

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday August 9th, 2022

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday, August 9th, 2022. The meeting was called to order by Supervisor Covucci at 7:02PM. The following members were present: Supervisor Mary Covucci, Councilman Battaglini, Councilman Werner Stiegler, and Councilwoman Sharon Wohrman.

Also present were the Town Attorney – Craig Wallace and Town Clerk – Laureen Abbatantuono

Supervisor Covucci along with Lucian Simone representing the Beekman Recreation Summer Camp led the Pledge of Allegiance. Supervisor Covucci pointed out the emergency exits and called for a moment of silence for all those who have served our Country.

Supervisor Covucci made a motion to open the Public Hearing on **Local Law No. 2, 2022 Short-Term Rentals** at 7:03PM all in Favor AYE, Seconded by Councilwoman Wohrman. Supervisor Covucci went over the rules for public comments during Town Board meetings.

Public Comments on Public Hearing:

Rita Longo 15 Hilton Rd, had additional follow up comments from the last Public Hearing.

Joe Tresca 2 Townsend Road, has many concerns with how AirBnB and feels they are not the answer and they are hurting the community.

Kurt Fox, 4 Townsend Road concerns of unmanned homes being rented out doesn't like the fact that strangers are driving around by his property.

Michelle Alexandra 62 Alary Road, problems and concerns that others have presented are definitely real. The Law as written is overly restricted and in her opinion will lead to negative consequences. The Law in her opinion can be modified and still achieve the same goal of achieving safe clean neighborhoods.

John Walker 11 Hilton Road extreme amounts of garbage, cars from out of State are driving at excessive speeds.

Laura Pilkington 37 Schoolhouse on the end of Hilton. Excessive loud traffic, windows cannot be left open. She is in support of her neighbors and feels the situation will get worse before better.

Louis 37 Schoolhouse Lane, noise level has increased, bad elements in the neighborhood will just bring it down. Asked about a noise ordinance, noise meter. Town Attorney Craig Wallace went over a little of what would need to happen with the noise meter.

Leonard Jerrum 112 Beyer Drive, does not have a problem with AirBNB but does have a concern with the rules and regulations in this package and questions who will be responsible when something goes wrong. It is a rural area and he hopes it can remain that way.

Written Comments were read by Town Clerk Lauren Abbatantuono; Bill Crane 254 Gardner Hollow Road, feels the proposal could be modified to make it more effective. It could continue to address neighbors' complaints without imposing so many obstacles and restrictions on renters (please see the attached letter). Susan Glavich 64 Lime Mill Road, complaints should be addressed from those that live next door to properties being used as short-term rentals but feels the law is too restrictive as written (please see the attached letter).

SUPERVISOR COVUCCI @ 7:27PM made a motion to Adjourn the Public Hearing until the next scheduled Town Board meeting on September 13th, SECONDED BY COUNCILMAN STIEGLER, ALL in Favor, AYE.

SUPERVISOR COVUCCI introduced Beekman Recreation Director, Dani Plastini for her presentation. Dani gave an update on the Summer Camp, Doherty Park including the dog park. Seniors program is back and there are currently 142 members. Our senior center runs Mondays and Thursdays from 10AM to 2PM where they play games, have lunch and participate in chair yoga. September 22nd is our Senior Town of Beekman picnic, our theme this year is going to be a luau. This is a free event for all senior residents, additional information on that will be available in the beginning of September. Dani thanked the Beekman Highway Dept for their help in getting the lake ready to open on time for summer. There are hopes to bring the swim team back to Beekman in 2023 along with swim lessons for children. The staff this year has been wonderful, the aquatic staff was full even with the shortage of lifeguards this year. Our day camp has been a lot of fun this year, we've had different themes this year and full-time registrants of 286 people over the four sessions. We are looking forward to Camp 2023, we will revamp our camp forms and registration process and we hope to make it a little easier for parents, we also will be looking into an aftercare program. We also have a team Leadership Council program that runs on Wednesday evenings from 6:30-8:30PM for children entering High School in grades 9 to 12. Our October event "**Fall into Fun**" will be held on Saturday October 1st where we will have craft schemes and a pumpkin patch for the kids immediately following from 4:30-6:30 we will head over to Town Center Park where we will have food trucks along with Noise in the Basement performing. We are also looking to start up a men's basketball team and we will bring back our Ski Snowboard program at Thunder Ridge along with our holiday event "Light up Beekman" along with many upcoming events in the Spring of 2023.

Supervisor Covucci thanked Dani for her presentation and her hard work. Also read were written comments by both campers and parents thanking the Beekman Recreation for a wonderful Summer program.

Supervisor Covucci went over the Resolutions for this evening; Resolutions were read and accepted (please see the attached)

Other Town Board Business: Councilman Battaglini gave an activity report for the Beekman Fire Dept for both June and July, (please see the attached)

Councilman Stiegler Dutchess County successfully launches Regional 988 which is an easy to access mental health hotline that connects people experiencing a mental health crisis to National Suicide Prevention Lifeline call centers including the call center in Dutchess County where they can talk or text with trained mental health professionals.

Town Clerk/Tax Receiver Laureen Abbatantuono School Tax collection starts on September 12th, the hours for collection will be Monday - Thursday between 8:00AM and 4:00PM collection without penalty ends on October 11th and runs again with a 2% penalty from October 12-November 1st. Tax bills will be mailed out the Wednesday after Labor Day.

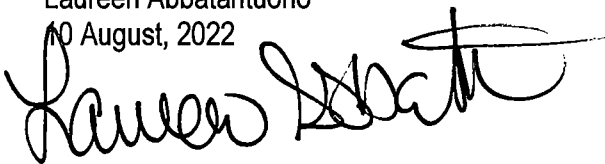
Public Comments:

Leonard Jerrum 112 Beyer Drive, thanked the Rec Dept for their presentation, asked about the Senior Picnics this summer. Asked about the Veterans of Dutchess County mailing list.

Councilman Battaglini, mentioned early voting locations for the August 23rd Primary Election

Supervisor Covucci made a motion to close the meeting at 8:22PM Seconded by Councilman Battaglini, All in Favor, AYE.

Submitted by Town Clerk
Laureen Abbatantuono
10 August, 2022

A handwritten signature in black ink, appearing to read 'Laureen Abbatantuono', written over the typed name and date.

**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 Laureen 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 Wohrman	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 Wohrman	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

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

Highway Fund

2022-07-17	DA-5110-0403	General Repairs Stone	5,000	
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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 Wohrman	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 Wohrman	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 Wohrman **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 Wohrman	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 Wohrman	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	AYE
Councilman Battaglini	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

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 Wohrman	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 Wohrman	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	\$ 93,273.00
	<u>\$ 136,349.71</u>

08/04/2022 Payroll #15

General Fund	\$ 59,425.97
Highway Fund	\$ 20,447.46
	<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
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 ESTABLISH A NEW CHAPTER 126.1 OF THE CODE OF THE TOWN OF BEEKMAN TO BE KNOWN AS “SHORT-TERM RENTALS,” AND TO AMEND CHAPTER 155 OF THE CODE OF THE TOWN OF BEEKMAN, ENTITLED “ZONING,” REGARDING SHORT-TERM RENTALS.

