

Dated: March 22, 2022 BEEKMAN TOWN BOARD MEETING- Meeting of the Beekman Town Board was called to order at 7:00PM with Supervisor Mary Covucci presiding, all in favor AYE. The Meeting was held at the Beekman Recreation Community Center. THOSE PRESENT: SUPERVISOR MARY COVUCCI, COUNCILMAN PHILLIP CAPALBO, COUNCILMAN WERNER STIEGLER, COUNCILMAN EZIO BATTAGLINI. Supervisor Mary Covucci began the Meeting with the Pledge of Allegiance and a Moment of Silence in Honor of our troops who have served and those currently serving. Supervisor Covucci pointed out the Emergency Exits.

Supervisor Comments: Went over the AGENDA items for this evening. Provided estimates that were given by 3 Landscaping companies for mowing, (see attached).

Written Comments: None

Public Comments: NONE

Public Comments on Agenda Items: Bill Craine, 254 Gardner Hollow Road, RESOLUTION NO: 03:22:22-4 RE: AGREEMENT FOR MOWING OF TOWN PROPERTIES, when mowing please be considerate of clover patches the clover is significant to the bee's.

General Board Comments: NONE

SUPERVISOR COVUCCI MADE A MOTION at 7:13PM TO GO INTO EXECUTIVE SESSION, SECONDED BY COUNCILMAN STIEGLER, all in favor, AYE. 8:19PM SUPERVISOR COVUCCI CALLED THE TOWN BOARD MEETING BACK INTO ORDER, SECONDED BY COUNCILMAN STIEGLER, all in favor, AYE. SUPERVISOR COVUCCI made a motion to pass a RESOLUTION FOR JSM UPSTATE PROPERTIES, INC. to grant conditional subdivision approval for the creation of sixteen (16) residential building lots to the Alaina Estates Subdivision, SECONDED BY COUNCILMAN STIEGLER, all in favor, AYE. Motion was made by Supervisor Covucci to close the Town Board meeting at 8:21PM, SECONDED BY COUNCILMAN STIEGLER All in Favor, AYE. RESPECTFULLY SUBMITTED by Town Clerk Laureen Abbatantuono March 23, 2022.

*Laureen Abbatantuono*

**BEEKMAN TOWN BOARD  
TOWN BOARD MEETING AGENDA  
MARCH 22, 2022**

**7:00 PM**

- Meeting called to order
- Pledge of Allegiance
- Administrative Announcement--Fire Exits

**TOWN BOARD MEETING**

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

**RESOLUTIONS**

1. Approval of March 8, 2022 Minutes
2. Set Escrow for Mid Hudson Apartments LLC
3. Approve Town of Beekman Budget Revision 2022-#02
4. Accept Agreement for Mowing Town Properties
5. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments - 3 Minute Limit
- **Executive Session**
- **Next Regular Town Board Meeting: Tuesday, April 12, 2022 at 7:00 PM**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTIONS MAY NOT  
HAVE BEEN AVAILABLE AT TIME OF  
PUBLICATION**

**RESOLUTION 03:22:22 - 1**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 8, 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 adopts the minutes of the March 8, 2022 Town Board Meeting.

**Introduced:      COUNCILMAN STIEGLER**

**Seconded:        COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Capalbo	<b>AYE</b>
Councilwoman Woehrman	<b>ABSENT</b>
Supervisor Covucci	<b>AYE</b>

Dated: March 22, 2022

**RESOLUTION NO. 03:22:22 – 2**  
**RE: RESOLUTION SETTING ESCROW IN CONNECTION WITH**  
**POUGHQUAG HAMLET APARTMENTS**

**WHEREAS**, Mid Hudson Apartments, LLC posted a Stormwater Management Cash Bond Agreement secured by a Cash Deposit in the amount of \$10,000 simultaneously with a Stormwater Control Facility Maintenance Agreement, which was a requirement of a Resolution of Conditional Final Site Plan Approval issued on April 19, 2007; and

**WHEREAS**, the applicant/owner has requested the release of the \$10,000 Cash Bond inasmuch as it has been over 12 years since the Cash Bond was posted and the stormwater facility has been certified as operating as designed and maintained by the parcel owner as described on the site plan and in the maintenance agreement; and

**WHEREAS**, Stormwater Regulations require the Town to ensure that the stormwater facilities are properly maintained in the future; and

**WHEREAS**, after review by the Town Engineer and the Town Attorney, it has been determined that the Cash Bond in the amount of \$10,000 can be released upon the acceptance of a new maintenance agreement; and

**WHEREAS**, the preparation of a new maintenance agreement requires the review of the Town Engineer and the Town Attorney and it is appropriate to require the applicant/owner to fund an escrow account to reimburse the Town for the services of its professionals.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the applicant/owner shall pay to the Town of Beekman the sum of \$2,000 which shall be held in escrow to pay for the services of the Town Engineer and Town Attorney for the preparation and review of a new maintenance agreement and any other associated documents or resolutions; and be it further

