

**TOWN OF BEEKMAN TOWN BOARD**  
**Minutes for Tuesday May 29, 2024**

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday May 29th, 2024. The meeting was called to order by Supervisor Covucci at 6:04PM. The following members were present: Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present were the Town Clerk – Laureen Abbatantuono

**Councilman Lemak** led the Pledge of Allegiance and called for a moment of silence for all those who have served our Country and continue to serve and pointed out the emergency exits.

Supervisor Covucci went over the Agenda items

**Public Comments on Agenda items: NONE**

**Written Comments: NONE**

Resolutions were read by the Town Board members.

**Public Comments:** Julien Rancourt 1263 Beekman Road, thanked the Town Clerk for her hard work putting the Memorial Day parade together, and although it had to be cancelled due to weather she did a nice job organizing the ceremony. Julien also thanked the Beekman Fire Dept for their assistance with the American Flag and the BBQ afterwards. **Bill Craine 254 Gardner Hollow Road**, thanked the Town Board for the Spring Cleanup day and also expressed his concerns with the recent building of homes on steep slopes and how they can in the future cause damage to other properties and can also cause mudslides. He recommends that the Town Board should pass a law prohibiting this type of build.

**Other Town Board Business:** Councilwoman Wohrman provided details for the Senior picnic which will be held by the Office of the Aging which will be held at Freedom Park on August 28<sup>th</sup>, she will provide further information once it is available. **Councilman Lemak**, provided details on the Veterans and Military Families Resource Fair which will be held on Saturday June 1<sup>st</sup>, (see attached) **Supervisor Covucci** wanted to remind everyone of the Spring Cleanup which will be held on Saturday June 1, (see attached) **Town Clerk Laureen Abbatantuono**,

thanked the Town Board for paying the registration fee and mileage for the NYS Tax Collectors Conference (see attached) also thanked the Beekman Fire Dept, Friends of Beekman Library Jennifer Mihoko and Arlene Vaquer for volunteering their time to help at the Memorial Day Ceremony and also thanked the Sunflower Farm for their generous donation of the beautiful flowers. Provided details for the last day to pay the 2024 Property Taxes and also welcomed Samantha Lopez-Mejorado as her new Deputy Clerk.

Supervisor Covucci made a motion at 6:28PM to adjourn the Town Board meeting, seconded by Councilman Battaglini.

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

31, May 2024

*Laureen Abbatantuono*

**BEEKMAN TOWN BOARD  
REGULAR MEETING AGENDA  
MAY 29, 2024**

**6:00 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. Award Contract for Weir Project
2. Approve Replacement Senior Bus Trip
3. Approve Budget Revision 2024-05
4. Approve Entertainment for Town Center Park Concerts
5. Approve Entertainment for Senior BBQ
6. Authorize Execution of Highway 284
7. Agreement For the Expenditure of Highway Moneys for 2024
8. Approve Town Board Meeting Dates for July & August
9. Approve Attendance at Receiver of Taxes Training Seminar
10. Approve Electrician for Emergency Town Hall Generator
11. Appoint Deputy Town Clerk
12. Seek Bids for Highway Materials for 2024
13. Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public comments – (3 Minute limit)
- **Next Regular Town Board Meeting: Tuesday June 11, 2024 at 6:00 PM**

**ADJOURN**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTIONS WERE NOT AVAILABLE AT TIME OF PUBLICATION**

**RESOLUTION NO. 05:29:24-1**  
**RE: RESOLUTION AWARDING BID FOR THE REC SWIM POND WEIR**

**WHEREAS**, the Town of Beekman has created competitive bid specifications for the Rec Swim Pond Weir and has publicly advertised for a solicitation of bids for the project; and

**WHEREAS**, said bids were received, opened and read publicly on May 21, 2024 at 3:00 pm; and have been reviewed by the Town Engineer; and

**WHEREAS**, three bids were received and were deemed responsive and complete by the Town as follows:

<b><u>Bidder</u></b>	<b><u>Bid Option</u></b>	<b><u>Bid Amount</u></b>
Kingston Equipment Rental, Inc.	Base	\$201,400.00
Kingston Equipment Rental, Inc.	Alternate	ADD \$187 per ton
Sunco, Inc.	Base	\$500,000.00
Sunco, Inc.	Alternate	\$387,256.00
Van Etten Contracting, LLC	Base	\$255,900.00

**WHEREAS**, after reviewing the bids, the Bid Forms, and contacting two references with positive feedback, it is the recommendation of the Town Engineer that the bid be awarded to Kingston Equipment Rental, Inc. at a cost of \$201,400.00.

**NOW, THEREFORE BE IT RESOLVED** that the Town Board hereby awards the contract for the Rec Swim Pond Weir to Kingston Equipment Rental, Inc. for an amount not to exceed \$210,400.00; and

**BE IT FURTHER RESOLVED** that the Town Board hereby authorizes the Town Attorney to prepare a contract with Kingston Equipment Rental, Inc. at his earliest and hereby authorizes the Town Supervisor to execute the contract documents once prepared and;

**BE IT FURTHER RESOLVED** that payments shall be made from the Capital Funding Account established for the project by the Town Financial Advisor.

**Introduced: COUNCILMAN CAPOLLARI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Capollari     **AYE**

Councilman Battaglini   **AYE**

Councilman Lemak       **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci      **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-2**  
**RE: REPLACEMENT SENIOR BUS TRIP FOR THE YEAR 2024**

**WHEREAS**, the Senior Bus Trip scheduled for the June 13, 2024 did not fill and had to be cancelled, and

**WHEREAS**, a replacement trip to Hunterdon Hills Playhouse on November 7<sup>th</sup> has been scheduled to replace the cancelled trip for the Senior Citizens Program; and

**WHEREAS**, deposits are required for tours, shows and meals to guarantee the reservations, which deposits are reimbursed to the town through ticket sales;

**NOW, THEREFORE BE IT RESOLVED**, that payment for the charter of a bus for the following trip and/or entertainment is hereby authorized:

<u>Date</u>	<u>Venue / Bus Cost</u>	<u>Resident Seniors</u>	<u>GF Seniors</u>	<u>Non-Resident / Non-Seniors</u>
November 7	Hunterdon Hills Playhouse Hampton, NJ <i>Bus Cost: \$1,800 Coach</i>	\$ 90 R	\$ 100 GF	\$ 115 NR/NS

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:

Councilman Capollari     **AYE**  
Councilman Battaglini    **AYE**  
Councilman Lemak         **AYE**  
Councilwoman Wohrman   **AYE**  
Supervisor Covucci       **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-3**

**RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-05**

**WHEREAS**, the Town of Beekman 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 for 2024 identified as Budget Revision Number 2024-05.