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 to regulate short-term rentals. The law establishes new regulations requiring permits for short-term rentals, and amends the Town’s Zoning Law to adequately regulate short-term rental uses.

The use of short-term rentals has increased in the nation and in the region in recent years, and many visitors now seek accommodations in short-term rentals via various website platforms. Short-term rentals can offer an additional means of income for some property owners, but they also have the potential to adversely impact neighborhoods because they are effectively transient lodging uses, often operated without permits or approvals and in buildings and areas where such lodging may not be permitted. In addition, the presence of short-term rentals also can lead to a reduction in the affordable housing supply by removing dwelling units from the market and driving up demand for the limited remaining housing supply. This can result in fewer available units and increased prices or rents for those units that are available.

This local law will allow certain short-term rental uses as permitted uses in the Town subject to specific conditions and approvals. To protect the character of neighborhoods and avoid “party houses,” unhosted short-term rentals are prohibited throughout the Town, because they are deemed to be incompatible with the existing uses and neighborhood character. By restricting the type and location of short-term rentals, and by requiring them to undergo review and receive approval from the Town, this law lessens the potential negative impacts associated with these uses and will promote the public safety, health, and welfare. This law also will discourage unsafe structures from being rented to transient visitors by requiring that short-term rentals comply with applicable codes and implement certain safety measures.

The proposed amendments to the Town Code are designed to protect the health, safety, and welfare of the public. The amendments are consistent with the recommendations of the Town's *Comprehensive Plan*, last revised February 16, 2011, including to "[p]rovide a diversified range of housing opportunities consistent with a well-balanced community" (*Comprehensive Plan* at p. 28) and with "Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities" pursuant to § 155-2(M) of the Town Code.

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. ADOPTION OF A NEW CHAPTER 126.1 ENTITLED "SHORT-TERM RENTALS"

A new Chapter 126.1 is hereby inserted into the Code of the Town of Beekman to read as follows:

CHAPTER 126.1. SHORT-TERM RENTALS

§ 126.1-1. Purpose.

The Town Board of the Town of Beekman has determined it is in the best interest of the Town and its residents to regulate short-term rentals. The Town Board recognizes the benefits of short-term rentals to allow homeowners to supplement their income to defray the cost of housing and to provide lodging for visitors to the Town. However, to protect the health, safety and welfare of the Town and its residents, it is necessary to restrict the rental of dwelling units for terms shorter than 30 consecutive days because such use has the potential to negatively impact residential neighborhoods by allowing what are effectively transient lodging uses in buildings and areas where commercial uses may not be permitted. In addition, the presence of short-term rentals also can lead to a reduction in the affordable housing supply by removing dwelling units from the market and driving up demand for the limited remaining housing supply. This can result in fewer available units and increased prices or rents for those units that are available. The Town Board believes that the restrictions and requirements imposed herein further the Town's goals and objectives and promote the protection of the health, safety and welfare of the Town and its residents. This chapter describes procedures and requirements for obtaining a permit for a short-term rental and is intended to operate in conjunction with the regulations of the Town of Beekman Code Chapter 155 entitled "Zoning."

§ 126.1-2. Definitions.

As used in this chapter, the following words shall have the meanings indicated:

PRIMARY RESIDENCE

The domicile and principal dwelling that a person inhabits and resides in for the majority of the year. If title to the property is not held in the name of a natural person, then the following

shall apply: if the property is held in the name of a trust, the person that inhabits the residence must be a grantor or a beneficiary of the trust; if the property is held by an entity other than a trust (corporation, limited liability company, partnership, etc.), the resident must be a majority owner of the entity.

OWNER

Any person having a fee interest in the real property to be used as a short-term rental.

PERSON

A natural person, partnership, corporation, limited liability company, trust, governmental entity or other legal entity.

SHORT-TERM RENTAL

A portion of a single-family dwelling made available for rent or lease, or otherwise assigned, for an occupancy of fewer than 30 consecutive days. The term “short-term rental” does not include the rental or lease, for a period of fewer than 30 days, of the entirety of a single-family dwelling, and does not include dormitories, hotel or motel rooms, bed-and-breakfast establishments, or inns as regulated by the Town of Beekman Zoning Law, and does not include the use of any accessory structure(s) for dwelling purposes. The following are types of short-term rentals:

- (1) Hosted short-term rental. A short-term rental where the property owner is residing in the dwelling overnight with their guest(s).
- (2) Unhosted short-term rental. A short-term rental where the property owner is not present in the dwelling overnight with their guest(s). Unhosted short-term rentals are prohibited within the Town.

§ 126.1-3. Short-Term Rental Permit.

- A. Permit required. It shall be unlawful to use, establish, maintain, operate, rent or lease, or advertise for rent or lease, any property as a short-term rental within the Town of Beekman without first having obtained a short-term rental permit for such purpose in accordance with provisions of this chapter. The failure or refusal to obtain a short-term rental permit prior to the commencement of a short-term rental use shall be deemed a violation of this chapter.
- B. Zoning use authorized. Subject to the conditions set forth in this chapter and in Chapter 155, including §155-39.1, a short-term rental shall be a permitted accessory use to a lawful single-family dwelling.
- C. Advertisement. If a property owner advertises their rental online or in print, the short-term rental permit number issued by the Town must be included in the listing.
- D. Presumptive evidence. The presence or existence of any of the following shall create a rebuttable presumption that a property is being utilized as a short-term rental:
 - (1) The property is offered for lease or rent on a short-term rental website, including but not limited to Airbnb, HomeAway, VRBO or similar websites; or
 - (2) The property is offered for lease or rent by the use of any other advertising mechanism for a period of fewer than thirty (30) consecutive days.

§ 126.1-4. Term of Permit.

A short-term rental permit shall be issued annually and shall expire on the last day of December next succeeding the date of issuance, unless sooner terminated, revoked or suspended. A property owner may apply for renewal for the following calendar year up to 90 days prior to the expiration of the permit, but no later than 30 days prior to such expiration.

§ 126.1-5. Application for permit.