**RESOLVED**, that any unused portion of the escrow shall be returned to the applicant/owner; and be it further

**RESOLVED**, upon the posting of the escrow, the Town Engineer and Town Attorney is directed to cause the preparation of a new stormwater maintenance agreement and present it to the applicant/owner for review and signature; and be it further

**RESOLVED**, that Mid Hudson Apartments, LLC shall retain a licensed professional engineer to prepare an inspection of the stormwater facility for review and acceptance by the Town Engineer prior to acceptance of the new stormwater maintenance

agreement, and will allow the Town Engineer to enter the premises to confirm the results of the engineer's inspection report; and be it further

**RESOLVED**, that Mid Hudson Apartments, LLC shall retain a licensed professional engineer to prepare an operation and maintenance manual that will be an attachment the new stormwater maintenance agreement for review and acceptance by the Town Engineer; and be it further

**RESOLVED**, that upon the acceptance of a new stormwater maintenance agreement by the Town Board, the previous Stormwater Management Cash Bond Agreement secured by a Cash Deposit in the amount of \$10,000 and the Stormwater Control Facility Maintenance Agreement can be released to the applicant/owner.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN STIEGLER**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Capalbo	<b>AYE</b>
Councilwoman Woehrman	<b>ABSENT</b>
Supervisor Covucci	<b>AYE</b>

Dated: March 22, 2022

**RESOLUTION 03:22:22 -3**  
**RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2022-02**

**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 2022-02

**Budget Revisions for Year 2022 # 2022-02**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b><u>General Fund</u></b>				
2022-02-01	A-1110-0107	Court Other Comp	750	
	A-7110-0103	Parks Overtime	1,000	
	A-1110-0102	Court Longevity		750
	A-7110-0102	Parks Longevity		1,000
		-Reclass Excess Appropriations		
2022-02-02	A-1110-0112	Court Part Time STAFF	10,000	
	A-1110-0101	Court STAFF		10,000
		Reclass for Part Time STAFF		
2022-02-03	A-1220-0414	Supervisor Cell Phone Expense	250	
	A-1220-0400	Supervisor Office Expense		250
		Transfer for Cell Phone Expense		
2022-02-04	A-1315-0460	Finance Computer Service	1,175	
	A-1990-0400	Contingent Account		1,175
		Transfer for Computer Contract		
2022-02-05	A-1420-0410 *	Legal Defense Expense	5,000	
	A-1420-0440	Labor Counsel	4,000	
	A-1990-0900	Contingent Account		9,000
		-Transfer for New Legal Services		
2022-02-06	A-1430-0400	Payroll Expense	4,800	
	A-1990-0400	Contingent Account		4,800
		-New Budget for Payroll Processing Fees		

2022-02-07	A-1910-0410	Insurance Expense	3,266	
	A-1910-0400	Insurance Premiums		3,266
		-Reclass Budget Excess		
2022-02-08	A-1989-0400	Other Expense	5,025	
	A-1990-0400	Contingent Account		5,025
		-Transfer for Bank Fees		

#### **Highway Fund**

2022-02-09	DA-5112-0200	CHIPS Improvements	81,671	
	DA-0000-3501	CHIPS Aid	81,671	
		-Record State Aid carryover 64,212 and additional Aid 17,359		
2022-02-10	DA-9950-0900	Transfer to Capital Fund	2,640	
	DA-9030-0800	Social Security		2,640
		-Provide for BAN Interest Expense		

#### **Water Fund**

2022-02-11	SW-9950-0900	Transfer to Capital Fund	1,640	
	SW-8340-0480	Other Expense		1,640
		-Provide for BAN Interest Expense		

#### **Capital Fund**

2022-02-12	H-1620-0440	Town Hall Project Engineering	9,967	
	H-1620-0500	Building Improvements	70,000	
	H-0000-3097	State Aid	79,967	
		-Update for Possible Project State Aid		

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN CAPALBO**

#### **ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Capalbo	<b>AYE</b>
Councilwoman Wohrman	<b>ABSENT</b>
Supervisor Covucci	<b>AYE</b>

**Dated: March 22, 2022**

**RESOLUTION NO. 03:22:22 - 4**  
**RE: AGREEMENT FOR MOWING OF TOWN PROPERTIES**

**WHEREAS**, the Town of Beekman is in need of lawn service in order to adequately maintain the Town's property; and

**WHEREAS**, the Town of Beekman has solicited quotes in conformity with its purchasing policy and has determined that the quote from Neave Landscaping Inc. is in the best interest of the Town; and

**WHEREAS**, monies for this purpose were included in the 2022 Budget;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby accept the Quote from Neave Landscaping, Inc. for mowing of specified properties for approximately 28 times during the growing season in the amount of \$31,276, with a three year renewal option; and be it further

**RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute the agreement with Neave Landscaping, Inc.

**Introduced:        COUNCILMAN CAPALBO**

**Seconded:         COUNCILMAN STIEGLER**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Capalbo	<b>AYE</b>
Councilwoman Woehrman	<b>ABSENT</b>
Supervisor Covucci	<b>AYE</b>

Dated: March 22, 2022



**RESOLUTION NO. 03:22:22 - 5**  
**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	\$ 317,544.38
Claims to be paid from the DA-Highway Fund	\$ 97,584.85
Claims to be paid from the SS- Dover Ridge Sewer	\$ 3,211.77
Claims to be paid from the SW- Dover Ridge Water	\$ 7,283.33
Claims to be paid from the T-Trust & Agency Fund	\$ 3,831.86
Claims to be paid from the H-Capital Fund	\$ 350.00
	<u>\$ 429,806.19</u>

**03/17/2022 Payroll #06**

General Fund	\$ 32,309.15
Highway Fund	\$ 25,796.28
	<u>\$ 58,105.43</u>

**Introduced: COUNCILMAN STIEGLER**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Stiegler	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Capalbo	<b>AYE</b>
Councilwoman Wohrman	<b>ABSENT</b>
Supervisor Covucci	<b>AYE</b>

Dated: March 22, 2022

Hudson Valley (845) 463-0592  
Westchester (914) 271-7996  
Connecticut (203) 212-4800  
New Jersey (201) 591-4570

Federal Employer ID # 14-1669051  
NY Dept Agriculture # 134214  
DEC Pesticide # 05384



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outdoor solutions

NY Pesticide # C3871666  
Putnam License # PC-2024  
Westchester License # WC-11097-H00  
Rockland # H-11916-18-20-26  
Connecticut License # HIC.570242 CT  
Pesticide # B-3200CT  
CT Spa & Pool PLM.0287234-SP1  
Plumbing & Piping PLM.0282676-J3  
New Jersey HIC # 13VH07572800  
New Jersey Pesticide # 91298B  
New Jersey Irrigation LIC 719788

March 21, 2022

Mary Covucci  
4 Main Street  
Poughquag, NY 12570

**Service Site:**

Town of Beekman  
CPM 2022  
4 Main Street  
Poughquag, NY 12570

Thank you for choosing **Neave Group Outdoor Solutions** for your Property Maintenance needs for 2022.

Work shall begin in late March or Early April and shall continue through approximately November 30th, depending on which services have been selected (see below categories for specific service time frames), weather conditions and optimal schedule for turf or plant health.

This contract does not include additional charges due to debris removal or damage from high winds, hurricanes, tornado's, snowstorms, irregular weather patterns, drought conditions, or anything else beyond our control. All costs and charges involved in the correction of said conditions will be additional agreed upon between client and company prior to performing any work.

In the event of uncontrollable weather-related circumstances, all contractual work will be rescheduled and finished in an expeditious manner within constraints of weather conditions. All payments for contractual work are deemed payable as per contract guidelines.

Please review this agreement, then sign and date to activate your program for this year.

Owner acknowledges that there may be an inherent risk in applying pesticides and that the enclosed warning labels were read and said risk(s) understood.

If you have any concerns, one of our specialists will be happy to review them and answer any questions, just give us a call.

## **Landscape Maintenance**

### **Weekly Lawn & Landscape Care**

- Mowing will occur weekly for approximately 28 instances. Weekly exceptions will be made in cases of severe weather or for the health of the turf.
- All clippings on driveway/roadways, patios and walkways will be blown clean at completion of each visit.
- Turf will be cut to the proper seasonal height depending on weather conditions. All cut clippings will be recycled to prevent clumping upon each visit to obtain optimal health of the turf.
- All curb and bed trimming will be maintained weekly to maintain a neat and clean appearance.
- All walks, curb edges, roadways, shrub, and tree beds will be weeded to maintain a neat and clean appearance.
- A post-emergent non-selective herbicide will be used in planting beds in conjunction with mechanical weeding.
- Defoliated leaves will be removed from plant beds and mulched into the lawn.

Contract Sub Total \$31,276.00

Sales Tax 0.000% \$0.00

Contract Total with sales tax	\$31,276.00
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### Agreement

I, as owner or authorized representative of said property, have fully read and understand the above prices, charges and specifications. By executing this Agreement, Customer acknowledges receipt of the Terms and Conditions annexed as the final pages to this Agreement. Customer has read and understood the Terms and Conditions and agrees that they are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein.

They are all hereby accepted, and I authorize Neave Landscaping, Inc. (herein and after as "Neave") and all of its agents to perform work as specified. Payment will be made as outlined per payment schedule on the following page.

Please sign that you have received and read Neave's Terms and Conditions and are aware that the labels and MSDS sheets for all chemicals are available at [www.neavegroup.com/labels](http://www.neavegroup.com/labels) and/or upon request.