**Budget Revisions for May 2024 # 2024-5**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b><u>General Fund</u></b>				
2024-05-01	A-3620-0402	Safety Travel	500	
	A-3620-0401	Safety Supplies -Transfer for Travel Expense		500
2024-05-02	A-5132-0416	Highway Garage Electric	5,000	
	A-1990-0400	Contingent Account Transfer for Cover Back Billing Expenses		5,000
2024-05-03	A-7110-0497	Park Maintenance Expense	1,000	
	A-7110-0494	Parks Mowing Expense -Transfer for Fields Treatment		1,000
2024-05-04	A-7118-0401	Remembrance Park Supplies	100	
	A-7118-0400	Remembrance Park Expense -Transfer for Supplies		100
2024-05-05	A-8020-0400	Planning Expense	100	
	A-8020-0401	Planning Supplies -Transfer for Assoc. Expense		100
2024-05-06	A-0000-2402	Class Interest	50,000	
	A-0000-3005	Mortgage Taxes -Revise Budget Sources		50,000
<b><u>Highway Fund</u></b>				
2024-05-07	DA-0000-2402	Class Interest	6,000	
	DA-0000-2709	Medical Contribution -Revise Budget Sources		6,000

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

**Councilman Capollari AYE**

**Councilman Battaglini AYE**

**Councilman Lemak AYE**

**Councilwoman Wohrman AYE**

**Supervisor Covucci AYE**

**Dated: May 29, 2024**

**RESOLUTION NO. 05:29:24-4**

**RE: APPROVE ENTERTAINMENT FOR BAND CONCERTS AT TOWN CENTER PARK**

**WHEREAS**, the 2024 Recreation Department Budget includes funding for entertainment for events for the summer months,

**NOW, THEREFORE BE IT RESOLVED** that the following expenditures be approved for live music performances at Town Center Park as follows:

The Crew	8/9/24	\$500
Disciples of Rock	8/23/24	\$500.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Capollari	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

Dated: May 29, 2024



**RESOLUTION NO. 05:29:24-5**  
**RE: APPROVE ENTERTAINMENT FOR SENIOR BBQ**

**WHEREAS**, the Senior Center has a July BBQ, scheduled for Thursday, July 25<sup>th</sup> from the hours of 11 am to 2 pm, at Recreation Park, and

**WHEREAS**, the costs of the meal will be covered by the following fees:  
\$10.00 per person for Town of Beekman Senior residents,  
\$12.00 per person for non-residents / non-seniors,

**NOW, THEREFORE BE IT RESOLVED**, that the following expenditures for the entertainment be authorized,

Sound Familiar for an amount not to exceed \$350.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:

Councilman Capollari	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Wohrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-6**

**RE: RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT PURSUANT TO  
HIGHWAY LAW 284 FOR EXPENDITURE OF HIGHWAY MONIES FOR 2024**

**WHEREAS**, New York Highway Law §284 requires the Town Board and the Superintendent of Town Highway to reach an agreement how highway funds collected from taxes and state aid are expended during the fiscal year; and

**WHEREAS**, the Town Board has appropriated funds in the 2024 adopted budget for the repair and improvement of town highways and such appropriated funds and the method for spending those funds are set forth in the attached AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Highway Superintendent and the Town Board agree that the monies levied and collected in the Town for repair and improvement of highways, and received from New York State for State Aid for the repair and improvement of Highways shall be expended in accordance with the annexed AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024 as required by Highway Law §284; and

**BE IT FURTHER RESOLVED**, that the Supervisor and the Town Board are hereby authorized and directed to execute the attached AGREEMENT FOR THE EXPENDITURES OF HIGHWAY MONEYS FOR 2024 in duplicate and file both copies of the agreement with the Town Clerk; and the Town Clerk is directed to forward one executed Agreement to the Dutchess County Commissioner of Public Works in his capacity as County Superintendent of Highways after it is signed by the Town Board and the Superintendent of Town Highways; and

**BE IT FURTHER RESOLVED**, that the AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024 may be amended to specify the town highways that will be permanently improved in 2024 using the \$300,000 appropriated for that purpose at a later date.

**Introduced: COUNCILMAN CAPOLLARI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-7**

**RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024**

**AGREEMENT** between the Superintendent of Town Highways of the Town of Beekman, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of **\$440,000.00** shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums totaling **\$300,000.00** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
  - (a) On the road commencing at Old Route 55 at the intersection of NYS Route 55 and leading up Old Route 55 to a point west of Route 292, a distance of 1.18 miles, there shall be expended not over the sum of \$168,512.76.

Type: Type 6 top  
 Width of traveled surface: 24'  
 Thickness: 2" Final Compacted  
 Subbase: Existing

- (b) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_.

Type:  
 Width of traveled surface:  
 Thickness:  
 Subbase:

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
County Superintendent of Highways

\_\_\_\_\_  
Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Woehrman **AYE**

Supervisor Covucci **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-8**  
**RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN SETTING**  
**TOWN BOARD MEETING DATES FOR THE MONTHS OF JULY & AUGUST**

**WHEREAS**, the Town Board of the Town of Beekman meets on the second and fourth Tuesdays of the month; and

**WHEREAS**, the Town Board has the authority to change the meeting dates and would like to hold only one meeting for the months of July and August 2024,

**NOW, THEREFORE BE IT RESOLVED** that the Town Board Meetings for the Months of July and August will be held at the Town Hall, 4 Main Street, Poughquag, New York on;

Tuesday July 23, 2024 at 6:00 pm, and  
Tuesday August 20, 2024 at 6:00 pm.

**Introduced: SUPERVISOR COVUCCI**  
**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

Councilman Capollari	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Wohrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: May 29, 2024**

**RESOLUTION NO. 05:29:24-9**  
**RE: APPROVE ATTENDANCE AT NYS ASSOCIATION OF TAX RECEIVERS AND**  
**COLLECTORS 2024 TRAINING SEMINAR**

**WHEREAS**, New York State Association of Tax Receivers and Collectors 2024 Training Seminar will be held at the Fort William Henry Hotel, Lake George , NY from June 9-12, 2024; and

**WHEREAS**, the Town Receiver of Taxes would like to register to attend; and

**WHEREAS**, there are monies in the Receiver of Taxes Budget for travel and expenses,

**NOW, THEREFORE BE IT RESOLVED**, that authorization is hereby given for the Town Receiver of Taxes to attend the Training Session, and that the registration fee of \$100.00 and mileage (\$.67) if using her own vehicle be reimbursed or paid directly as audited by the Town Board.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN CAPOLLARI**

**ROLL CALL VOTE:**

Councilman Capollari      **AYE**

Councilman Battaglini      **AYE**

Councilman Lemak      **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci      **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-10**  
**RE: APPROVE ELECTRICIAN FOR EMERGENCY TOWN HALL GENERATOR**

**WHEREAS**, the Town of Beekman solicited bids for the Beekman Town Hall - Emergency Generator Project; and

**WHEREAS**, said bids were received, opened and read publicly on June 5, 2023 at 3:00 pm; and were reviewed by the Town Engineer and all exceeded the anticipated budget and were rejected; and

**WHEREAS**, the Town in revisiting this seeks to use internal/alternate methods with limited outside services to execute the project at a more reasonable cost to the town, and

**WHEREAS**, the Town Board has determined that the matter is a Type II Action under SEQRA Part 617.5 (c) (9) and no further environmental review is required, and

**WHEREAS**, two (2) proposals in response to (RFP: 2024-0502) for electrician services, which deadline had been extended to May 29, 2024 at 12pm, due to no responses to the prior deadline, and

**WHEREAS**, after reviewing the proposals and forms, the Town Engineer recommends John A. Giaimo and Son, Inc. with a cost of \$19,700, and

**BE IT FURTHER RESOLVED** that the Town Board hereby authorizes the Town Attorney to prepare a contract with John A. Giaimo and son at his earliest, and hereby authorizes the Town Supervisor to execute the contract documents once prepared and;

**BE IT FURTHER RESOLVED** that payments shall be made from the Capital Funding Account established for the project by the Town Financial Advisor.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-11**  
**RE: ACKNOWLEDGEMENT OF APPOINTMENT OF DEPUTY CLERK**

**BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby acknowledge the following appointments for the year 2024:

- Samantha Lopez-Mejorado                    as Deputy Town Clerk
- Samantha Lopez Mejorado                as Deputy Receiver of Taxes
- Samantha Lopez-Mejorado                as Deputy Registrar of Vital Statistics, and

**BE IT FURTHER RESOLVED**, that the appointment is contingent upon completion and submission of the Disclosure of Interest Statement pursuant to Chapter 19-9 of the Town Code, and on a background check; and

**BE IT FURTHER RESOLVED**, that she file her Oath of Office with the Town Clerk of the Town of Beekman prior to serving her term.

