehler, P.E.
Principal

cc: Tom Carey, Town Financial Consultant (via email)
Linda Bloomer, Town Bookkeeper (via email)
Laureen Abbatantuono, Town Clerk (via email)
Wallace & Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

enc: Application and Certificate for Payment #4 with Continuation Sheets
Certified Payroll
Partial Releases (Barone, Forno)

TO OWNER/CLIENT:

Town of Beekman
4 Main Street
Poughquag, New York 12570

PROJECT:

Town of Beekman - Town Hall Accessibility
Improvement Plan
4 Main Street
Poughquag, New York 12570

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 06/01/22 - 06/30/22

PROJECT NO: 2020-0522-1

CONTRACT DATE:

FROM CONTRACTOR:

Barone Construction Group, Inc
23 New Paltz Rd. P.O. Box 876
Highland, New York 12528

VIA ARCHITECT/ENGINEER:

Daniel Koehler (Hudson Land Design)
174 Main Street
Beacon, New York 12508

CONTRACT FOR: Town of Beekman - Town Hall Accessibility Improvement Plan Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum		\$594,500.00
2. Net change by change orders		\$19,647.00
3. Contract Sum to date (Line 1 ± 2)		\$614,147.00
4. Total completed and stored to date (Column G on detail sheet)		\$406,417.50
5. Retainage:		
a. 10.00% of completed work	\$40,641.75	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$40,641.75
6. Total earned less retainage (Line 4 less Line 5 Total)		\$365,775.75
7. Less previous certificates for payment (Line 6 from prior certificate)		\$303,477.75
8. Current payment due:		\$62,298.00
9. Balance to finish, including retainage (Line 3 less Line 6)		\$248,371.25

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$19,647.00	\$0.00
Total approved this month:		\$0.00	\$0.00
	Totals:	\$19,647.00	\$0.00
Net change by change orders:		\$19,647.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Barone Construction Group, Inc

By:  Date: 7/28/22

State of: New York

County of: Ulster

Subscribed and sworn to before me this

Notary Public:

My commission expires: 4/12/25

28th day of July 2022



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$62,298.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

APPLICATION DATE:

PERIOD: 06/01/22 - 06/30/22

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1		Bonds	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$1,500.00
2		General Conditions	\$23,250.00	\$15,112.50	\$2,325.00	\$0.00	\$17,437.50	75.00%	\$5,812.50	\$1,743.75
3		Demo - Building	\$10,000.00	\$7,500.00	\$2,500.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$1,000.00
4		Demo - Sitework	\$22,000.00	\$16,500.00	\$4,400.00	\$0.00	\$20,900.00	95.00%	\$1,100.00	\$2,090.00
5		Prep Sidewalks - Labor	\$19,500.00	\$4,875.00	\$0.00	\$0.00	\$4,875.00	25.00%	\$14,625.00	\$487.50
6		Prep Sidewalks - Material	\$8,500.00	\$2,125.00	\$0.00	\$0.00	\$2,125.00	25.00%	\$6,375.00	\$212.50
7		Form and Pour Sidewalks - Labor	\$25,000.00	\$6,250.00	\$0.00	\$0.00	\$6,250.00	25.00%	\$18,750.00	\$625.00
8		Form and Pour Sidewalks - Material	\$8,500.00	\$2,125.00	\$0.00	\$0.00	\$2,125.00	25.00%	\$6,375.00	\$212.50
9		Drainage - Labor	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$1,000.00
10		Drainage - Material	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$450.00
11		Paving - Labor	\$9,500.00	\$9,025.00	\$0.00	\$0.00	\$9,025.00	95.00%	\$475.00	\$902.50
12		Paving - Material	\$4,500.00	\$4,275.00	\$0.00	\$0.00	\$4,275.00	95.00%	\$225.00	\$427.50
13		Striping	\$750.00	\$375.00	\$0.00	\$0.00	\$375.00	50.00%	\$375.00	\$37.50
14		Parking Signage	\$1,500.00	\$750.00	\$0.00	\$0.00	\$750.00	50.00%	\$750.00	\$75.00
15		Plantings and Mulch - Labor	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
16		Plantings and Mulch - Material	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
17		Site Restoration - Labor	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
18		Site Restoration - Material	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
19		Masonry - Labor	\$35,000.00	\$29,750.00	\$0.00	\$0.00	\$29,750.00	85.00%	\$5,250.00	\$2,975.00
20		Masonry - Material	\$3,500.00	\$2,975.00	\$0.00	\$0.00	\$2,975.00	85.00%	\$525.00	\$297.50
21		Front Building Railings - Labor	\$6,500.00	\$5,850.00	\$650.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$650.00
22		Front Building Railings - Material	\$35,000.00	\$31,500.00	\$3,500.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$3,500.00
23		North Entrance Railings - Labor	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
24		North Entrance Railings - Material	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
25		South Entrance Railings - Labor	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$150.00
26		South Entrance Railings - Material	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$450.00
27		South Ramp - Labor	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
28		South Ramp - Material	\$41,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$41,500.00	\$0.00
29		Framing - Labor	\$22,000.00	\$16,500.00	\$5,500.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$2,200.00
30		Framing - Material	\$7,500.00	\$5,625.00	\$1,875.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$750.00
31		Stucco - Labor	\$4,500.00	\$450.00	\$0.00	\$0.00	\$450.00	10.00%	\$4,050.00	\$45.00
32		Stucco - Material	\$3,000.00	\$300.00	\$0.00	\$0.00	\$300.00	10.00%	\$2,700.00	\$30.00
33		Lower Level Exterior Trim - Labor	\$2,500.00	\$250.00	\$1,875.00	\$0.00	\$2,125.00	85.00%	\$375.00	\$212.50
34		Lower Level Exterior Trim - Material	\$2,000.00	\$200.00	\$1,500.00	\$0.00	\$1,700.00	85.00%	\$300.00	\$170.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35		Portico Framing - Labor	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$750.00
36		Portico Framing - Material	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$550.00
37		Portico Roofing - Labor	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$250.00
38		Portico Roofing - Material	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$350.00
39		Windows - Labor	\$3,000.00	\$2,250.00	\$750.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$300.00
40		Windows - Material	\$4,000.00	\$3,000.00	\$1,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$400.00
41		FRP Door / Frame / Hardware - Labor	\$25,000.00	\$16,250.00	\$5,000.00	\$0.00	\$21,250.00	85.00%	\$3,750.00	\$2,125.00
42		FRP Door / Frame / Hardware - Material	\$110,000.00	\$71,500.00	\$22,000.00	\$0.00	\$93,500.00	86.00%	\$16,500.00	\$9,350.00
43		Wood Doors - Labor	\$18,000.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	15.00%	\$15,300.00	\$270.00
44		Wood Doors - Material	\$3,500.00	\$525.00	\$0.00	\$0.00	\$525.00	15.00%	\$2,975.00	\$52.50
45		Painting / Taping - Labor	\$20,000.00	\$10,000.00	\$5,000.00	\$0.00	\$15,000.00	75.00%	\$5,000.00	\$1,500.00
46		Painting / Taping - Material	\$5,000.00	\$2,500.00	\$1,250.00	\$0.00	\$3,750.00	75.00%	\$1,250.00	\$375.00
47		Electrical	\$15,000.00	\$3,750.00	\$7,500.00	\$0.00	\$11,250.00	75.00%	\$3,750.00	\$1,125.00
TOTALS:			\$694,500.00	\$329,287.50	\$66,625.00	\$0.00	\$395,912.50	66.50%	\$188,587.50	\$39,591.25

Change Orders

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
48	PCCO#001								
48.1	PCO#001								
48.1.1	PCO #1	\$2,884.00	\$2,884.00	\$0.00	\$0.00	\$2,884.00	100.00%	\$0.00	\$288.40
49	PCCO#002								
49.1	PCO#002								
49.1.1	Paving for Ramp	\$3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100.00%	\$0.00	\$320.00
50	PCCO#003								
50.1	PCO#003								
50.1.1	Re-Frame	\$1,188.00	\$594.00	\$594.00	\$0.00	\$1,188.00	100.00%	\$0.00	\$118.80
51	PCCO#005								
51.1	PCO#005								
51.1.1	Fluted Column Wrap	\$3,139.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,139.00	\$0.00
52	PCCO#007								
52.1	PCO#007								
52.1.1	Auto Operator	\$8,004.00	\$0.00	\$2,001.00	\$0.00	\$2,001.00	25.00%	\$6,003.00	\$200.10
53	PCCO#008								
53.1	PCO#008								
53.1.1	Door Swapp	\$1,252.00	\$1,252.00	\$0.00	\$0.00	\$1,252.00	100.00%	\$0.00	\$125.20