A. Application. An application for a short-term rental permit shall be made to the Building Department on forms provided by the Town and signed by the owner of the property. The form and content of the permit application shall be as determined from time to time by the Town and shall request such information and materials as the Town deems necessary. Such application shall contain, at a minimum, the information required by this chapter, including the following:

- (1) The name, address, e-mail address, and telephone number of the property owner.
- (2) Property information, including:
 - (a) The property address and Tax Parcel ID number;
 - (b) The total number of bedrooms and bathrooms in the dwelling;
 - (c) The total number of bedrooms proposed for short-term rental use;
 - (d) The square footage and ceiling height of bedroom(s) proposed to be used for short-term rental;
 - (e) A sketch indicating the location of each bedroom in the dwelling proposed to be rented, and two means of egress from each such bedroom; and
 - (f) The number of persons (1 or 2) to be accommodated in each short-term rental bedroom.
- (3) Certification that the property is the owner's primary residence. Primary residency shall be verified by one of the following:
 - (a) Proof of receipt of New York State STAR Credit or STAR property tax exemption for the short-term rental property; or
 - (b) A copy of a filed federal or state tax return showing the owner being domiciled at the property address; or
 - (c) Other evidence satisfactory to the Town that the property meets the primary residence criteria.
- (4) Proof of insurance coverage for the short-term rental use.
- (5) A sketch map or photos of the site sufficient to show the location of driveway, the number and location of existing on-site parking spaces, and the number of available on-site parking spaces for the short-term rental. It is not necessary for the sketch map to be prepared by a licensed professional surveyor or engineer.
- (6) A signed and notarized certification in a form acceptable to the Town Attorney by the property owner attesting to the fact that:
 - (a) The property is the applicant's primary residence;

- (b) The applicant will reside in the dwelling during the rental;
 - (c) The property is fit for human habitation and is safe;
 - (d) The applicant will comply with all of the conditions and restrictions of the permit;
 - (e) No portion of the area to be used for the short-term rental will utilize a cellar or attic, or any portion thereof, as habitable space unless it meets the requirements of the New York State Uniform Fire Prevention and Building Code; and
 - (f) The property is in compliance with all of the provisions of this chapter, the applicable provisions of the Town Code, and the New York State Uniform Fire Prevention and Building Code.
- (7) A non-refundable application fee, in accordance with the Schedule of Fees, payable upon application. In no instance shall the filing of an application or the payment of an application fee be construed as permission to operate a short-term rental, or to exonerate the property owner from responsibility for compliance with the building, housing, fire and maintenance requirements of any local, county, state or federal agency having jurisdiction.
- (8) If the owner intends to prepare and serve food to guests, proof of compliance with the licensing requirements administered by the Dutchess County Department of Behavioral and Community Health applicable to bed-and-breakfast establishments.
- (9) Any such other information and/or documentation deemed necessary by the Building Inspector or the Town Board.
- B. Inspection. The property shall be inspected by a Town Building Inspector at the time of the initial application and prior to any permit renewal to determine whether the property is in compliance with this chapter and all other applicable provisions of the Town Code and the New York State Uniform Fire Prevention and Building Code. The Building Inspector will confirm that the short-term rental contains functioning smoke and carbon monoxide detectors in appropriate locations as required by the New York State Uniform Fire Prevention and Building Code, as well as a functioning fire extinguisher, and two safe means of ingress/egress for each rented bedroom. The inspection report shall indicate the number of bedrooms in the dwelling permitted by the certificate of occupancy and/or as permitted by the size of the sanitary sewage disposal system approved for the dwelling by the Dutchess County Department of Behavioral and Community Health. A non-refundable inspection fee shall be payable upon application in accordance with the Schedule of Fees. If the Building Inspector determines that the short-term rental space is not in compliance, any existing permit shall be revoked, and the owner shall cease use of the dwelling unit as a short-term rental until all noncomplying elements have been corrected, as confirmed by re-inspection by the Building Inspector, which shall be subject to an additional fee as set forth in the Schedule of Fees.
- C. Permit Fee. A non-refundable permit fee shall be payable upon issuance of the permit in accordance with the Schedule of Fees.
- D. Duty to amend. If the information submitted as part of the permit application changes at any time after submittal, it is the responsibility of the owner to submit such changes to the Building Department in writing within 30 days of the occurrence of such change. Failure to do so shall be deemed a violation of this chapter.

§ 126.1-6. Renewal of permit.

A short-term rental permit may be renewed by application to the Building Department as in the case of an original permit application as outlined in § 126.1-5 above. All applications for a renewal of a permit shall be filed within the time period outlined in § 126.1-4 above. A permit may only be renewed by the same owner for the same property upon the payment of the requisite fees. In addition to the application and information required pursuant to § 126.1-5 above, for any renewal application, evidence of payment of the Hotel Occupancy Tax required by Dutchess County for the fiscal year covered by the current permit shall be submitted. No permit shall be issued for a renewal until such proof is provided.

§ 126.1-7. Issuance of permit; conditions and restrictions.

- A. Transferability. Only the owner of the property containing a proposed short-term rental may apply for and operate a short-term rental. Short-term rental permits are specific to the designated owner and property, and cannot be transferred to other owners or properties. Any person who purports to transfer a permit, or who uses a permit that has been transferred, shall be in violation of this chapter.
- B. Primary residence. It shall be unlawful for a person to use, establish, maintain operate, rent or lease any property as a short-term rental if the property is not the person's primary residence. The property used as a short-term rental shall be the primary residence of the owner at all times during the term of the permit. A property owner may only operate a short-term rental on one parcel in the Town.
- C. Violations. No short-term rental permit shall be issued to any owner or for any property with an outstanding notice of violation under the Town of Beekman Code, nor to any owner or property with a permit that was suspended or revoked and remains uncured, or that was suspended or revoked two or more times during the two-year period preceding the year applied for.
- D. Authority of Building Inspector. The Building Inspector may issue a permit upon such restrictions and conditions as he/she deems reasonable and necessary under the circumstances.
- E. Conditions and restrictions of permit. All permits issued pursuant to this chapter shall be subject to the following conditions and restrictions, whether or not they are itemized on the permit:
 - (1) Signage. There shall be no signage on the property advertising or identifying any portion of the property as a short-term rental.
 - (2) Residential appearance and character. All outward appearances of the property in which the short-term rental will be located must remain residential in character. A short-term rental shall be conducted in a manner which does not give the outward appearance of a business, does not have commercial-type outdoor lighting, does not infringe on the right of neighboring residents to enjoy the peaceful occupancy of their residential premises, and does not alter the residential character of the property or the neighborhood.
 - (3) Parking. Off-street parking shall be located on the parcel on which the short-term rental is located, and shall be comply with § 155-56 of the Town Code to the satisfaction of the Building Inspector and the Town Board.