**Introduced:    COUNCILMAN CAPOLLARI**

**Seconded:     COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Capollari	<b>AYE</b>
Councilman Battaglini	<b>AYE</b>
Councilman Lemak	<b>AYE</b>
Councilwoman Woehrman	<b>AYE</b>
Supervisor Covucci	<b>AYE</b>

**Dated: May 29, 2024**



**RESOLUTION NO. 05:29:24-12**  
**RE: SEEK BIDS FOR 2024 HIGHWAY MATERIALS**

**WHEREAS**, The Highway Superintendent has requested that the Town Board authorize the Highway Department to seek bids for highway materials for the year 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Clerk is hereby authorized to seek bids for the highway materials; and

**BE IT FURTHER RESOLVED**, that prior to publication, bid documents were reviewed by the Town Attorney, and

**BE IT FURTHER RESOLVED**, that the request for bids shall be in accordance with the Town of Beekman Procurement Policy.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

Councilman Capollari     **AYE**

Councilman Battaglini    **AYE**

Councilman Lemak         **AYE**

Councilwoman Woehrman **AYE**

Supervisor Covucci       **AYE**

Dated: May 29, 2024

**RESOLUTION NO. 05:29:24-13  
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	\$ 72,025.30
Claims to be paid from the DA-Highway Fund	\$ 12,649.92
Claims to be paid from the SS – Dover Ridge Sewer	\$ 15,017.50
Claims to be paid from the T-Trust Fund	\$ 1,823.80
Claims to be paid from the H-Capital Fund	<u>\$ 216.00</u>
	<u>\$ 101,732.52</u>

**05/23/2024 Payroll #11**

General Fund	\$ 36,156.02
Highway Fund	<u>\$ 22,245.64</u>
	<u>\$ 58,401.66</u>

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

Councilman Capollari **AYE**  
Councilman Battaglini **AYE**  
Councilman Lemak **AYE**  
Councilwoman Woehrman **AYE**  
Supervisor Covucci **AYE**

Dated: May 29, 2024

# AGREEMENT

entered into this 4 day of June, 2024,  
BY AND BETWEEN

**THE TOWN OF BEEKMAN**  
a Municipal Corporation,  
with its principal office located at Town Hall, 4 Main Street,  
Poughquag, New York 12570  
(hereinafter referred to as the "TOWN").

- and -

**John A. Giaimo and Son, Inc.**  
a New York State Corporation,  
with an office located at 2487 Route 55  
Hopewell Junction, NY 12533  
(hereinafter referred to as the "CONTRACTOR").

## WITNESSETH:

**WHEREAS**, the Town of Beekman requires certain work to be performed that is subject to public bid; and

**WHEREAS**, the work to be performed consists of electrician services in support of the Beekman Town Hall Emergency Generator project, located at 4 Main Street, Poughquag NY 12570 as per RFP: 2024-0502; and

**WHEREAS**, the Town Board hereby determines that the proposal submitted by CONTRACTOR is consistent with the public bidding requirements of the State of New York and CONTRACTOR has been determined to be the lowest qualified bidder and shall serve the best interests of the residents of the TOWN; and

**WHEREAS**, time is of the essence to complete all work pertaining to this AGREEMENT.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to, and in accordance with the applicable provisions of General Municipal Law and Town Law, the TOWN and the CONTRACTOR, for consideration hereinafter named, do hereby mutually agree as follows:

**ARTICLE 1 – WORK**

1.01 CONTRACTOR shall complete all work as specified in RFP: 2024-0502. The general scope of the work is described as follows:

1.01.1 Provide stub-ups and initial conduit from pad to existing panel: The Town of Beekman will be preparing the area and pouring the concrete pad. The licensed electrician will be responsible for stub-ups and a short run of conduit to the existing panel (to be coordinated with the Town as part of pouring the concrete pad). It is noted that there are existing conduits between the existing panel near the generator pad and the main electric within the building (no additional conduit is expected to be necessary outside of that from the generator to the existing panel).

1.01.2 All necessary wiring and conduit for startup of the generator, automatic transfer switch and remote annunciator: Kinsley Power Systems will be delivering the generator to the site, anticipated June

2024. The licensed electrician will be responsible for wiring of the generator, automatic transfer switch and remote annunciator and start-up of the generator system. The Town of Beekman will be responsible for securing the generator permit from the Building Department and providing a third-party electrical inspection.

## **ARTICLE 2 – THE PROJECT**

2.01 The Contract Documents contain the plans and specifications and are within “RFP: 2024-0502” dated May 2, 2024 as prepared by the Town Engineer.

## **ARTICLE 3 – ENGINEER**

3.01 The TOWN has retained Hudson Land Design Professional Engineering, P.C. (“ENGINEER”) to act as the TOWN’S representative, assume all duties and responsibilities of ENGINEER, and have the rights and authority assigned to ENGINEER in the AGREEMENT.

3.02 The part of the Project that pertains to the work has been designed by the ENGINEER in collaboration with Kinsley Power Systems.

## **ARTICLE 4 – AGREEMENT PRICE**

4.01 The CONTRACTOR, for in and consideration of the payment or payments herein specified and agreed to by the TOWN, hereby agrees to furnish and deliver all the materials to do and perform all the work and labor necessary to perform the proposed work by CONTRACTOR pursuant to this AGREEMENT and related Contract Documents for the sum of \$19,700.00.

## ARTICLE 5 – PAYMENT PROCEDURES

5.01 CONTRACTOR shall submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the ENGINEER, as will establish the TOWN's title to the material and equipment and protect his interest therein, including applicable insurance. The CONTRACTOR warrants that title to all Work covered by partial payment made shall be free and clear of liens or other encumbrances and shall thereupon become the sole property of the TOWN. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work upon which payments have been made, or the restoration of any damaged Work, or as a waiver of the right of the TOWN to require the fulfillment of all terms of the Contract Documents. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of the payment estimate to the CONTRACTOR or indicate in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The TOWN will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The TOWN will retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

5.02 Upon completion and acceptance of the Work, the ENGINEER will issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the TOWN, will be paid to the CONTRACTOR within thirty (30) days after completion and acceptance of the Work. The CONTRACTOR shall indemnify and save the TOWN and the TOWN's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall at the TOWN's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the TOWN may withhold payment.

#### **ARTICLE 6 – SCOPE OF AGREEMENT**

6.01 This AGREEMENT shall include the Contract Documents which shall consist of the following:

- RFP: 2024-0502
- Prevailing Wage Schedule (PRC# 2023001345);
- Notice of Contract Award; and
- Notice to Proceed.

#### **ARTICLE 7 - TIME OF COMPLETION; REVOCATION**

7.01 This AGREEMENT shall commence on June 4, 2024 and

substantial completion shall occur by July 12, 2024, or as otherwise provided in the Notice to Proceed. The TOWN, in its sole discretion, may terminate this AGREEMENT in the event of material breach of said AGREEMENT by CONTRACTOR, and CONTRACTOR, its agents, employees, subcontractors and/or assigns, shall be subject to all claims for damages as provided for herein, which shall be determined solely by the agents and or employees of the TOWN pursuant to authorization by Resolution of the Town Board.

#### **ARTICLE 8 - CHANGE ORDERS**

8.01 A written Change Order executed by both the TOWN and CONTRACTOR is required prior to any authorization to alter, add, delete or revise the Scope of Work and/or adjust the price to complete the work pursuant to this AGREEMENT.