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
			TOTALS:				\$19,647.00		

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
			GRAND TOTALS:				\$614,147.00		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Barone Construction Group, Inc.		P.O. Box 876 Highland, NY 12528		Expires: 02/28/2018	
PAYROLL NO. 011	FOR WEEK ENDING 06/04/2022	PROJECT AND LOCATION Town of Beekman 4 Main St.		PROJECT OR CONTRACT NO. Town Hall ADA Improvements	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
			DAYS										FICA	WITH- HOLDING TAX	NY Tax	NY Disability	OTHER	TOTAL DEDUCTIONS	
			S 5/29	M 5/30	T 5/31	W 6/01	Th 6/02	F 6/03	S 6/04										
Phillips II, Thomas J- 001 xxx-xx-0772		Carpenter									45.04								
Dube, Michael - 19315796 xxx-xx-5064		Carpenter									39.04								
Jackson, Keith - 029 xxx-xx-6277		Laborer			8.00	8.00			16.00	39.00	\$58.50	\$624.00	\$71.61	\$78.48	\$41.21	\$5.38	\$82.80	\$279.48	\$656.52
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter			8.00	8.00	8.00	8.00	32.00	39.04	\$1,249.28	\$1,249.28	\$95.57	\$160.77	\$60.66	\$6.98	\$152.96	\$476.94	\$772.34
Boccard, James - 025 xxx-xx-3092		Carpenter									\$58.56								
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter			8.00	8.00			16.00	41.50	\$62.25	\$664.00	\$126.99	\$236.12	\$94.07	\$9.08	\$138.00	\$604.26	\$1,055.74
Simmons, Calne - 19315798 xxx-xx-1998		Carpenter									39.04								
Chmielek, Brian - 19315792 xxx-xx-5622		Carpenter - 3rd Year Apprentice									\$44.97								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 06-06-2022

I, Joseph Barone President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Barone Construction Group, Inc. on the Town of Beekman (Contractor or Subcontractor)

; that during the payroll period commencing on the 29th day of May, 2022, and ending the 4th day of June, 2022

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Barone Construction Group, Inc. from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 83 Stat. 108, 72 Stat. 887; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

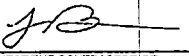
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Corey Miller	hourly wage rate plus the amount of the required fringe benefits has been paid to him

REMARKS:

NAME AND TITLE Joseph Barone President	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Barone Construction Group, Inc.		P.O. Box 876 Highland, NY 12528		Expires: 02/28/2018	
PAYROLL NO. 012	FOR WEEK ENDING 06/11/2022	PROJECT AND LOCATION Town of Beekman 4 Main St.		PROJECT OR CONTRACT NO. Town Hall ADA Improvements	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) M.O. OF WITHHOLDING DEDUCTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			S	M	T	W	Th	F	S				FICA	WITH- HOLDING TAX	NY Tax	NY Disability	OTHER		TOTAL DEDUCTIONS	
			6/05	6/06	6/07	6/08	6/09	6/10	6/11				HOURS WORKED EACH DAY	HOURS	AMOUNT	AMOUNT	AMOUNT		AMOUNT	AMOUNT
Phillips II, Thomas J- 001 xxx-xx-0772		Carpenter										45.04								
Dube, Michael - 18315796 xxx-xx-5084		Carpenter										39.04								
Jackson, Keith - 029 xxx-xx-8277		Laborer									8.00	40.40	\$323.20	\$98.90	\$145.34	\$62.08	\$7.21	\$110.40	\$423.93	\$868.87
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter									8.00	39.04	\$1,561.60	\$119.46	\$229.48	\$78.93	\$8.58	\$191.20	\$627.65	\$933.95
Boccard, James - 025 xxx-xx-3092		Carpenter									8.00	39.04	\$624.64	\$119.46	\$81.26	\$78.31	\$8.58	\$191.20	\$478.81	\$1,082.79
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter										41.50								
Simmons, Calne - 19315798 xxx-xx-1996		Carpenter										39.04								
Chmielnik, Brian - 19315792 xxx-xx-5622		Carpenter - 3rd Year Apprentice										29.98								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 06-22-2022