- (4) Number of bedrooms. The number of bedrooms used by the residents of the dwelling unit and the short-term rental use shall not exceed the number of bedrooms that are permitted by the certificate of occupancy and/or as permitted by the size of the sanitary sewage disposal system approved for the dwelling by the Dutchess County Department of Behavioral and Community Health.
- (5) Number of guests. No more than two guests per bedroom may be accommodated on any occasion. Children under 5 years of age shall not count towards this maximum.
- (6) Size of bedrooms. Every bedroom in a short-term rental occupied by one (1) person shall contain at least seventy (70) square feet of floor area and every bedroom in a short-term rental occupied by two (2) persons shall contain at least one hundred (100) square feet of floor area. Children under five (5) years of age shall not be included in this calculation.
- (7) Traffic. Traffic attributed to the short-term rental must not result in significant adverse impacts to existing traffic patterns nor create a hazard to pedestrians in the neighborhood.
- (8) Code Compliance. Compliance with the provisions of Chapter 108 (Noise) and Chapter 124 (Sewage Disposal Systems) shall be required.
- (9) Solid Waste. Facilities to handle solid waste, including recycling, shall be made available to short-term rental guests and shall be easily accessible, secure and screened from adjacent properties. Instructions shall comply with (14) below.
- (10) Assembly. It shall be unlawful for a short-term rental property to be utilized by short-term rental guests for any type of assembly. As used in this chapter, assembly shall include, but not be limited to, a wedding; bachelor or bachelorette party; or any similar party, activity or gathering; or a luncheon, banquet, or meeting; or similar activities.
- (11) Meals. No restaurant may be operated, and no meals may be prepared or served to guests other than the rental occupants of the short-term rental. Meals served to permitted occupants of the short-term as in a typical "bed-and-breakfast" are permitted, subject to compliance with the regulations of the Dutchess County Department of Behavioral and Community Health.
- (12) Non-habitable structures. No owner shall offer or use any part of the property not approved for residential use as a short-term rental, including but not limited to a recreational or other vehicle parked on the property, a storage shed, recreation room, trailer, garage, or any temporary structure such as a tent or treehouse.
- (13) Transient recreational use not part of short-term rental use. It shall be unlawful for a property owner to offer for use, rent or lease, or advertise for use, rent or lease, any portion of the residential property, such as pool or hot tub rentals, party or yard rentals, or sport court rentals, to any third-party for transient recreational use separate from a permitted short-term rental use.
- (14) Postings. The property owner shall post a copy of the following in an open and conspicuous place in the rental unit, readily visible to all guests:
 - (a) Short-term rental Permit Number.
 - (b) A copy of Chapter 108 (Noise) of the Town Code.

- (c) A safety/egress plan, which shall be posted on the back of the door of each rented bedroom.
 - (d) A property map (either a survey of the property or a tax map printed from Dutchess County Parcel Access) depicting property boundaries, and a notice to guests not to trespass on neighbors' property.
 - (e) Information identifying the location of easily accessible solid waste and recycling facilities, days and times when garbage is picked up, and any recycling requirements (comingled, single stream, required receptacle, etc.).
- (1) Registry of Guests. The owner of the short-term rental shall maintain a true and accurate registry of the short-term rental use, including the dates and total number of days rented, number of bedrooms rented, and number of short-term rental occupants. Such registry shall be retained for at least three years, and shall be available for inspection by the Town upon request.
 - (2) Hotel Occupancy Tax. The property owner shall be responsible for payment of the Hotel Occupancy Tax to Dutchess County either directly or through Airbnb or other similar websites if applicable, and for collecting and remitting all applicable occupancy and sales taxes required by state and/or County law. Failure to pay all required taxes shall be a violation of this chapter. The Town may transmit permit and registration information to Dutchess County for enforcement purposes.
 - (3) Compliance with applicable laws. The property owner shall comply with all applicable state, federal, and local laws.
 - (4) Conditions and restrictions. It shall be unlawful for a property owner to violate, fail, neglect or refuse to fully comply with any condition, restriction or requirement of the short-term rental permit.
- F. Notification Requirements. The Building Department shall provide a packet of information with each permit summarizing the restrictions, guidelines, and requirements applicable to the short-term rental use. The property owner shall provide a copy of the information packet to the occupant(s) of the short-term rental.

§ 126.1-8. Denial or revocation of application.

- A. Basis for denial. Any application for a short-term rental permit, including the renewal of a permit, may be denied for the reasons set forth in § 126.1-10.
- B. Basis for revocation. Any permit for a short-term rental may be revoked or the reasons set forth in § 126.1-11.
- C. Form of denial or revocation. In the event an application is denied, revoked or suspended, notice of the same shall be given in writing by mail to the applicant at the address shown on the application. If the notice is returned by the Post Office as undeliverable for any reason, as long as it was properly addressed, service of the notice shall be presumed valid.
- D. Notice of denial, revocation or suspension. The notice of denial, revocation or suspension shall set forth the grounds therefor and contain a statement that the applicant may appeal such determination pursuant to § 126.1-12 herein. The notice shall also contain a statement that the

applicant may submit written objections, and any other information the applicant deems advisable or necessary.

§ 126.1-9. Reapplication for a permit.

Once an application has been denied or revoked, no reapplication for a permit or a renewal of the permit shall be accepted for filing until the applicant has remedied the condition(s) that formed the basis for denial or revocation to the satisfaction of the Building Inspector.

§ 126.1-10. Basis for denial of a permit.

An application for the issuance of a short-term rental permit, or renewal thereof, may be denied under the following circumstances:

- A. Failure of the owner to file a full, true and complete application;
- B. Failure of the owner to meet any of the requirements for obtaining a short-term rental permit;
- C. Occupancy of the property or the short-term rental area(s) creates a hazard, public nuisance, or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community as determined by the Building Inspector; or
- D. The property owner had a previous short-term rental permit revoked by the Town.

§ 126.1-11. Revocation of a permit.

The grounds upon which a permit can be revoked shall include but shall not be limited to:

A. Permanent Revocation.

- (1) The permit was issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted as part of the application, including but not limited to the schematic or certification;
- (2) The property owner ceases to be an owner, or fails to continue to occupy the property as a primary residence;
- (3) The Town either has suspended, or is in the process of suspending or revoking, the certificate of occupancy or letter in lieu thereof for the property;
- (4) The use of the property as a short-term rental creates a hazard or public nuisance, threat to public safety or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community, as determined by the Building Inspector;
- (5) The failure by the applicant to comply with, or violation of, the conditions and restrictions of the permit; or
- (6) The failure by the applicant to comply with, or violation of, any federal, state, or local law, regulation or rule.

B. Temporary Revocation/Suspension.

- (1) The receipt by the Town of three (3) or more complaints about the short-term rental use within a thirty-day period shall cause the permit to be revoked for a period of thirty days.

- (2) The receipt by the Town of more than six (6) complaints about the short-term rental use within a forty-five-day period shall cause the permit to be revoked for a period of time to be determined by the Building Inspector, such time to be determined based upon the type and nature of the complaint, the complainant, and the ability to remedy the complaint.

§ 126.1-12. Appeals.