#### **~~ARTICLE 9 - PERFORMANCE AND PAYMENT BOND~~**

~~9.01 CONTRACTOR shall secure and maintain during the life of this AGREEMENT a Performance Bond and a Payment Bond in an amount equal to or exceeding the Agreement Price in order to insure against any and all CONTRACTOR deficiencies incurred in the performance of the work pursuant to this AGREEMENT for the payment of CONTRACTOR'S employees, subcontractors, materialmen or others to whom may be indebted as a result of the performance of the work described herein.~~

#### **ARTICLE 10 - REQUIRED INSURANCE**

10.01 CONTRACTOR shall take out and maintain during the life of this AGREEMENT which includes any guarantee period, such commercial Comprehensive Liability Insurance, including public liability and damage insurance on an occurrence



basis, as shall protect the TOWN and CONTRACTOR from any and all claims for damages for personal injury, including accidental death, as well as all claims for property damage that may arise from operations under this AGREEMENT, and the amounts of such insurance shall be as follows:

Commercial General Liability; Combined Single Limit – Bodily Injury and Property Damage

- \$1,000,000 per occurrence
- \$1,000,000 personal and advertising injury limit
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations aggregate
- \$25,000 maximum deductible
- \$5,000,000 umbrella/excess liability with a limit of not less than
- \$5,000,000 per occurrence/aggregate

Automobile Liability Insurance \$1,000,000 each occurrence

The following coverage must be provided:

	(X) Comprehensive Form	(X) Owned	(X) Hired	(X) Non-Owned
Professional Liability Insurance			\$2,000,000	annual aggregate/per occurrence
Worker's Compensation Insurance			Statutory	
Employer's Liability Insurance			Statutory	

10.02 All insurance coverage's must be from an A.M. Best rated "secured" (B+ - A++), New York State admitted insurer.

10.03 All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Town Clerk of the Town of Beekman.

10.04 All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

10.04.01 The Town of Beekman is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the Town of Beekman (including its agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

10.04.02 The Clause "other insurance provisions" in a policy in which the Town of Beekman is named as an additional insured, shall not apply to the Town of Beekman.

10.04.03 The insurance companies issuing the policy or policies shall have no recourse against the Town of Beekman (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

10.04.04 Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the risk of the CONTRACTOR.

#### **ARTICLE 11 – INDEMNIFICATION**

11.01 CONTRACTOR agrees to defend, indemnify and save harmless the TOWN from any and all suits, actions or causes of action of every kind, nature and description brought against the TOWN for or on account of any injuries or damages received or sustained by any party or parties by or from the negligence of the CONTRACTOR, its officers, members, contractors, agents, employees or invitees.

## **ARTICLE 12 - NOTICES**

12.01 All notices required by this instrument must be in writing, and must be personally delivered or deposited in a mail receptacle maintained by the United States Postal Service. A mailed notice must be contained in an accurately addressed, sealed envelope, marked for delivery by first class certified mail return receipt requested, with sufficient prepaid postage affixed and with return receipt requested. Notices to TOWN and CONTRACTOR shall be addressed to their respective addresses as set forth above, or to such other addresses as they may designate by notice given in accordance with this paragraph and to either of their attorneys as they may from time to time designate by notice given in accordance with this paragraph. Notice shall be deemed given and received as of the date of its personal delivery or the date of its mailing in accordance with this paragraph.

## **ARTICLE 13 - EXPENSES OF REPAIR**

13.01 CONTRACTOR shall at its own expense keep all equipment licensed by the TOWN in good repair and operating order and furnish all necessary equipment to keep same in good repair and operating order.

## **ARTICLE 14 - BUILDING AND CONSTRUCTION**

14.01 CONTRACTOR shall not cause any buildings or structures to be constructed or erected unless specific approval therefor is granted by the TOWN for such construction. CONTRACTOR shall apply for and obtain required Building Permits for the construction of any structure authorized by the Town Board.

## **ARTICLE 15 – MAINTENANCE**

15.01 In exercising the rights herein granted, the CONTRACTOR shall repair any damage to the TOWN'S property, replace and restore all grounds, materials and equipment to the same condition as existed as of the date of execution of this AGREEMENT, make appropriate provisions for drainage, water run-off and soil management of the property as approved by the TOWN, including removal of any snow and ice required to be removed in order to provide access to all property, structures, equipment and facilities at the sole cost and expense of CONTRACTOR.

## **ARTICLE 16 - PUBLIC ACCESS**

16.01 Unless provided otherwise in the Contract Documents, there shall be public access to the property, except that access to those areas customarily used for administrative, maintenance, safety and public health purposes, may be restricted. The TOWN reserves the right to promulgate rules and regulations regarding hours of use by the CONTRACTOR and the public.

## **ARTICLE 17 – INSPECTION**

17.01 The CONTRACTOR and its authorized agents, employees and representatives shall have the right to enter the property subject to this AGREEMENT upon written notice to the TOWN, at such times during normal business hours and in such manner as will not unnecessarily interfere with the TOWN'S use of the property in accordance with this AGREEMENT, to examine and inspect the property to ensure there are no violations, breaches or defaults of any term, provision, covenant or obligation on the CONTRACTOR'S part to be observed or performed under this AGREEMENT.

## ARTICLE 18 - DEFECTIVE WORK

18.01 If the work to be performed pursuant to this AGREEMENT is defective or abandoned, which shall be determined solely by the ENGINEER, or other agents and or employees of the TOWN pursuant to authorization by Resolution of the Town Board, the ENGINEER or other authorized agent(s) of the TOWN shall certify in writing to the CONTRACTOR that the conditions specified in this AGREEMENT and/or Contract Documents have not been fulfilled due to, but not limited to, the rate of progress, unnecessary or unreasonable delay, or that the CONTRACTOR, its officers, members, subcontractors, agents, employees or invitees have in any way frustrated or violated the provisions of this AGREEMENT, the TOWN, in its sole discretion, may terminate this AGREEMENT and make any and all claims for damages as provided herein.

18.01.01     Arbitration. All claims, disputes and other matters in question arising out of, or relating to this AGREEMENT, including any Contract Documents, except for claims which relate to the enforcement of Performance and Payments Bonds which claims shall be subject to the provisions contained therein, shall be decided by arbitration in accordance with the most recent revision of the Construction Industry Arbitration Rules of the American Arbitration Association, and shall be enforceable under Article 75 of the New York State Civil Practice Laws and Rules. Any award rendered by the arbitrator(s) shall be final and binding upon the parties to this AGREEMENT and may be entered as a judgment with the full force and effect of such in any court having jurisdiction thereof.

18.01.02      Liquidated Damages. In the event of a material breach of this AGREEMENT by CONTRACTOR as determined in accordance with the provisions contained herein, CONTRACTOR hereby agrees to pay as liquidated damages the sum of \$200.00 for each day beyond the time specified herein during which the work is not complete. CONTRACTOR and TOWN agree that it is impossible to determine with reasonable accuracy the precise amount of damage to the TOWN upon CONTRACTOR'S failure to complete the project as specified herein. CONTRACTOR and TOWN further agree that the damages set forth above are reasonable and in no way can be construed as a penalty or other punitive measure, based upon the facts and circumstances of the parties at the time of entering the AGREEMENT and with due regard to future expectations.

**ARTICLE 19 – SURVIVAL**

19.01 The provisions of this AGREEMENT shall survive any termination by the TOWN of this AGREEMENT. CONTRACTOR shall at all times hereinafter be bound by and shall comply with all of the provisions of this AGREEMENT.