I, Joseph Barone President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Barone Construction Group, Inc. on the (Contractor or Subcontractor)

Town of Beekman; that during the payroll period commencing on the (Building or Work)
5th day of June, 2022, and ending the 11th day of June, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Barone Construction Group, Inc. from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

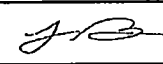
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Carey Miller	hourly wage rate plus the amount of the required fringe benefits has been paid to him

REMARKS:

NAME AND TITLE Joseph Barone President	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Barone Construction Group, Inc.		P.O. Box 876 Highland, NY 12528		Expires: 02/28/2018	
PAYROLL NO. 012	FOR WEEK ENDING 06/18/2022	PROJECT AND LOCATION Town of Beekman 4 Main St.		PROJECT OR CONTRACT NO. Town Hall ADA Improvements	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DESIGNATIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			OT OR ST.	S	M	T	W	Th	F				S	FICA	WITH- HOLDING TAX	NY Tax	NY Disability		OTHER	TOTAL DEDUCTIONS
				6/12	6/13	6/14	6/15	6/16	6/17				6/18							
Phillips II, Thomas J- 001 xxx-xx-0772		Carpenter	o																	
			s									45.04								
Dube, Michael - 19315796 xxx-xx-5064		Carpenter	o																	
			s									39.04								
Jackson, Keith - 029 xxx-xx-6277		Laborer	o										\$58.50							
			s									39.00								
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter	o										\$1,249.28							
			s		8.00	8.00		8.00	8.00		32.00	39.04	\$1,249.28	\$95.57	\$160.77	\$60.66	\$6.98	\$152.96	\$476.94	\$772.34
Boccard, James - 025 xxx-xx-3092		Carpenter	o										\$58.56							
			s									39.04								
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter	o										\$62.25							
			s									41.50								
Simmons, Caine - 19315798 xxx-xx-1996		Carpenter	o																	
			s									39.04								
Chmielelnk, Brian - 19315792 xxx-xx-5622		Carpenter - 3rd Year Apprentice	o										\$44.97							
			s									29.98								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 06-22-2022

I, Joseph Barone President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Barone Construction Group, Inc. on the
(Contractor or Subcontractor)

Town of Beekman; that during the payroll period commencing on the
(Building or Work)
12th day of June, 2022, and ending the 18th day of June, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Barone Construction Group, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (46 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

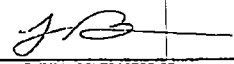
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Corey Miller	hourly wage rate plus the amount of the required fringe benefits has been paid to him

REMARKS:

NAME AND TITLE Joseph Barone President	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

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NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Barone Construction Group, Inc.		P.O. Box 876 Highland, NY 12528		Expires: 02/28/2018	
PAYROLL NO. 014	FOR WEEK ENDING 07/02/2022	PROJECT AND LOCATION Town of Beekman 4 Main St.		PROJECT OR CONTRACT NO. Town Hall ADA Improvements	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DESIGNATIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			O	S	M	T	W	Th	F				S	FICA	WITH- HOLDING TAX	NY Tax	NY Disability		OTHER	TOTAL DEDUCTIONS
Phillips II, Thomas J- 001 xxx-xx-0772		Carpenter																		
Dube, Michael - 19315796 xxx-xx-5064		Carpenter																		
Jackson, Keith - 029 xxx-xx-6277		Laborer																		
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter							8.00	8.00	39.48	\$315.84	\$120.81	\$233.35	\$79.96	\$8.67	\$191.20	\$633.99	\$945.21	
Boccard, James - 025 xxx-xx-3092		Carpenter																		
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter																		
Simmons, Caina - 19315798 xxx-xx-1996		Carpenter																		
Chmielnik, Brian - 19315792 xxx-xx-5822		Carpenter - 3rd Year Apprentice																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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(over)

Date 07-06-2022

I, Joseph Barone President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Barone Construction Group, Inc. on the
(Contractor or Subcontractor)