- A. Upon the denial, suspension or revocation of a permit, the applicant may, within 20 business days from the date of the written notice, file a request for a hearing before the Town Board. Such request shall be filed with the Town Clerk. The Town Clerk shall promptly forward a copy of the appeal to the Town Attorney and the Building Inspector for further processing. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. If the notice is returned by the Post Office as undeliverable for any reason, as long as it was properly addressed, service of the notice shall be presumed valid. The hearing shall be scheduled no later than 30 days after the date on which the request was filed.
- B. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall become final.
- C. The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the permit, should be modified or withdrawn. The Building Inspector or his or her designated agent may also give testimony or submit evidence in support of the proposal to deny or revoke the permit. All hearings shall be recorded and may be adjourned by the Town Board upon good cause shown. Upon consideration of the evidence presented, the Town Board shall within fifteen (15) days of the close of the hearing sustain, modify or reverse the decision of the Building Inspector, and the Town Board's decision shall be filed with the town Clerk,
- D. The applicant may file an Article 78 proceeding under the New York Civil Practice Law and Rules challenging the Town Board's decision. The Article 78 proceeding must be filed within 30 days of the filing of the Town Board's decision with the Town Clerk.

§ 126.1-13. Effect of Revocation.

- A. If a permit is revoked, the property owner shall not be eligible to re-apply for a permit for a period of one (1) year from the date of the revocation. Following the one (1) year period, no application for a new permit will be accepted for filing until the applicant has remedied the conditions that formed the basis of the revocation to the satisfaction of the Building Inspector, if applicable. A prior revocation may be a factor in the determination as to whether a new permit will be issued. Once remedied, the applicant will have to apply for a new permit.
- B. Notwithstanding the foregoing paragraph and the provisions of § 126.1-11(B), if an owner moves to a new residence in the Town and provides timely notice to the Town of the same, the failure to continue to occupy the original residence shall not subject the owner to the one-year waiting period.

§ 126.1-14. Violations and Enforcement.

- A. It shall be the duty of the Building Inspector and his or her duly authorized representatives, to enforce the provisions of this Chapter.

- B. Appearance tickets. The individuals identified in Subsection A are authorized to issue appearance tickets as defined in § 150.10 of the Criminal Procedure Law, as well as orders to remedy and notices of violation, to enforce the provisions of this Chapter.
- C. A violation of any provision of this chapter is an offense, punishable as provided for in § 126.1-15.

§ 126.1-15. Penalties for offense(s).

Every person violating any provision of this chapter shall also be subject to a civil penalty as follows:

- A. For the first offense: a civil penalty in a minimum amount of \$350 and a maximum amount of \$500;
- B. For the second and subsequent offenses: a civil penalty in a minimum amount of \$500 and a maximum amount of \$5,000; and
- C. Each violation shall be deemed a separate violation.

SECTION 5. AMENDMENTS TO ARTICLES V AND VIII OF CHAPTER 155 “ZONING” LAW ENTITLED “SUPPLEMENTAL REGULATIONS”

§ 5.1. A new § 155-39.1 is hereby inserted into the Code of the Town of Beekman to read as follows:

§ 155-39.1. Short-term rentals.

- A. Purpose. The purpose of this section, and of chapter 126.1 of the Town Code, is to regulate short-term rentals within the Town of Beekman in a manner that protects the public health, safety, and welfare.
- B. Definitions. As used in this section, the following words shall have the meanings indicated:

PRIMARY RESIDENCE

The domicile and principal dwelling that a person inhabits and resides in for the majority of the year. If title to the property is not held in the name of a natural person, then the following shall apply: if the property is held in the name of a trust, the person that inhabits the residence must be a grantor or a beneficiary of the trust; if the property is held by an entity other than a trust (corporation, limited liability company, partnership, etc.), the resident must be a majority owner of the entity.

OWNER

Any person having a fee interest in the real property to be used as a short-term rental.

PERSON

A natural person, partnership, corporation, limited liability company, trust, governmental entity or other legal entity.

SHORT-TERM RENTAL

A portion of a single-family dwelling made available for rent or lease, or otherwise assigned, for an occupancy of fewer than 30 consecutive days. The term “short-term rental” does not

include the rental or lease, for a period of fewer than 30 days, of the entirety of a single-family dwelling, and does not include dormitories, hotel or motel rooms, bed-and-breakfast establishments, or inns as regulated by the Town of Beekman Zoning Law, and does not include the use of any accessory structure(s) for dwelling purposes. The following are types of short-term rentals:

(1) Hosted short-term rental. A short-term rental where the property owner is residing in the dwelling overnight with their guest(s).

(2) Unhosted short-term rental. A short-term rental where the property owner is not present in the dwelling overnight with their guest(s). Unhosted short-term rentals are prohibited within the Town.

C. Subject to the requirements set forth in this section, short-term rentals shall be permitted as follows:

(1) A short-term rental shall only be permitted as an accessory use to a single-family dwelling.

(2) The single-family dwelling shall be the primary residence of the property owner.

(3) A property owner may only operate a short-term rental on one parcel in the Town.

(4) A short-term rental shall only be permitted within a principal building, not an accessory building.

(5) A short-term rental shall not be permitted on the same lot as an accessory dwelling unit or a home occupation.

(6) Zoning districts. Hosted short-term rental shall be permitted in any single-family dwelling in all zoning districts within the Town of Beekman.

§ 5.2. Section 155-56(A)(1) of the Code of the Town of Beekman is hereby amended by the addition of the following new use and minimum required off-street parking standard at the end of the existing list:

Short-term rental	1 per guest room/bedroom available for rent
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SECTION 6. EFFECTIVE DATE

This local law shall take effect immediately upon the filing in the office of the Secretary of State as provided in Section 27 of the Municipal Home Rule Law, or as soon as permissible thereafter.

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

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. 1 (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.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Adoption of Town of Beekman Local Law re: Fees and Penalties		
Project Location (describe, and attach a general location map): None - Administrative only - applies to fees charged by the Town		
Brief Description of Proposed Action (include purpose or need): The Town Board of the Town of Beekman is considering the adoption of a local law removing specific fees and penalties from its Town Code, including its Zoning Code, and placing the same in a Schedule of Fees which may be amended from time to time by resolution of the Town Board without the need to enact a local law. Because the proposed local law is purely administrative, it is not anticipated to have any environmental effect, other than saving municipal time and money when fees or penalties are sought to be changed. The adoption of the proposed Local Law is a Type II action under SEQR.		
Name of Applicant/Sponsor: Town Board of the Town of Beekman, Attn: Town Clerk	Telephone: 1 (845) 724-5300 Ext 221	
	E-Mail: townclerk@townofbeekmanny.us	
Address: Town Hall, 4 Main Street		
City/PO: Poughquag	State: NY	Zip Code: 12570
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board - adoption of local law	8/9/22
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Applicable throughout the Town; all zoning classifications, but administratively only