Mary B. Covucci  
Mary Covucci

Date: 3-23-22

845-674-3379

914-475-2627

Home Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Work Number: 845-724-5300  
ext. 225

Email: Supervisor@townofbeekman ny.us

Preferred Method of Communication (please circle): Home | Cell | Work | Text | E-Mail

Date: \_\_\_\_\_

Mario Colantuono

Neave Group Outdoor Solutions

New York Customers: Department of Consumer Affairs 1-800-697-1220

New Jersey Customers: Department of Consumer Affairs 1-800-242-5846

## Payment Options

OPTION #1 - DEFAULT PAYMENT METHOD - Payment Schedule. Payment as per below payment schedule.

### Payment Schedule

Schedule	Price	Sales Tax	Total Price
April	\$3,909.50	\$0.00	\$3,909.50
May	\$3,909.50	\$0.00	\$3,909.50
June	\$3,909.50	\$0.00	\$3,909.50
July	\$3,909.50	\$0.00	\$3,909.50
August	\$3,909.50	\$0.00	\$3,909.50
September	\$3,909.50	\$0.00	\$3,909.50
October	\$3,909.50	\$0.00	\$3,909.50
November	\$3,909.50	\$0.00	\$3,909.50
		<hr/>	
		\$31,276.00	\$0.00
			\$31,276.00

I authorize automatic processing of payment as outlined in the payment schedule ABC (initial)

OPTION #2 - Pre-pay your contract in full. \_\_\_\_\_ (initial)

Lock in your contract pricing for multiple years and save!

2 Year Agreement - Lock in price for the following season. (Billed Annually) \_\_\_\_\_ (initial)

☒ 3 Year Agreement - Lock in price for the next two seasons (Billed Annually) ABC (initial)



neavegroup  
outdoor solutions

#### TERMS AND CONDITIONS

#### 1. OWNER'S RESPONSIBILITIES.

(a) The Owner shall furnish for the site all necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, known utility locations, and a legal description as may be necessary.

(b) The Owner will furnish to Neave reproducible Drawings and Specifications as necessary for the execution of the Work.

(c) If the Owner becomes aware of any fault or defect in the Work the Owner shall give written notice thereof to Neave within five (5) business days.

(d) The Owner shall provide electricity and water for service purposes without charge.

(e) The Owner shall inform and advise Neave of any watershed restrictions or material restrictions particular to the property.

#### 2. LOCATION OF UNDERGROUND UTILITIES.

(a) Neave is not responsible for damage to utility lines not marked or not installed by code which may include, but not limited to: existing sprinkler systems, exterior lights, yard extensions, pools, electrical or gas lines, underground wells, water lines, dog wires and septic systems.

(b) It is the responsibility of the Owner to familiarize Neave with locations of such non-code utilities and/or provide Neave with an accurate and to scale drawing of such locations.

3. **ASSIGNMENT.** This Agreement shall not be assigned by either the Owner or Neave without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, if requested by Neave, the Owner will consent to the assignment of this Agreement to another entity so long as Neave, or its Shareholders, owns at least fifty percent (50%) interest in such entity.

4. **INSURANCE.** Notwithstanding the requirements set forth in this paragraph, Neave maintains all requisite insurance at all times.

(a) **Property Insurance.** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph to be covered, whichever is later. This insurance shall include interests of the Owner, Neave, Subcontractors and sub-subcontractors in the Project.

5. **WAIVERS OF SUBROGATION.** If permitted by their insurance carriers without penalty, the Owner and Neave waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; and (2) the separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Neave, as appropriate, shall require of the separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

6. **CONSEQUENTIAL DAMAGES.** The Owner waives claims for consequential damages arising out of or relating to this Contract.

7. **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Drawings and/or Specification or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then if they cause an increase in Neave's cost of, or time required for, performance of any part of the Work, the contract sum or contract time or both will be equitably adjusted. Owner agrees to authorize a Change Order for work necessitated by concealed or unknown conditions.

#### 8. LIMITATION OF LIABILITY.

(a) Neave and Owner agree that the Contract does not include and Neave assumes no responsibility for:

- i. relocation or alteration of the equipment;
- ii. failure or delay in complying with any obligations hereunder as a result of causes beyond Neave's control;
- iii. consequential damages due to the operation or failure of the equipment and its controls;
- iv. problems or defects resulting from irregularities in electrical power or water pressure;
- v. repairs needed due to freezing;
- vi. extraordinary repairs made necessary by floods, fires, explosions, or acts of God;
- vii. electrical wiring, disconnect switches, and water lines beyond the main apparatus;
- viii. repairs needed as a consequence of abuse, vandalism, work or service performed by others or tampering with the equipment;
- ix. any malfunction of existing systems not installed by Neave, or not under warranty, including damage unintentionally caused by Neave while troubleshooting;
- x. any breaks in irrigation lines incurred from freezing and ground heaving after opening or winterization;
- xi. damages incurred due to drainage issues;
- xii. damages incurred by weather conditions, snow plows, tree roots, landscapers or any other unforeseen force that is not under Neave's control; or
- xiii. damage to driveways, walks, curbs or other hard surfaces as a result of heavy machinery and trucks being operated or driven over them.