**ARTICLE 20 - ASSIGNMENT PROHIBITED**

20.01 CONTRACTOR shall not assign this AGREEMENT, or any of its rights, privilege or interest herein without the express, prior written consent of the TOWN.

**ARTICLE 21 - GUARANTEES AND WARRANTIES**

21.01 CONTRACTOR warrants and guarantees to TOWN that all work performed and equipment and materials furnished pursuant to this AGREEMENT will be

in accordance with the Contract Documents and will be free from any and all patent and latent defects for a period of one (1) year from the date of final acceptance of the completed Work. CONTRACTOR hereby guarantees further that it will promptly correct, abate, repair and remedy any and all materials and equipment constituting any defects due to faulty workmanship and materials at no expense to TOWN. This Guaranty will be in addition to any personal guarantee(s) that CONTRACTOR may provide and shall supplement same accordingly.

21.01.01 CONTRACTOR shall proceed with the construction expeditiously and with due diligence and in a good and workmanlike manner to complete the construction within a reasonable period of time. In the event that completion shall be delayed by changes in plans and specifications, strikes, nonavailability of materials, prolonged inclement weather, or any other occurrences beyond the CONTRACTOR'S control, there shall be a reasonable extension of time for the completion to a date mutually agreed upon by the TOWN and CONTRACTOR.

21.01.02 CONTRACTOR warrants that he will perform the construction in a good, proper and workmanlike manner and the owners warrant that they will make all payments pursuant to the terms of the AGREEMENT.

## **ARTICLE 22 - MODIFICATION**

22.01 No change, modification, or waiver of any term of this AGREEMENT shall be valid unless it is in writing and signed by both Parties.

### **ARTICLE 23 - ENTIRE AGREEMENT**

23.01 This written AGREEMENT, when signed by both Parties, forms the AGREEMENT between the Parties and replaces and supersedes all prior agreements or understandings between the Parties. This AGREEMENT may be executed in counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single AGREEMENT.

### **ARTICLE 24 - WAIVER**

24.01 No waiver of any breach of any condition of the AGREEMENT shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this AGREEMENT or constitute a cost or excuse for repetition of such or any other breach unless the waiver shall include the same.

### **ARTICLE 25 - SUCCESSORS AND ASSIGNS**

25.01 This AGREEMENT shall apply to and bind the successors and heirs, administrators and executors of the Parties.

### **ARTICLE 26 - CONSTRUCTION**

26.01 This AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of New York and without the aid of any canon, custom or rule of law requiring construction against the draftsman. All equipment, structures and property authorized to be used pursuant to this AGREEMENT shall be used, operated, maintained and repaired so as to be in compliance with all applicable statutes, laws, ordinances, local laws, codes, rules and regulations of the Town of Beekman or any other federal or state agency having jurisdiction thereof.



IN WITNESS WHEREOF, the TOWN AND CONTRACTOR have caused this AGREEMENT to be duly executed as of the day and year first above written.

TOWN OF BEEKMAN

BY: Mary Covucci  
Mary Covucci, Supervisor

JOHN A. GIAIMO AND SON, INC.

BY: \_\_\_\_\_  
John A. Giaimo, Jr., President

STATE OF NEW YORK )

) ss:

COUNTY OF DUTCHESS )

On the 4th day of June, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Covucci, the Supervisor of the Town of Beekman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Amy M Goetz  
Notary Public



STATE OF NEW YORK )

) ss:

COUNTY OF DUTCHESS )

On the \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared John A. Giaimo, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the TOWN AND CONTRACTOR have caused this AGREEMENT to be duly executed as of the day and year first above written.

TOWN OF BEEKMAN

BY: \_\_\_\_\_  
Mary Covucci, Supervisor

JOHN A. GIAIMO AND SON, INC.

BY:  \_\_\_\_\_  
John A. Giaimo, Jr., President

STATE OF NEW YORK )

) ss:

COUNTY OF DUTCHESS )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Covucci, the Supervisor of the Town of Beekman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.


\_\_\_\_\_  
Notary Public

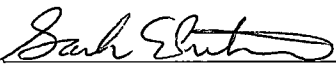
STATE OF NEW YORK )

) ss:

COUNTY OF DUTCHESS )

On the 4<sup>th</sup> day of June, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared John A. Giaimo, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

  
SANDRA E. PIETROBONO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01PI6073445  
QUALIFIED IN DUTCHESS COUNTY  
COMMISSION EXPIRES APRIL 22, 2026

 \_\_\_\_\_  
Notary Public

**TOWN OF BEEKMAN  
Highway Department**

**4 Main Street  
Beekman, NY 12570  
845-724-5300**

May 29, 2024

The enclosed specifications are for Highway Materials to be purchased by the Town of Beekman through **March 31, 2025**. The bids will be advertised in the The Poughkeepsie Journal. **The opening of bids will be at the Town Clerks Office**, at the Town of Beekman Town Hall, at 4 Main Street, Poughquag, NY. Please submit **SEALED BIDS** to the Town Clerk at the above address and **shall bear on the face the name and address of the bidder, bid material, as well as the words SEALED BID.** Keep in mind that all submitted bids **MUST INCLUDE YOUR SIGNED/NOTARIZED NON-COLLUSION BID CERTIFICATE.** We cannot accept bids without a notarized Non-Collusion Bid Certificate. **Submit only the pages that pertain to your specific bid along with the notarized Non-Collusion Bid Certificate.**

Please submit only the pages pertaining to your bid. Amounts can be entered in the attached Bid Submission Excel spreadsheet. Include your companies W9 and current Certificate of Insurance.

Thank you!

Tony Coviello  
Highway Superintendent

**TOWN OF BEEKMAN**  
**NOTICE TO BIDDERS**

PLEASE TAKE NOTICE that sealed bids for the purchase of the following materials will be received at the Town of Beekman Town Clerks Office, 4 Main Street, Beekman NY 12570, until 10:00AM on June 20, 2024 at which time they will be opened and publicly read aloud.

The Town of Beekman reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid request in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor, and the vendor is only bound to any contract between the Town of Beekman and the vendor. Additionally, the Town reserves the right to purchase any goods or services included as part of this bid request from any means legally available to it at any time.

Bituminous Concrete Laid-in-Place

**Bids MUST be submitted in sealed envelopes** to the above address and **shall bear on the face the name and address of the bidder, bid material, as well as the words SEALED BID.** Keep in mind that all submitted bids **MUST INCLUDE YOUR SIGNED/NOTARIZED NON-COLLUSION BID CERTIFICATE.** Specifications, proposal, and bid forms are available at the Town Clerks Office or the website at [www.townofbeekmanny.us](http://www.townofbeekmanny.us)

The right is reserved to reject any or all bids or to re-advertise for new bids or to accept any bid which is in the best interest of the Town of Beekman.

TOWN OF BEEKMAN

TONY COVIELLO  
SUPERINTENDENT OF HIGHWAYS

# NON-COLLUSION BID CERTIFICATE

Made pursuant to Section 103-d of the General Municipal law of the  
State of New York as amended by the Laws of 1966.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. The prices will remain in effect until **March 31, 2025**.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly, or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
  - a. A bid shall not be considered for award, nor shall any award be made where (a) 1, 2, and 3, above, have not been complied with; provided, however, that is in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1, 2, and 3, above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Town of Beekman reserves the right to waive minor informalities, reject any and all Bids, and/or accept the Bid that in its judgment is in the best interest of the Town of Beekman.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

State of New York)  
County of \_\_\_\_\_) ss.:

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Title

On the \_\_\_\_\_ day of \_\_\_\_\_, two thousand and twenty-four, before me personally came the individual described in and who executed the foregoing instrument and acknowledged that and executed the same.