Town of Beekman; that during the payroll period commencing on the
(Building or Work)
26th day of June, 2022, and ending the 2nd day of July, 2022.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Barone Construction Group, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (46 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

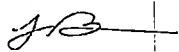
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Corey Miller	hourly wage rate plus the amount of the required fringe benefits has been paid to him

REMARKS:

NAME AND TITLE Joseph Barone President	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		OMB No.: 1235-0008	
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847		Expires: 07/31/2024	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
6	06/08/2022	Beekman Town Hall Town of Beekman Town Hall			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # EX	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK					
			O	Th	Fr	Sa	Su	Mo	Tu				We	FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX		OTHER	TOTAL DED.			
			T	06/02	06/03	06/04	06/05	06/06	06/07				06/08										
Kevin Azzaro Po Box 501 Hughsonville, NY 12537 xxx-xx-8188	0	Glazier Journeymen LU 1087	O	0	0	0	0	0	0	0	0	69.39	478.72										
			S	0	0	0	0	0	0	0	8	8	59.59	2383.60	182.35	433.44	134.69	0.00	527.84	1278.32	1105.28		
Mattes, Steven 328 Salt Point Turnpike Poughkeepsie, NY 12603 xxx-xx-2109	0	Glazier Journeymen LU 1087	O	0	0	0	0	0	0	0	0	98.89	816.72										
			S	0	0	0	0	0	0	0	8	8	64.59	2504.04	199.21	404.31	154.86	0.00	528.43	1286.81	1317.23		
			O																				
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5(a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 53502, 200 Constitution Avenue, N. W. Washington, D. C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Fomo Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 02 day of June, 2022, and ending the 08 day of June,
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

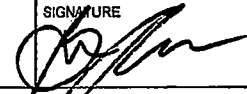
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
Fomo Enterprises, Inc.	9330 County Highway 27 PO Box 220 Trout Creek, NY 13847	Expires: 07/31/2024
PAYROLL NO. 7	FOR WEEK ENDING 08/15/2022	PROJECT OR CONTRACT NO.
PROJECT AND LOCATION		
Beekman Town Hall		
Town of Beekman Town Hall		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
				08/09	08/10	08/11	08/12	08/13	08/14	08/15				HOURS WORKED EACH DAY						
No Work Performed.			O									/								
			S									/								
			O									/								
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			S									/								
			O									/								
			S									/								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. § 3.3, 5.6(f) of the Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 6.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 33502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Fomo Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beakman Town Hall
(Building or Work); that during the payroll period commencing

on the 09 day of June, 2022, and ending the 15 day of June
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

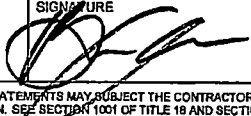
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Brian Albanese President	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847	Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
8	06/22/2022	Beekman Town Hall Town of Beekman Town Hall	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Th	Fr	Sa	Su	Mo	Tu	Wo				FIGA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
				06/16	06/17	06/18	06/19	06/20	06/21	06/22				HOURS WORKED EACH DAY						
No Work Performed.			O									/								
			S									/								
			O									/								
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Fomo Enterprises, Inc. on the _____
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing _____
(Building or Work)

on the 16 day of June, 2022, and ending the 22 day of June, 2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the _____
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division

Rev. Dec 2008

OMB No.: 1235-0008

Expires: 07/31/2024

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		PROJECT OR CONTRACT NO.	
Forno Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847			
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION			
9	08/29/2022	Beekman Town Hall Town of Beekman Town Hall			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
			08/23	08/24	08/25	08/26	08/27	08/28	08/29				HOURS WORKED EACH DAY						
No Work Performed.																			

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5 (a). The Copeland Act (40 U. S. C. § 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5 (a) (3) (i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Fomo Enterprises, Inc. on the _____
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing _____
(Building or Work)

on the 23 day of June, 2022, and ending the 29 day of June, 2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the _____
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Brian Albanese President	SIGNATURE 
---------------------------------------------------	----------------------------------------------------------------------------------------------------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		OMB No.: 1235-0008
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847		Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.
10	07/06/2022	Beekman Town Hall Town of Beekman Town Hall		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
			06/30	07/01	07/02	07/03	07/04	07/05	07/06				HOURS WORKED EACH DAY						
No Work Performed.			O									/							
			S									/							
			O									/							
			S									/							
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Public Burden Statement