(b) Maintenance and guarantee as stated here does not include alterations necessitated by addition of trees, plant growth, shrubs, flowers, fences, underground dog fence, core aerating, re-grading, re-landscaping, vandalism and/or malicious mischief.

(c) Neave guarantees all services for thirty (30) days. Any issues in regard to the quality of the workmanship or materials must be addressed in writing within five (5) days of work performed, and any claims or disputes must be raised in accordance with paragraph 12 hereof.

9. **PAYMENT TERMS.** Terms of payment for this contract are due by the due date specified on the invoice. Any time and materials charges billed outside of this contract are due upon receipt of invoice. A 16% APR finance charge shall be applied to accounts past due thirty (30) days or more each month until balance is paid in full. This agreement may be suspended or terminated by Neave at Neave's sole discretion if the Owner fails to make payment of any amounts due or is otherwise in breach of this agreement or any other agreement Neave has with the Owner regardless of location.

10. **TERMINATION.** Either party may cancel this contract anytime with a thirty (30) day written notice. Upon such termination, Neave shall recover (i) payments for all services completed as of the date of cancellation calculated on a pro rata basis using the Seasonal Price or Service Price as applicable in accordance with the Contract, (ii) items properly and timely fabricated or ordered off the Project site, and (iii) all discounts applied to invoices during the term of the Contract will become due and payable.

Corporate Office: 80 Airport Drive -- Wappingers Falls, New York 12590



11. **MERGER CLAUSE.** It is mutually understood and agreed that this writing is a final, complete and exclusive integration, setting out the entire intention of the parties, and that no evidence of alleged prior dealing, usages of trade or course of dealing or of performance, not specifically and in terms set out herein, shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this writing, or to engraft thereon any stipulation or obligation different from, or inconsistent with, law or with the express provisions hereof; nor shall oral evidence of allegedly consistent additional terms be admissible without a specific preliminary finding by the Court that this Agreement is ambiguous.

12. **CLAIMS AND DISPUTES BY OWNER.** A Claim is a demand or assertion by Owner seeking, as a matter of right, adjustment or interpretation of Contract terms, relief concerning alleged defective or incomplete work or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Neave arising out of or relating to the Contract. Claims must be initiated by the Owner by means of written notice. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by confidential mediation with a mediator chosen by the parties before resorting to arbitration or litigation. If successful mediation is not achieved within 30 days of notice being received by Neave, the parties may then resort to arbitration or litigation.

(a) **Time Limits on Claims:** Claims must be initiated by written notice to Neave within five (5) days after the Owner first recognizes the condition giving rise to the Claim. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the Owner that will facilitate prompt verification and evaluation of the Claim. The failure by Owner to comply with the claim procedures or time limitations set forth herein shall be an absolute bar to bringing any claim by Owner against Neave whether by litigation or otherwise and shall constitute a full and intentional waiver thereof.

13. **COMPLETION OF WORK AND PAYMENT.** Payment is due in full for the contracted Work by the due date specified on the invoice. Payment may not be withheld by Owner for any alleged failure to complete or perform any aspect of the Work without notifying Neave prior to the payment due date. Such writing shall include a detailed explanation for withholding payment including: (i) the amount of payment being withheld, (ii) a complete summary of the specific Work that has not been completed or satisfied and how such Work relates to satisfaction of the terms of the Contract, (iii) the estimated value of the Work Owner is claiming has not been completed or satisfied based on a percentage of an individual contract item, and (iv) the remedy Owner is seeking.

14. **PHOTOGRAPHS.** The Owner gives Neave permission to photograph the Owner's property and use such photographs for commercial purposes including, but not limited to, brochures, promotional cards, advertisements, portfolios and other sales materials, including materials that may be transmitted by video, printed, transferred electronically and used on Neave's websites for the purpose of displaying, advertising and promoting Neave's work. Any and all photographs are property of Neave and permission is specifically granted for such photographs to be edited, altered, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way and without restrictions. Neave will not disclose Owner's name or property location without written permission.

15. **CHOICE OF LAW; JURISDICTION AND VENUE.** The rights of the parties shall be construed pursuant to the laws of the State of New York. Owner hereby waives all jurisdictional defenses and consents to the jurisdiction of the State of New York. The venue of any action or proceeding shall be New York Supreme Court; Dutchess County.

16. **STATUTE OF LIMITATIONS.** Owner agrees that any claim or lawsuit arising under or related to this agreement shall be filed no more than two (2) years from the date when the claim accrues. Claims shall accrue on the date of the performance of the work giving rise to such claim. Owner waives any statute of limitations to the contrary.