\_\_\_\_\_  
Notary Public

## TOWN OF BEEKMAN

### BID SPECIFICATIONS FOR LAID-IN-PLACE BITUMINOUS CONCRETE (BLACKTOP)

Price to be on a per ton basis, trucking, paving, and compaction to be included. Pavement preparation, including cleaning and shimming, will be the responsibility of the Town of Beekman. *The keying of the pavement will be done by the Town of Beekman Highway Department.*

Pavement will be laid in accordance with the instructions of the Superintendent of Highways (regarding thickness, width, etc.). Each load will have an individual weigh-master's ticket indicating total tons per load. Tickets will be turned in to the Highway Superintendent's office at the end of each working day.

*Labor for raking and all tasks associated with paving will be supplied by the vendor. Flagging will be performed by the Town of Beekman employees.* This will include feathering and adjustments necessary at both public and private intersections.

All bituminous concrete mixes shall be of a uniform nature and in accordance with New York State Department of Transportation Specification, 401-303, dated January 2, 1973, including approved automation, and recording of batching all bituminous materials. All aggregates shall be approved as detailed in 401-302 of the fore mentioned State Specifications. Copies of this approval shall be furnished upon request.

Scheduling -- If schedules conflict with the bidder and the Town, the Town reserves the right to use the next lowest bidder in the event the winning bidder cannot in a reasonable period fulfill the responsibilities of this bid.

Town of Beekman's Superintendent of Highways, or in his absence, the Deputy Superintendent of Highways and/or Highway Department Foreman, shall upon determination that conditions do not exist for good application of material, stop application of materials until conditions improve to his, or her, satisfaction.

Bid must be accompanied by a Non-Collusion Certificate and submitted in a sealed envelope marked: "Bid: Laid-in-Place Blacktop"

Bidder must comply with all New York State labor laws including, but not exclusive of all others, specifically, Article 8 (220-223) and Article 9 (230-239) New York State Labor Law. Must comply with New York State Prevailing Wage Law.

The bid must be submitted on the form supplied for this purpose and enclosed with these specifications.

The Town's Superintendent of Highways reserves the right to reject any or all bids and to accept any bid which he deems to be in the best interest of the Town of Beekman.

Hauling distance to and from bidder's plant shall be a consideration to serve the best interests of the Town of Beekman.

The Town of Beekman reserves the right to utilize Town forces, equipment rental with operators for paving bituminous concrete, or a combination of same if it is deemed to be in the best interest of the Town of Beekman.

CONTINUED

**BID SPECIFICATIONS FOR LAID-IN-PLACE BITUMINOUS CONCRETE (BLACKTOP)**

Mechanical paver to be used by vendor shall have a maximum spread width of twenty (20) feet and no less than ten (10) feet spread width. Compaction shall be provided by a vibratory roller of no less than ten tons compaction ability.

ITEM #	DESCRIPTION	PER NET TON PRICE L-I-P
403.118902 M	Hot Mix Asphalt, Type 1 Base Course	\$ _____
403.138902 M	Hot Mix Asphalt, Type 3 Binder course	\$ _____
403.159802 M	Hot Mix Asphalt, Type 5 Shim Course	\$ _____
403.178902 M	Hot Mix Asphalt, Type 6 Top Course	\$ _____
403.178302 M	Hot Mix Asphalt, Type 6F3 Top Course	\$ _____
403.198302 M	Hot Mix Asphalt, Type 7F3 Top Course	\$ _____
403.218902 M	Hot Mix Asphalt, True and Level Course	\$ _____
404.178902	Warm Mix Asphalt, Type 6F3- Top	\$ _____
404.118902	Warm Mix Asphalt, Type 1 Base Course	\$ _____
404.138902	Warm Mix Asphalt, Type 3 Binder	\$ _____

**PRICE ADJUSTMENT CLAUSE:**

In view of the uncertainty and fluctuation of Asphalt Cement prices, bidder shall use **\$623** effective **May 1, 2024**, per ton base average AC-20 material for the purpose of this bid. Price adjustments during the life of this bid shall be made in accordance with that formula and procedure set forth by the New York State Office of General Services.

CONTINUED

**LAID-IN-PLACE BITUMINOUS CONCRETE (BLACKTOP)**

Price adjustment = % of AC - 20

New posted terminal prices – **\$623.00** base average

Documentation of the price of AC-20 must be submitted with invoice.

Legal name of Firm, Person, or Corporation:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

By:  
Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# 2024 Training Seminar Registration Form

## **New York State Association of Tax Receivers & Collectors Fort William Henry Lake George, NY June 9 – 12, 2024**

**2024 Sessions include** Legal/Legislative updates, Working with Assessors, Active Shooter Training, TSOs. Additional topics and details are available on our website. [NYSATRC.COM](http://NYSATRC.COM)

**Seminar Registration:** Registration is open to 2024 paid members of NYSATRC. If you are not currently a member, please send in your annual dues, along with the membership form (download at [www.nysatrc.com](http://www.nysatrc.com)) to Amy Neumann, NYSATRC Membership Chair, PO Box 181, Leicester, NY 14481

**Seminar Registration Form:** This registration is \$100.00 for attendance at the Training Seminar and \$45.00 for an optional dinner cruise on Monday night, June 10th. **Deadline is May 10, 2024.**

**Hotel Reservations** are to be made directly with the Fort William Henry Hotel. The hotel registration form is available online at [NYSATRC.COM](http://NYSATRC.COM) under the "Downloadable Forms tab".

**Special Dinner:** An optional Monday night dinner cruise on Lake George at a reduced price of \$45. This needs to be paid at the time of registering.

Commuter meals can be purchased at the hotel if you plan on joining us for Breakfast(s), Lunch(es), and/or Tuesday's Gala Dinner.

**Mail this: 1) completed form. 2) payment of \$100 plus \$45 for the Dinner Cruise on Monday night on the Lac du Saint Sacrement on Lake George (these are per person) payable to NYSATRC and mail to:**

**Jamiee Ross, Tax Collector – Town of Thurman  
748 Glen Athol, Warrensburg, NY 12885**

(Must be a paid-in-full 2024 NYSATRC member – forms available on our website)

***Please print clearly!***

**Attendee Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Town** \_\_\_\_\_ **Companion Name** \_\_\_\_\_  
(For Cruise)

**Address** \_\_\_\_\_ **County** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Daytime Phone ( )** \_\_\_\_\_ **Cell Phone ( )** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Confirmation will be sent to your email address**

**Cancellations received at least ten days before the event will be refunded, less a \$25.00 processing fee.**

**For updates on the June seminar and additional forms, please visit the website at [www.nysatrc.com](http://www.nysatrc.com)**

# Samantha Lopez-Mejorado

Poughquag, NY 12570  
samanthaamejorado@gmail.com  
+1 845 475 6797

Authorized to work in the US for any employer

## Work Experience

---

### **Secretary/Receptionist**

USA Lawns - Poughquag, NY  
November 2013 to Present

- Handling phone calls, emails and setting appointments for new clients
- Keeping records, and billing clients monthly

### **Teacher's Assistant**

Hyde Park Central School District - Hyde Park, NY  
August 2023 to May 2024

- Reinforce lessons by reviewing material with students one-on-one or in small groups
- Monitoring students: Taking attendance, recording student progress, and monitoring student behavior
- Overseeing students outside of the classroom, supervising students during lunch, recess, field trips, and between classes