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Arlington Central School District

b. What police or other public protection forces serve the project site?
Dutchess County Sheriff's Office and New York State Police

c. Which fire protection and emergency medical services serve the project site?
The Beekman Fire District, which includes Beekman Rescue, and M Star

d. What parks serve the project site?
The Town is served by Beyer Park, Doherty Park, Recreation Park and Town Center Park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend

Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

- i. If Yes: acreage(s) on project site? _____
- ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Laureen Abbatantu Date August 9, 2022

Signature _____ Title Town of Beekman Town Clerk

PRINT FORM



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

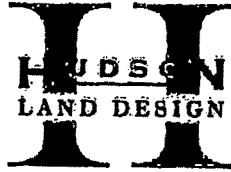
Poughquag NY 12570

 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,

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 #4 with Continuation Sheets
Certified Payroll
Partial Releases (Barone, Forno)



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 "Daniel G. 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)

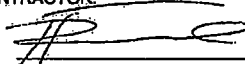
CONTRACTOR'S APPLICATION FOR PAYMENT

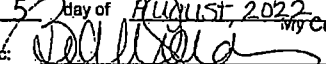
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

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)	\$	

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

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:  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: 
 My Commission expires: 2/11/2026

Beth Golden
 Notary Public New York
 Reg. No. 01GO6216912
 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.

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 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)			
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	
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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.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No. 1235-0008	
Sport-Tech Construction Corp.		410 Route 22 Brewster, NY 10609		Expires: 07/31/2024	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
1	08/07/2022	Beekman Recreation Baseball Field 1 31 Recreation Road, Hopewell Junction, NY 12533		RFP: 2022-0113-1	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF MULTIPLE EMPLOYERS	(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	
			Mon	Tue	Wed	Thurs	Fri	Sat	Sun				FICA	WITH- HOLDING TAX	Medicare	NYS Tax	OTHER		TOTAL DEDUCTIONS
			8/1	8/2	8/3	8/4	8/5	8/6	8/7										
Enrique Acosta - 2808 118 Palmer Avenue Apt. 10 Mamaroneck, NY 10543	0	Laborer	o								\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
			a	8:00	8:00					16.00	44.50								26.90
Juan Acosta - 2265 118 Palmer Avenue Apt. 10 Mamaroneck, NY 10543	0	Laborer	o								\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
			a	8:00	8:00					16.00	44.50								26.90
Victor Acosta - 4635 430 Fayette Avenue #2 Mamaroneck, NY 10543	0	Laborer	o								\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
			a	8:00	8:00					16.00	44.50								26.90
John O'Connor - 8490 55 Mill Plain Road, Unit 32-11 Danbury, CT 06811	0	Laborer	o								\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
			a	8:00	8:00					16.00	44.50								26.90
Bayron Sarf-Chapa-1945 45 Starr Avenue Danbury, CT 06811	0	Laborer	o								\$1,142.40	\$112.25	\$70.83	\$16.56	\$53.81	\$5.84	\$259.29	\$883.11	
			a	8:00	8:00					16.00	44.50								26.90

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 25 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

(over)

Date August 5, 2022

Katherine Bicarì 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 Town of Stanford-Recreation Park Improvement (Contractor or Subcontractor) (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. 949, 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
Katherine Bicarì, Office Manager

SIGNATURE
Katherine Bicarì

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.

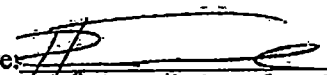
The **UNDERSIGNED** hereby releases the Contractor/Subcontractor listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional 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.

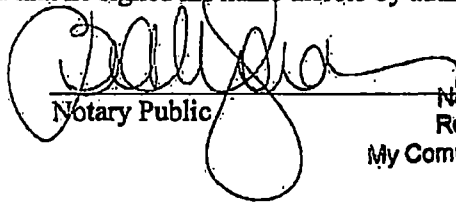
CONTRACTOR/SUBCONTRACTOR:

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

WBE certified company

May 6, 2022

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
atlantictesting.com

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 75µm (#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

Marijean B. Remington, CEO
Printed Name and Title

Date

Signature

Printed Name and Title

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

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 1/2) 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 'Doug 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@eforgroup.com

July 26, 2022



6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TE 800.543.7556
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 | • Town of Ithaca |
| • County of Chemung | • Town of LeRoy |
| • County of Delaware | • Town of Lumberland |
| • County of Lewis | • Town of Mamaroneck |
| • County of Orleans | • Town of Mexico |
| • County of Saratoga | • Town of Plattsburgh |
| • County of Washington | • Town of Southeast |
| • City of Beacon | • Town of Spencer |
| • City of Destit | • Town of Ulster |
| • City of Fulton | • Town of Union |
| • City of Lackawanna | • Village of Cold Spring |
| • City of Niagara Falls | • Village of Delhi |
| • City of Port Richey | • Village of Heuvelton |
| • Town of Beekman | • Village of Lewiston |
| • Town of Cortlandt | • Village of Montebello |
| • Town of Elmira | • Village of Newark |
| • Town of Erwin | • Village of South Glens Falls |
| • Town of Fishkill | • Village of Youngstown |
| • Town of Gates | • Borough of Sayre |
| • Town of German Flatts | • Borough of South Waverly |
| • Town of Grand Island | |

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", written in a cursive style.

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 Palz 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)		\$408,417.50
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

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.

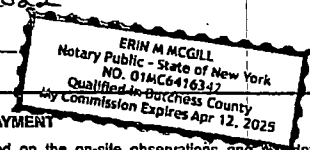
AMOUNT CERTIFIED: \$62,298.00

(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

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J 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	\$23,280.00	\$16,112.50	\$2,325.00	\$0.00	\$17,437.50	75.00%	\$6,812.50	\$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	\$2,080.00
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	85.00%	\$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:			\$594,600.00	\$329,287.50	\$86,625.00	\$0.00	\$395,912.50	66.50%	\$198,687.50	\$39,691.25

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	PCCO#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	PCCO#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	PCCO#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#006								
51.1	PCCO#006								
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	PCCO#007								
52.1.1	Auto Operator	\$9,004.00	\$0.00	\$2,001.00	\$0.00	\$2,001.00	25.00%	\$6,003.00	\$200.10
53	PCCO#008								
53.1	PCCO#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

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
			HOURS WORKED EACH DAY										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-5084		Carpenter									39.04								
Jackson, Keith - 029 xxx-xx-8277		Laborer			1.00	1.00			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			1.00	1.00	1.00	1.00	32.00	39.04	\$62.25	\$1,249.28	\$95.57	\$160.77	\$60.66	\$6.98	\$152.96	\$476.04	\$772.34
Boccard, James - 025 xxx-xx-3092		Carpenter									39.04								
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter			1.00	1.00			16.00	41.50	\$62.25	\$664.00	\$126.99	\$236.12	\$94.07	\$9.08	\$138.00	\$604.26	\$1,055.74
Simmons, Caine - 19315798 xxx-xx-1998		Carpenter									39.04								
Chmielnik, Brian - 19315792 xxx-xx-5822		Carpenter - 3rd Year Apprentice									29.98	\$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(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 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
(Contractor or Subcontractor)

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

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, 63 Stat. 108, 72 Stat. 887; 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.