17. **Severability.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. **Paragraph Headings.** The descriptive headings contained in this Agreement are for convenience only and shall not be used as an indication of the meaning of any provisions therein.

19. **HOME IMPROVEMENT CONTRACTS.** In the event that this agreement is a home improvement contract as defined in New York General Business Law #770 then the following clauses shall apply:

(a) **Notice of Lien.** Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien upon satisfactory payment being made for any portion of the work performed.

(b) **Deposit of Payments.** Contractor is required by Subdivision 4 of Section 71-a of the New York State Lien Law to deposit all payments received prior to completion of work in an escrow account within five (5) business days of receipt. In lieu of such a deposit, the Contractor may post a bond or contract of indemnity or irrevocable letter of credit with the homeowner guaranteeing the return or proper application of such payments to the purposes of contract. Money in escrow becomes the property of the Contractor when it is applied according to the Payment Schedule set forth hereinabove.

(c) **Cancellation.** The Client has an unconditional right to cancel the Contract, without penalty or obligation, until midnight of the third business day after he/she signs the Contract. Cancellation must be done by giving the Contractor a written notice in the form annexed hereto as Exhibit "A" indicating the Client's intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid.

## 20. MISCELLANEOUS.

(a) Should Neave be required to enforce this agreement through mediation, arbitration or litigation, it shall be entitled to recover its reasonable attorney's fees and costs including expert witness fees.

(b) In the event Neave suffers a loss as a result of the act or omission of Owner, its agents, employees, successors and/or assigns, then Owner shall indemnify and hold Neave harmless from all losses, claims, and/or causes of action including the recovery of its reasonable attorneys' fees and associated expenses.

(c) Any of the Owner's obligations that have accrued prior to the termination of this Agreement shall survive the termination of this Agreement.

(d) Neave reserves the right to add a fuel surcharge, not to exceed 3%, to hourly rates and monthly contract invoices, should gas prices exceed an average of \$4.35 per gallon for regular gasoline (low octane) and/or \$4.50 per gallon for diesel in any given calendar month. All charges will appear as a separate line item on your invoice and will be based on the AAA Daily Fuel Gauge Report for New York State for the previous month's average price. These prices can be found at [www.fuelgauge.com](http://www.fuelgauge.com).

Corporate Office: 80 Airport Drive -- Wappingers Falls, New York 12590

Hudson Valley (845) 463-0592  
Westchester (914) 271-7996  
Connecticut (203) 212-4800  
New Jersey (201) 591-4570

Federal Employer ID # 14-1669051  
NY Dept Agriculture # 134214  
DEC Pesticide # 05384



neavegroup  
outdoor solutions

NY Pesticide # C3871666  
Putnam License # PC-2024  
Westchester License # WC-11097-H00  
Rockland # H-11916-18-20-26  
Connecticut License # HIC.570242 CT  
Pesticide # B-3200CT  
CT Spa & Pool PLM.0287234-SP1  
Plumbing & Piping PLM.0282676-J3  
New Jersey HIC # 13VH07572800  
New Jersey Pesticide # 91298B  
New Jersey Irrigation LIC 719788

EXHIBIT "A": Notice of Cancellation

Contract Name: CPM 2022

This form is required to be provided in duplicate by law and should only be signed and returned if you decide to cancel the contract. It must be received no later than three (3) business days after receiving this notice and a signed contract.

New York Customers: You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. To cancel the transaction, mail or deliver a signed and dated copy of this cancellation notice or other written notice to: Neave Landscaping, Inc. at 80 Airport Drive, Wappingers Falls, New York 12590, **No later than midnight of** \_\_\_\_\_

Connecticut Customers: You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded, in any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return of shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Neave Landscaping, Inc. at: 80 Airport Drive, Wappingers Falls NY 12590 not later than midnight of: Date: \_\_\_\_\_

New Jersey, Westchester & Rockland County Customers: You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either: Send a signed and dated written notice of cancellation by register or certified mail, return receipt requested; or Personally deliver a signed and dated written notice of cancellation to: Neave Landscaping, Inc - 80 Airport Drive, Wappingers Falls NY 12590 - 845.463.0592. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Westchester & Rockland County Customers: Notwithstanding the foregoing, this paragraph shall not apply to a transaction in which the owner has initiated the contact and the home improvement is needed to meet a bona fide emergency of the owner, and the owner furnishes the home improvement contractor with a separate dated and signed personal statement in the owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within three business days. For the purposes of this paragraph the term "owner" shall mean an owner or any representative of an owner.

Customer Acknowledgement: I hereby cancel this transaction.