### **Assistant Director**

Camp sunny days - Pleasant Valley, NY  
June 2023 to August 2023

- Overseeing the work experience of program staff, assessing candidate potential, and matching skill sets with appropriate roles
- Assisting the camp director with program development, ensuring compliance with all applicable standards, and ensuring that activities and programs are safe and engaging
- Organizing, planning, and leading the programs life cycle of staff recruitment, hiring and training

### **Job Coach**

The Arc Greater Hudson Valley, NY - Poughkeepsie, NY  
June 2022 to August 2023

- Job searching skills: Taught clients job searching techniques and help them prepare for interviews
- Mentorship: provided mentorship to help clients improve their self-advocacy, work culture behavior, and employability skills

### **Server**

Cracker Barrel - Lima, OH  
July 2014 to June 2015

- Serving food and drinks: Cooking and preparing food and drinks
- collecting payments
- Adhering to all relevant health department rules and regulations, and customer service guidelines

## **Cashier/Customer Service**

Adams Fairacre Farms - Poughkeepsie, NY  
November 2011 to March 2014

- Interact with customers clearly
- Process cash, check, credit and debit transactions
- Maintain clean and orderly checkout areas, and organize cash register and shelves
- Greet customers, provide excellent service, and resolve complaints

## **Education**

### **Diploma**

Arlington High School - Lagrangeville, NY  
September 2009 to June 2013

## **Skills**

- Restaurant Experience
- Serving Experience
- Communication skills
- Microsoft Office
- Organizational skills
- Customer service
- Attention to detail

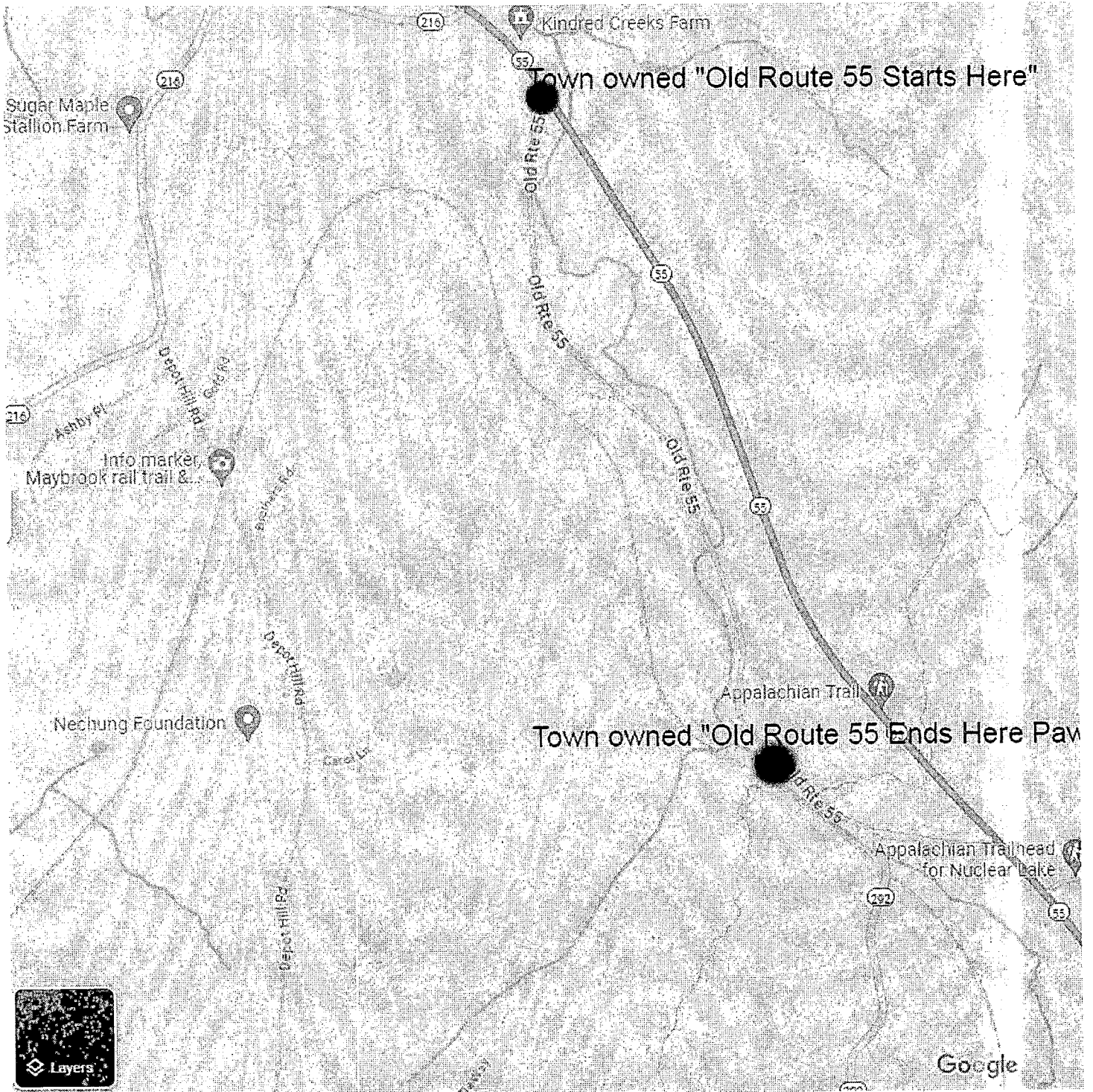
## **Certifications and Licenses**

### **CPR Certification**

June 2023 to June 2024

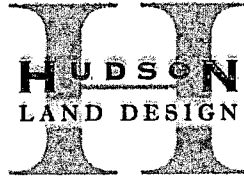
### **First Aid Certification**

June 2023 to June 2025



**NOTICE OF CONFIDENTIALITY:**

*This e-mail (including attachments) is covered by the Electronic Communications Privacy Act 18 U.S.C. Sec 2510-2521 and is confidential. This confidential transmission may include, privileged information intended only for the recipient(s) names above. If you are not the intended recipient, reading, disclosure, discussion, dissemination, distribution or copying of this information by anyone other than the intended recipient or their legal agent(s) is strictly prohibited. Nothing in this communication is intended to constitute a waiver of any privilege or the confidentiality of this message. If you have received this email in error, please delete it.*



*Civil and Environmental Engineering Consultants*  
174 Main Street Beacon, NY 12508 (Main Office and Mailing Address)  
13 Chambers Street, Newburgh, NY 12550 (Satellite Office)  
Phone: 845-440-6926  
[www.HudsonLandDesign.com](http://www.HudsonLandDesign.com)

---

---

May 29, 2024

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

Re: Beekman Town Hall – Emergency Generator (RFP: 2024-0502)  
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

The Town received two (2) proposals in response to the Request For Proposal (RFP: 2024-0502) for electrician services related to the Beekman Town Hall Emergency Generator Project, which deadline was extended to May 29, 2024 at 12PM EST. The table below lists the contractor and proposal amount for the received proposals.

<u>Electrical Contractor</u>	<u>Proposal Amount</u>
John A. Giaimo and Son, Inc.	\$19,700.00
Black Electric	\$23,865.00

After reviewing the proposals and the requisite forms, we recommend that the Town Board consider retaining the services of John A. Giaimo and Son, Inc. to provide electrician services associated with the Beekman Town Hall Emergency Generator work per RFP: 2024-0502, with a cost of \$19,700.00. If the Town Board awards the project to John A. Giaimo and Son, Inc. per this recommendation at its next Town Board agenda, we would ask that the Town Attorney prepare a contract at his earliest. Should you have any questions, please feel free to call my direct line at 845-765-8955.