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Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Fomo Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 30 day of June, 2022, and ending the 08 day of July,
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 867;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

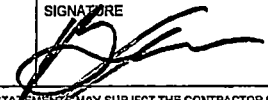
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
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NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008 Expires: 07/31/2024
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847	
PAYROLL NO. 11	FOR WEEK ENDING 07/13/2022	PROJECT AND LOCATION Beekman Town Hall Town of Beekman Town Hall	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T or S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
				07/07	07/08	07/09	07/10	07/11	07/12	07/13				HOURS WORKED EACH DAY						
No Work Performed.			O									/								
			S									/								
			O									/								
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			S									/								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5, (c). The Copeland Act (40 U. S. C. § 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5 (a) (3) (i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions; searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 93502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Forno Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 07 day of July, 2022, and ending the 13 day of July,
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Forno Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

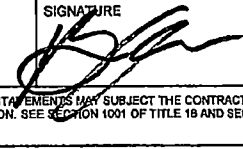
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Forno Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847	Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
12	07/20/2022	Beekman Town Hall Town of Beekman Town Hall	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # EX	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
			07/14	07/15	07/16	07/17	07/18	07/19	07/20				HOURS WORKED EACH DAY						
No Work Performed.			O																
			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5 (a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5 (a)(3) (i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 35 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Fomo Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 14 day of July, 2022, and ending the 20 day of July
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

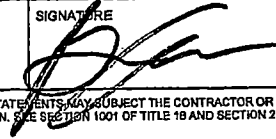
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Forno Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847	Expires: 07/31/2024
PAYROLL NO. 13	FOR WEEK ENDING 07/27/2022	PROJECT AND LOCATION Beekman Town Hall Town of Beekman Town Hall	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.
			07/21	07/22	07/23	07/24	07/25	07/26	07/27				HOURS WORKED EACH DAY						
No Work Performed.			O									/							
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.6(a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 6.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 85 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 33502, 200 Constitution Avenue, N. W., Washington, D.C. 20210.

Date 08/05/2022
 I, Brian Albanese President
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Forno Enterprises, Inc. on the _____
 (Contractor or Subcontractor)

Town of Beekman Town Hall; that during the payroll period commencing _____
 (Building or Work)

on the 21 day of July, 2022, and ending the 27 day of July, 2022, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Forno Enterprises, Inc. from the _____
 (Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

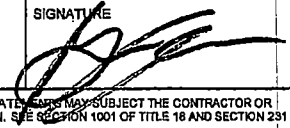
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
 President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS		OMB No.: 1235-0008
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847		Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.
14	08/03/2022	Beekman Town Hall Town of Beekman Town Hall		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # EX	(3) WORK CLASSIFICATION	O T of S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Th	Fr	Sa	Su	Mo	Tu	We				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER	TOTAL DED.	
				07/28	07/29	07/30	07/31	08/01	08/02	08/03				HOURS WORKED EACH DAY						
No Work Performed.			O									/								
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.61 (a). The Copeland Act (40 U. S. C. § 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(1)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D.C. 20210.

Date 08/05/2022

I, Brian Albanese President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Fomo Enterprises, Inc. on the
(Contractor or Subcontractor)

Town of Beekman Town Hall; that during the payroll period commencing
(Building or Work)

on the 28 day of July, 2022, and ending the 03 day of August
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Fomo Enterprises, Inc. from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

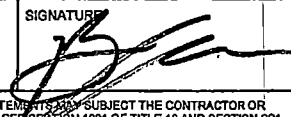
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Brian Albanese President	SIGNATURE 
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Veith Electric LLC		130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603	Expires: 07/31/2024
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
1	08/19/2022	Beekman Town Hall	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.	
			08/13	08/14	08/15	08/16	08/17	08/18	08/19				HOURS WORKED EACH DAY							
Dennis J. Brophy 38 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect. Dutchess/Ulster/Sullivan	O	0	0	0	0	0	0	0	0	105.38	552.88	42.28	42.43	18.92	0.00	0.00	104.84	448.22
			S	0	0	0	0	7	0	0	7	78.98	552.88							
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(f). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 53502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

Date 08/03/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 13 day of June, 2022, and ending the 19 day of June
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veith Electric LLC from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