Buyer's Name: Town of Beekman Buyer's Signature: [Signature] Date: 3-23-22



Hudson Valley (845) 463-0592  
Westchester (914) 271-7996  
Connecticut (203) 212-4800  
New Jersey (201) 591-4570

Federal Employer ID # 14-1669051  
NY Dept Agriculture # 134214  
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neavegroup  
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NY Pesticide # C3871666  
Putnam License # PC-2024  
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Connecticut Customers: You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded, in any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return of shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Neave Landscaping, Inc, at: 80 Airport Drive, Wappingers Falls NY 12590 not later than midnight of: Date: \_\_\_\_\_

New Jersey, Westchester & Rockland County Customers: You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either: Send a signed and dated written notice of cancellation by register or certified mail, return receipt requested; or Personally deliver a signed and dated written notice of cancellation to: Neave Landscaping, Inc - 80 Airport Drive, Wappingers Falls NY 12590 - 845.463.0592. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

Westchester & Rockland County Customers: Notwithstanding the foregoing, this paragraph shall not apply to a transaction in which the owner has initiated the contact and the home improvement is needed to meet a bona fide emergency of the owner, and the owner furnishes the home improvement contractor with a separate dated and signed personal statement in the owner's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the home improvement contract within three business days. For the purposes of this paragraph the term "owner" shall mean an owner or any representative of an owner.

Customer Acknowledgement: I hereby cancel this transaction.

Buyer's Name: Town of Beckman Buyer's Signature: May B. Connor Date: 3-23-22

## Secretary to the Town of Beekman Supervisor

---

**From:**  
**Sent:** Tuesday, March 15, 2022 10:17 AM  
**To:** Supervisor; Sharon Wohrman  
**Subject:** FW: Weekly Landscape & Lawn Care

Here is one of the estimates I have received so far

**Sent:** Tuesday, March 15, 2022 10:07 AM

**Subject:** RE: Weekly Landscape & Lawn Care

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Dani

So, the cost for the listed properties for a year of 28 Mows would be \$105,000. If you wanted to 32 Mows for one year, it would be \$120,000.

We would offer you a multiple year deal that way you can lock in the rate.

Thank you for your time and consideration.

**Andrew Valitutto**

**Account Manager**

**Lehigh Lawns & Landscaping**

10 Sprout Creek Ct., Wappingers Falls, NY 12590

(845) 902-8540 phone ♦ (845) 463-4400 office ♦ (845) 463-6918 fax

Email: [Andrew@Lehighlandscaping.com](mailto:Andrew@Lehighlandscaping.com)

[www.lehighlandscaping.com](http://www.lehighlandscaping.com)

\$ 3,750.00  
per mow  
28x  
\$105,000





# Stinson Landscape Service

"Watch Your Investment Grow"

PO Box 2344

Poughkeepsie, NY 12603

Town of Beekman

## Goal

Maintenance, care and housekeeping of all exterior landscape areas designated to promote healthy growth and maintain the landscaped environment specified.

## Period of Coverage

This contract shall provide maintenance services for the 2022 season.

## Weekly Maintenance (April 1 – November 31)

Turf grass areas will be mowed to a proper warm weather height to foster photosynthesis & good root development. In cool weather, the mowing height will be lowered to allow grass to dry faster in the morning. This aids in the mowing operation & minimize disease.

Clippings will be left to disintegrate & return valuable nutrients to the soil. If clippings become swathed from wetness or delay in mowing due to inclement weather, they will either be dissipated or removed.

At each mowing all turf grass not accessible to mowers will be trimmed by string trimmer. This will include but not limited to base of signs, fence posts, light standards, buildings & site furnishings.

Edging will be preformed as needed on concrete or paved surfaces.

All debris will be removed from sidewalks & pavement with a backpack or push blower.

Trash in turf grass areas will be picked up during mowing.

Defoliated leaves in the fall will be blown from plant beds and mulched into the lawn.

Weeding will be done as needed weekly.

## Pricing/Terms

Town Center Park \$2,000.00 per mow

Beekman Library \$95.00 per mow

Town Hall \$95.00 per mow

Recreation Park \$1,100.00 per mow

\$3,290  
per mow  
28x =  
\$92,120

This pricing does not include NYS Sales tax if not tax exempt.

## Insurance

Insurance certificates are available upon request.

*Thank You For Your Business*

## AGREEMENT

**THIS AGREEMENT** ("Agreement") entered into as of March 16, 2022 between the TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag, NY 12570 (the "**Town**"), and JSM UPSTATE PROPERTIES, INC., a New York corporation with offices at 208 Pleasant Plains Avenue, Staten Island, New York 10309 ("**JSM**").