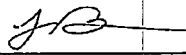
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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)



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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 06/11/2022	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) 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		
			OT OR ST.	S	M	T	W	Th	F				S	FICA	WITH- HOLDING TAX	NY Tax	NY Disability		OTHER	TOTAL DEDUCTIONS
				6/5	6/6	6/7	6/8	6/9	6/10				6/11							
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	40.40	\$58.50	\$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	\$58.56	\$1,292.80	\$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	\$58.56	\$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	\$62.25								
Simmons, Calne - 19315798 xxx-xx-1996		Carpenter									39.04									
Chmielek, Brian - 19315792 xxx-xx-5622		Carpenter - 3rd Year Apprentice									29.98	\$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(e). 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

(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.

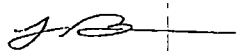
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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
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		PROJECT OR CONTRACT NO.	
Barone Construction Group, Inc.		P.O. Box 876 Highland, NY 12528		Town Hall ADA Improvements	
PAYROLL NO. 012	FOR WEEK ENDING 06/18/2022	PROJECT AND LOCATION Town of Beekman 4 Main St.			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING DESCRIPTIONS	(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	
			DT. OR ST.										FICA	WITH- HOLDING TAX	NY Tax	NY Disability	OTHER		TOTAL DEDUCTIONS
			S 6/13	M 6/13	T 6/14	W 6/15	Th 6/16	F 6/17	S 6/18										
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-8277		Laborer									\$58.50								
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter									\$1,249.28								
				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									\$58.56								
											39.04								
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter									\$62.25								
											41.50								
Simmons, Calne - 19315798 xxx-xx-1996		Carpenter																	
											39.04								
Chmelnik, Brian - 19315792 xxx-xx-5622		Carpenter - 3rd Year Apprentice									\$44.97								
											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

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 06-22-2022

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 (48 Stat. 948, 63 Stat. 108, 72 Stat. 867; 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.

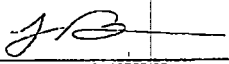
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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 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 OR CONTRACT NO. Town Hall ADA Improvements
PROJECT AND LOCATION Town of Beekman 4 Main St.		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(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	
			DT. CRSTL.										FICA	WITH- HOLDING TAX	NY Tax	NY Disability	OTHER		TOTAL DEDUCTIONS
			S 06/29	M 6/27	T 6/28	W 6/29	Th 6/30	F 7/01	S 7/02										
Phillips II, Thomas J - 001 xxx-xx-0772		Carpenter									45.04								
Dube, Michael - 19315795 xxx-xx-5064		Carpenter									39.04								
Jackson, Kelth - 029 xxx-xx-6277		Laborer									\$58.50								
											39.00								
Ritte, Michael - 19315789 xxx-xx-4862		Carpenter									\$315.84								
										9.00	8.00	39.48	\$120.81	\$233.35	\$79.96	\$8.67	\$191.20	\$633.99	\$945.21
Boccard, James - 025 xxx-xx-3092		Carpenter									\$58.56								
											39.04								
Lewis, Anthony - 19315794 xxx-xx-0174		Carpenter									\$62.25								
											41.50								
Simmons, Calne - 19315798 xxx-xx-1996		Carpenter																	
											39.04								
Chmielek, Brian - 19315792 xxx-xx-5822		Carpenter - 3rd Year Apprentice									\$44.97								
											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, 5.6(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. § 5.5(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

(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 (48 Stat. 949, 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.

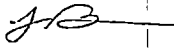
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- 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)

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	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.			
				06/02	06/03	06/04	06/05	06/06	06/07	06/08				HOURS WORKED EACH DAY									
Kevin Azzaro Po Box 501 Hughson/Isle, NY 12537 xxx-xx-8185	0	Glazier Journeymen LU 1087	O	0	0	0	0	0	0	0	0	0	69.39	478.72									
			S	0	0	0	0	0	0	0	8	8	8	69.59	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-2108	0	Glazier Journeymen LU 1087	O	0	0	0	0	0	0	0	0	0	96.89	816.72									
			S	0	0	0	0	0	0	0	8	8	8	84.58	2604.04	189.21	404.31	154.86	0.00	528.43	1266.81	1317.23	
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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 33602, 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 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

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. 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 06/15/2022	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	Wo				FICA	WITH- HOLDING TAX	STATE TAX	LOCAL TAX	OTHER		TOTAL DED.	
			06/09	06/10	06/11	06/12	06/13	06/14	06/15				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, 5.6(e). 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(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 3502, 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 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

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. 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 (GRAFT)	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.



Rev. Dec 2008

OMB No.: 1235-0008

Expires: 07/31/2024

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. 8	FOR WEEK ENDING 08/22/2022	PROJECT AND LOCATION Beekman Town Hall Town of Beekman Town Hall	PROJECT OR CONTRACT NO.
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(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.
				08/19	08/17	08/18	08/19	08/20	08/21	08/22				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)(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 83502, 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 18 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

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. 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

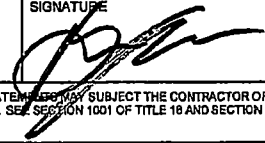
EXCEPTION (CRAFT)	EXPLANATION

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.



U.S. Wage and Hour Division
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.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
9	06/29/2022	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.				
			06/23	06/24	06/25	06/26	06/27	06/28	06/29				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, 5.5 (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 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 83502, 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. 10	FOR WEEK ENDING 07/06/2022	PROJECT AND LOCATION Beekman Town Hall Town of Beekman Town Hall	PROJECT OR CONTRACT NO.
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(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.
				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									/								
			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, 6.6(e). 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 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 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

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. 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

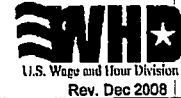
SIGNATURE

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)
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.
11	07/13/2022	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.
			07/07	07/08	07/09	07/10	07/11	07/12	07/13				HOURS WORKED EACH DAY						
No Work Performed.											/								
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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, 6.5(1). 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(1)(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 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
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. 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

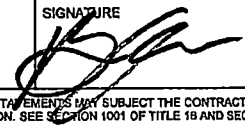
EXCEPTION (CRAFT)	EXPLANATION

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
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.																			