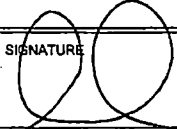
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Donald Veith President	SIGNATURE 
---------------------------------------------	----------------------------------------------------------------------------------------------------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008 Rev. Dec 2008
Velth Electric LLC		130 Salt Point Turnpike, Ste 2 Poughkeepsie, NY 12603	Expires: 07/31/2024
PAYROLL NO. 1	FOR WEEK ENDING 06/26/2022	PROJECT AND LOCATION Beekman Town Hall	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) # Ex	(3) WORK CLASSIFICATION	O T O F S T	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / ALL	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK				
				Mo	Tu	We	Th	Fr	Sa	Su				FICA	WITH-HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.			
				08/20	08/21	08/22	08/23	08/24	08/25	08/26				HOURS WORKED EACH DAY									
Dennis J. Brophy 36 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect Dutchess/Ulster/Sullivan	O	0	0	0	0	0	0	0	0	0	105.38	1145.21	87.81	131.08	54.57	0.00	0.00	273.24	87.07		
			S	7.5	0	0	0	7	0	0	14.5	78.98	1145.21										
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C. F. R. §§ 3.3, 5.5 (a). The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5 (a) (3) (i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 08/03/2022

I, Donald Veith President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Veith Electric LLC on the
(Contractor or Subcontractor)

Beekman Town Hall ; that during the payroll period commencing
(Building or Work)

on the 20 day of June, 2022, and ending the 28 day of June
2022, all persons employed on said project have been paid the full weekly wages earned,
that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veith Electric LLC from the
(Contractor or Subcontractor)

full weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;
76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by
the Bureau of Apprenticeship and Training, United States Department of Labor, or if no
such recognized agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Donald Veith
President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231
OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR/SUBCONTRACTOR
PARTIAL RELEASE AND LIEN WAIVER

Date:	<u>August 4, 2022</u>	Contract Date:	<u>8/3/2021</u>
Project:	<u>Town of Beekman Town Hall</u> <u>Accessibility Improvement Plan</u>	Contract Price:	<u>\$594,500.00</u>
Address:	<u>4 Main Street</u>	Net Extras & Deductions:	<u>\$19,647.00</u>
City:	<u>Poughquag, New York 12570</u>	Adjusted Contract Price:	<u>\$614,147.00</u>
County:	<u>Dutchess</u>	Amount Previously Paid:	<u>\$303,477.75</u>
State:	<u>New York</u>	Current Payment Due:	<u>\$62,298.00</u>
Owner:	<u>Town of Beekman</u>	Balance Due:	<u>\$248,371.25</u>
Contractor:	<u>Barone Construction Group, Inc.</u>		

In the consideration of payment made by **TOWN OF BEEKMAN** to Barone Construction Group, Inc. for all work, labor, materials, equipment and services furnished through the period ending June 2022 and pursuant to Payment Application #4 in connection with the project named above.

The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The UNDERSIGNED further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

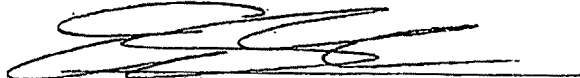
IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 4th day of August, 2022.

CONTRACTOR/SUBCONTRACTOR:

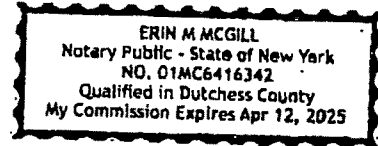
Signature: [Handwritten Signature]
Print Name: Joseph J. Barone
Title: President

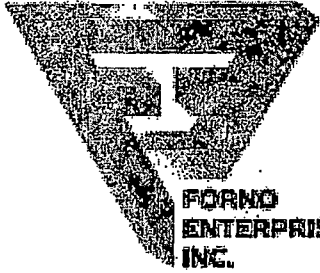
STATE OF NEW YORK)
) ss.:
COUNTY OF Ulster)

On this 4th day of August, in the year 2022, before me personally came Joseph Barone, to me known, who, being by me duly sworn, did depose and say that he resides at 37 Tillson Ave Highland NY 12528, that he is the President of the Barone Construction Group, Inc., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he signed his name thereto by authority of the Board of Directors of the corporation.