**WHEREAS**, by resolution dated October 18, 2018 (which has been extended by resolution most recently on October 21, 2021, expiring on March 31, 2022), the Town Planning Board (the "**Planning Board**") has granted conditional subdivision approval for the creation of sixteen (16) residential building lots to the Alaina Estates Subdivision (the "**Subdivision**"), owned by JSM; and

**WHEREAS**, the §155-36.1 of the Code of the Town of Beekman (the "**Code**") provides that the approved subdivision plat contain a provision that at least 10% of the dwelling units to be constructed on the approved subdivision must be dedicated to moderately priced dwelling units ("**MPDUs**"), in this case, two dwelling units; and

**WHEREAS**, §155-4 of the Code provides in pertinent part that MPDUs are defined as "... housing for sale ... **intended to promote ownership** ... of housing for households not exceeding 120% of the Dutchess County median household income for purchasing a home ..."; and

**WHEREAS**, pursuant to §155-4 and Article XIII of the Code, the Town Building Inspector (the "**Building Inspector**") acts as Building Inspector, Code Enforcement Officer and Zoning Administrator for the Town and administers the Code for the Town; and

CAPPILLINO,  
ROTHSCHILD  
& EGAN LLP  
Attorneys at Law  
Seven Broad Street  
P.O. Box 190  
Pawling, New York  
12564-0190  
(845) 855-5444

WHEREAS, neither §155-4 nor §155-36.1 of the Code provide guidance as to how the offering of MPDUs is "intended to promote ownership"; and

WHEREAS, JSM, the Town of Beekman Town Board (the "Town Board"), the Planning Board, the Building Inspector and the Attorney for the Town of Beekman (the "Town Attorney") have reviewed the provisions of §§155-4 and 155-36.1 of the Code and have determined that such provisions are vague, unenforceable and therefore should not be required as a condition to approve this Subdivision; and

WHEREAS, to avoid litigation the parties to this Agreement desire to establish a fund which can be used by the Town for the purpose of amending §§155.36.1 and 155-4 of the Code to provide a workable system to encourage MPDUs and housing dedicated for senior citizens (aged 55 plus) consistent with the Town's current Comprehensive Plan.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. On or before the 15<sup>th</sup> Day of April 2022 JSM will deliver to the Town a good check in the amount of \$12,500.00 (the "Payment"). The Payment may be used by the Town for the purpose of amending, updating and revising the provisions of the Code in regard to MPDUs and/or housing dedicated for senior citizens (aged 55 plus) or for the purpose of enhancing moderately priced or senior housing in the Town.

2. The Town, through its Town Board, Planning Board, Town Attorney and Building Inspector agree that if the Payment is received on or before April 15, 2022 the requirements of §155.36.1 of the Code shall not apply to the Subdivision, that

any condition of final subdivision approval which requires the Subdivision to comply with §155.36.1 of the Code shall be deemed satisfied and that the requirement that the Subdivision comply with §155.36.1 of the Code shall not appear on the final subdivision plat which will be filed with the Dutchess County Clerk.

3. The parties represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized by the Town Board, the Planning Board and JSM.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations of JSM under this Agreement may be assigned without the prior written consent of the Town.

5. This Agreement incorporates all of the parties' prior understandings, agreements, and representations, whether oral or written, which are hereby merged into this Agreement, which contains the entire agreement and understanding of the parties.

6. If any provision, sentence, term, clause or word of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, sentence, term, clause or word herein, and this Agreement shall be enforced, to the maximum extent possible by law, with reference to the original intention of the parties hereto, from a reading of the entire Agreement, including any such provision, sentence, term, clause or word held to be invalid.

7. This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of New York.

CAPPILLINO,  
ROTHSCHILD  
& EGAN LLP  
Attorneys at Law  
Seven Broad Street  
P.O. Box 390  
Pawling, New York  
12564-0390  
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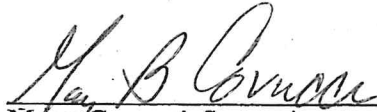
8. This Agreement may not be changed, altered, amended, waived, terminated or otherwise modified unless the same shall be in writing and signed by all parties hereto.

9. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and shall be deemed an original. An executed facsimile, .pdf or other signed copy of this Agreement shall be deemed an original.

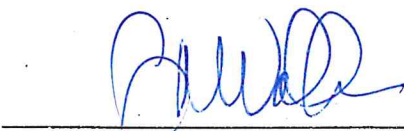
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CAPPILLINO,  
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& EGAN LLP  
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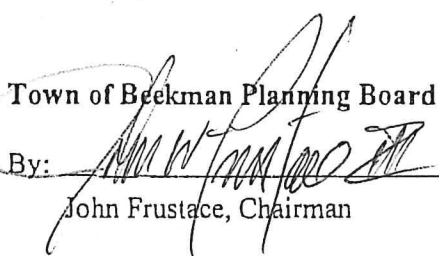
TOWN OF BEEKMAN

  
Mary Covucci, Supervisor

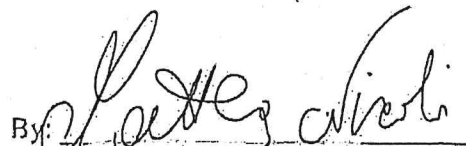
  
Efram Citarella, Building Inspector

  
Craig Wallace, Esq., Town Attorney

Town of Beekman Planning Board

By:   
John Frustace, Chairman

JSM UPSTATE PROPERTIES, INC.

By:   
Matteo Nicolosi, Chief Executive Officer

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