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 (e). 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 employe 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 08/06/2022
 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
 (Building or Work); that during the payroll period commencing

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;
 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:

(e) 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

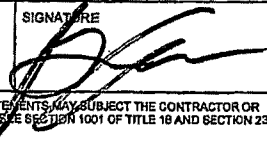
-Each laborer or mechanic listed in the above referenced payroll has been paid,
 as indicated on the payroll, an amount not less than the sum of the applicable
 basic hourly wage rate plus the amount of the required fringe benefits as listed
 in the contract, except as noted in section 4(c) below.

(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 OR SUBCONTRACTOR ADDRESS
 Fomo Enterprises, Inc. 9330 County Highway 27 PO Box 220 Trout Creek, NY 13847
 OMB No.: 1235-0008
 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.																			

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. §§ 33, 5.61 (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. § 5.61(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 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.



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.	
Fomo Enterprises, Inc.		9330 County Highway 27 PO Box 220 Trout Creek, NY 13847			
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION			
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	(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.
			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. § 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 08/05/2022

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

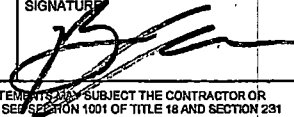
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Brian Albanese
President

SIGNATURE



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.

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. 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.

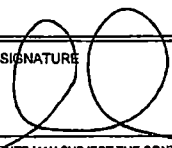
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-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 Donald Veith 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.

Rev. Dec 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS	OMB No.: 1235-0008
Velth 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	06/26/2022	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	O T H E R	(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								
Denls J. Brophy 38 Terwilliger Rd. Hyde PARK, ny 12538 xxx-xx-7292	1	PW Elect Dutchess/Ulster/Sullivan van	O	0	0	0	0	0	0	0	0	105.38	1145.21									
			S	7.5	0	0	0	7	0	0	14.5	78.98	1145.21	87.61	131.08	54.57	0.00	0.00	273.24	87.07		
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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 employes 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 26 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.

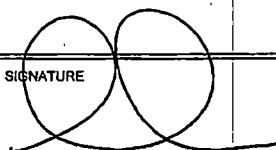
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-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 
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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.

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 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.

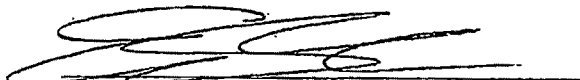
IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 4th day of August, 2022.

CONTRACTOR/SUBCONTRACTOR:

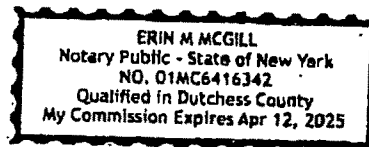
Signature: [Handwritten Signature]
Print Name: Joseph Barone
Title: President

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



CONTRACTOR/SUBCONTRACTOR
PARTIAL RELEASE AND LIEN WAIVER

Date: August 3, 2022
Project: Town of Beekman Town Hall
Accessibility Improvement Plan
Address: 4 Main Street
City: Poughquag, New York 12570
County: Dutchess
State: New York
Owner: Town of Beekman
Contractor: Forno Enterprises, Inc.

Contract Date:	<u>9/3/2021</u>
Contract Price:	<u>\$119,500.00</u>
Net Extras & Deductions:	<u>\$11,252.56</u>
Adjusted Contract Price:	<u>\$130,752.56</u>
Amount Previously Paid:	<u>4,275.00</u>
Current Payment Due:	<u>\$7,542.50</u>
Balance Due:	<u>\$8,935.06</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.

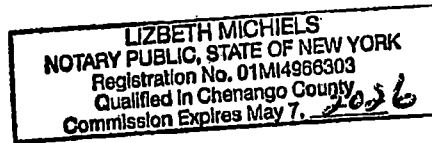
CONTRACTOR/SUBCONTRACTOR:

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



RULES FOR PUBLIC COMMENT PERIODS AT TOWN BOARD MEETINGS

The presiding officer shall have, to the fullest extent provided by New York State law, the sole authority to regulate public comment at any meeting as s/he, in his/her sole discretion, shall see fit, including, but not limited to, the authority to set priority for topics of comment and to declare any person to be out of order for failure to follow his or her directives in this regard. In governing the meeting and regulating public comment the presiding officer shall consider, but shall not be strictly bound by the following guidelines:

- A. The public shall be allowed to speak during the period of the meeting designated as "Public Comment" or as such other time as a majority of the Town Board shall suspend these rules, or at a duly called public hearing, or any other time required by state law or the Town Code of the Town of Beekman. Speakers must sign-in and provide their name, address and organization they represent, if applicable. Speakers must be recognized by the presiding officer. During the segment of the meeting designated "Public Comment", speakers shall limit their remarks to three minutes and will be advised by the presiding officer when three minutes have expired. Speakers are requested to conclude their remarks at that time. "Public Comment" is intended to afford persons an opportunity to express opinions on items on the Town Board agenda or general public comment periods. No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speakers identity or because of any disagreement with the content of relevant testimony.
- B. All remarks shall be addressed to the Town Board as a body and not to any member thereof. Speakers shall observe the rules of decorum set forth in Subsection C below. Interested parties or their representatives may address the Town Board by written communications. Written communications shall be delivered to the Town Clerk.
- C. Rules of decorum
 1. Purposes of rules of decorum.
 - a. To ensure that meetings of the Town Board are conducted in a way that allows the business of the Town to be effectively undertaken.
 - b. To ensure that members of the public who attend meetings of the Town Board can be heard in a fair, impartial manner.
 - c. To ensure that meetings of the Town Board are conducted in a way which is open to all viewpoints and which is protective of the content of each speaker's speech and expression, yet is free from abusive, distracting or intimidating behavior.
 - d. To ensure that these rules of decorum are understood by persons attending Town Board meetings.
 - e. To ban egregious, inappropriate, and obstructive behavior at meetings of the Town Board.
 2. Rules for the Speaker.
 - a. The speaker shall conduct himself or herself in a professional and respectful manner.

- b. All remarks shall be directed to the Town Board, and not at Town staff or the public in attendance.
 - c. The speaker shall not defame, intimidate, make personal affronts, make threats of violence, or use profanity.
3. Rules for the public. Members of the public in the audience shall not engage in any of the following activities during a Town Board meeting:
 - a. Shouting, Clapping, unruly behavior, distracting side conversations, or speaking out.
 - b. Defamation, intimidation, personal affronts, threats of violence, or profanity.
 - c. Behavior that disrupts the orderly conduct of the meeting.
4. Persons Authorized to be approach dais. No person except members of the Town Board and Town Staff shall be permitted to approach the dais without the consent of the presiding officer.
5. Enforcement of rules of decorum.
 - a. Upon a violation of these rules of decorum, the presiding officer shall request the person or persons violating a rule or rules to cease the violation.
 - b. If a violation continues, the presiding officer warns the person(s) that he/she may be required to leave the meeting room if a violation continues.
 - c. If the person or persons does not cease the violation(s) the presiding officer shall declare the person out of order at which time the person or persons will be ordered to leave the meeting room by the presiding officer.