Notary Public





LETTER OF TRANSMITTAL

FORNO ENTERPRISES, INC.
9330 CTY HWY 27 POB 220
TROUT CREEK NY 13847
Phone: 607-865-7860
Fax: 607-865-4392
Email: daryl@fornoenterprises.com
Website: www.fornoenterprises.com

Project: Beekman Town Hall
Date: August 4, 2022
Job No:

To:
Barone Construction Group, Inc.
P.O. Box 876
Highland, NY 12528
Attention:

Attached Are:

- Samples
- Shop Drawings
- Copy of Letter
- Plans
- Specifications
- Other
- For Approval
- As Requested
- For Review

Copies:	Submittal No:	Description:
1	-	Partial Release and Lien Waiver

Comments:

Copy To: File

Lizbeth Michiels/Project Manager



CONTRACTOR/SUBCONTRACTOR
PARTIAL RELEASE AND LIEN WAIVER

Date:	<u>August 3, 2022</u>	Contract Date:	<u>9/3/2021</u>
Project:	<u>Town of Beekman Town Hall</u>	Contract Price:	<u>\$119,500.00</u>
	<u>Accessibility Improvement Plan</u>		
Address:	<u>4 Main Street</u>	Net Extras & Deductions:	<u>\$11,252.56</u>
City:	<u>Poughquag, New York 12570</u>	Adjusted Contract Price:	<u>\$130,752.56</u>
County:	<u>Dutchess</u>	Amount Previously Paid:	<u>4,275.00</u>
State:	<u>New York</u>	Current Payment Due:	<u>\$7,542.50</u>
Owner:	<u>Town of Beekman</u>	Balance Due:	<u>\$8,935.06</u>
Contractor:	<u>Forno Enterprises, Inc.</u>		

In the consideration of payment made by **TOWN OF BEEKMAN** to Barone Construction Group, Inc. for all work, labor, materials, equipment and services furnished through the period ending June 2022 and pursuant to Payment Application #4 in connection with the project named above.


The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The UNDERSIGNED further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 4th day of August, 2022.

CONTRACTOR/SUBCONTRACTOR:

Signature: 
Print Name: BRIAN ALBANESE
Title: PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF DELAWARE

On this 4th day of August, in the year 2022, before me personally came Brian Albanese, to me known, who, being by me duly sworn, did depose and say that he resides at Sidney Center, NY, that he is the President of the Forno Enterprises, Inc., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he signed his name thereto by authority of the Board of Directors of the corporation.

Lizbeth Michiels
Notary Public

LIZBETH MICHIELS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MI4988303
Qualified In Chenango County
Commission Expires May 7, 2026

RESOLUTION NO. 08:09:22-___

**RESOLUTION AUTHORIZING AGREEMENT WITH ADVANCE TESTING
COMPANY FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION
SERVICES IN CONNECTION WITH GARDNER HOLLOW BRIDGE
REPLACEMENT PROJECT**

The following resolution was introduced by _____ and
seconded by _____.

WHEREAS, by Resolution No. 05:10:22-4, adopted on May 10, 2022, the Town Board authorized the replacement of the Gardner Hollow Bridge (the "Project") at a cost of \$952,443, including soft costs and contingency; and

WHEREAS, the Project requires construction materials testing and inspection services;
and

WHEREAS, the Town Engineer sought proposals for said construction materials and inspection services and received two proposals; and

WHEREAS, the Town Engineer has recommended Advance Testing Company for construction materials testing and inspection services; and

WHEREAS, the Town Board desires to enter into an agreement with Advance Testing Company for construction materials testing and inspection services.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town of Beekman to enter into an agreement with Advance Testing Company; and

BE IT FURTHER RESOLVED, that the Town Board further authorizes the Supervisor to execute the Services Agreement and Fee Schedule on behalf on the Town of Beekman and to deliver a copy of same to Advance Testing Company.

The foregoing was put to a vote which resulted as follows:

ROLL CALL:	AYE	NAY
Councilman Battaglini	_____	_____
Councilman Stiegler	_____	_____
Councilwoman Wohrman	_____	_____
Supervisor Covucci	_____	_____

Dated: August 9, 2022
Town of Beekman, New York

The Resolution is hereby duly declared adopted.

LAUREEN ABBATANTUONO, TOWN CLERK