Sincerely,

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

Daniel G. Koehler, P.E.  
Principal

Att: Proposal Forms

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

RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502  
ATTACHMENT 1 - FORMS

FORM #1

STATEMENT OF UNDERSTANDING

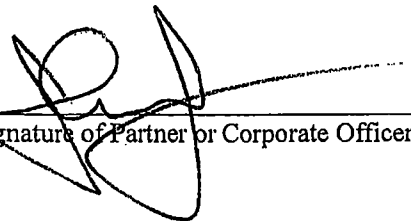
By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Proposal and the standard construction services contract, and (iv) will, if its proposal is accepted, enter into a standard agreement with the Town of Beekman.

The undersigned further stipulates that the information in this proposal is, to the best of knowledge and belief, true and accurate.

John A. Gialmo and Son INC

Name of Firm/Consultant

By:

  
Signature of Partner or Corporate Officer

5/29/2024  
Date

John A. Gialmo, JR  
Print Name

President  
Title

Cell 845-222-5160 Fax 845-226-5797 14-1735545  
Telephone / Fax #'s EIN #

2487 Rt 55  
Hopewell Jct, NY 12533  
Address

JR@gialmoelectric.com  
E-mail address

www.gialmoelectric.com  
Website / URL

RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502  
ATTACHMENT 1 - FORMS

FORM #2

VENDOR RESPONSIBILITY QUESTIONNAIRE

Legal Business Name:	John A. Grammo and Son INC
EIN:	14-1735545
Address of the Principal Place of Business/Executive Office:	2487 Rte 55 Hopewell Tact, NY 12533
Telephone/Fax:	Cell 845-222-5160 Fax 845-226-6797
Email:	jr@grammoelectric.com
Website:	www.grammoelectric.com
Authorized Contact for this Questionnaire:	John A. Grammo, JR
Name:	
Telephone/Fax:	845-222-5160 Fax 845-226-6797
Title:	President
Email:	jr@grammoelectric.com

I. Integrity: Contract Award: Within the past five (5) years, has the business entity or affiliate:

a. Been suspended, cancelled or terminated for cause on any government contract?

No

b. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? No

\*\*\* For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

---

---

---

RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502  
ATTACHMENT 1 - FORMS

FORM #2, continued

VENDOR RESPONSIBILITY QUESTIONNAIRE

II. Certifications/Licenses:

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?

No

\*\*\* If "yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

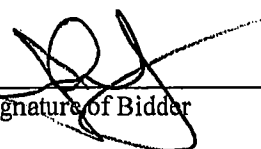
- a. Been the subject of a civil complaint?  
No
- b. Been the subject of a judgment or conviction for conduct constituting a crime?  
No
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful?  
No
- d. Had any New York State Labor Law violation deemed willful?  
No

John A. Graumo and Son INC  
Company Name Date

John A. Graumo, JR President  
Name of Bidder Title

2487 Rte 55  
Hopewell Jct, NY 12533 / 845-222-5160 / 845-226-6797  
Address Telephone FAX

JRG@graumo-electric.com  
Email

  
Signature of Bidder



RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502  
ATTACHMENT 1 - FORMS

FORM #3

STATEMENT OF ACCEPTANCE

All terms, conditions and requirements as set forth in this Request for Proposal are acceptable as specified therein. Yes X No \_\_\_\_\_

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Request for Proposal with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

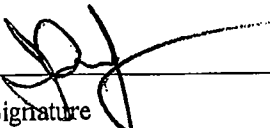
- A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town of Beekman is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal for the Beekman Town Hall – Emergency Generator RFP 2024:0502 except as identified.

In preparing the attached response to proposal, I (we) understand that if awarded, I (we) will comply with all federal, state, and local wage and labor requirements, including Section 220 of the New York State Labor Law.

Company Name and Address John A. Grammo and Son INC  
2487 Rt 55  
Hopewell Tnct, NY 12533

  
\_\_\_\_\_  
Signature

5/29/2024  
\_\_\_\_\_  
Date

John A. Grammo, Jr President  
\_\_\_\_\_  
Name & Title

845-222-5160  
\_\_\_\_\_  
Phone Number

jr@grammo-electric.com  
\_\_\_\_\_  
Email Address

845-226-6797  
\_\_\_\_\_  
Fax Number

**RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502**  
**ATTACHMENT 1 - FORMS**

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the Town, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

1. the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The Town of Beekman may award a bid to a bidder who cannot make the certification on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran:  
or
2. The Town makes a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

RFP for Beekman Town Hall – Emergency Generator: RFP 2024:0502  
ATTACHMENT 1 - FORMS

FORM #4  
BIDDERS CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Town from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

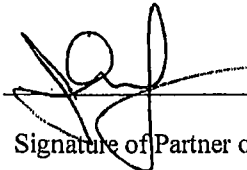
**BIDDER'S CERTIFICATION**

*[Please Check One]*

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

By:

  
\_\_\_\_\_  
Signature of Partner or Corporate Officer

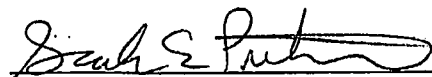
5/29/2024  
\_\_\_\_\_  
Date

John A. Graumo, Jr.  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

Sworn to me before this

29<sup>th</sup> day of May, 2024

  
\_\_\_\_\_  
Notary Public

**SANDRA E. PIETROBONO**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**NO. 01PI6073445**  
**QUALIFIED IN DUTCHESS COUNTY**  
**COMMISSION EXPIRES APRIL 22, 2026**

**JOHN A. GIAIMO & SON, INC.**  
**LICENSED ELECTRICAL CONTRACTOR**  
(845) 226-6595  
(845) 226-6797 FAX

**Bid Proposal**  
05/23/2024

Town of Beekman  
4 Main Street  
Poughquag, NY 12570  
Attn: Dan

Re: town hall emergency generator

Page 1 of 3

Dan

Please find attached a proposal for the emergency generator work at the Town of Beekman Town hall in accordance with the specs and drawings provided in the bid.

After review, if there are any questions or concerns, please feel free to contact me at any time

Thank you



John Giaimo  
President  
John A. Giaimo & Son, Inc.  
845-226-6595 office  
845-222-5160 direct cell

**JOHN A. GIAIMO & SON, INC.**  
**LICENSED ELECTRICAL CONTRACTOR**  
(845) 226-6595  
(845) 226-6797 FAX

**Bid Proposal**  
05/23/2024

Town of Beekman  
4 Main Street  
Poughquag, NY 12570  
Attn: Dan

Re: town hall emergency generator

Page 2 of 3

Supply labor and material to install electrical work as follows:

- Provide complete electrical construction as per drawings provided
- Provide and install new conduit and wiring for new generator and transfer switch
- Install customer provided transfer switch by existing outdoor meter
- Install new conduits and wiring into generator pad from transfer switch
- Install control and auxiliary power wiring through existing conduit into mechanical room in building and wire into existing panel
- Provide complete coordination with NYSEG for power transfer
- Provide electrical inspection and certificate

**Project notes:**

- Generator and transfer switch provided by others
- Excavation and backfill provided by others
- Concrete pad, fencing and landscaping provided by others
- All labor is bid as prevailing rate wages with certified payroll provided

**JOHN A. GIAIMO & SON, INC.**  
**LICENSED ELECTRICAL CONTRACTOR**  
(845) 226-6595  
(845) 226-6797 FAX

**Bid Proposal**  
09/07/2023  
10/24/2023 revised

Town of Beekman  
4 Main Street  
Poughquag, NY 12570  
Attn: Amy

Re: town hall emergency generator

Page 3 of 3

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:  
**Nineteen Thousand Seven Hundred Dollars.....\$19,700.00**

**Payment schedule:**

TBD

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

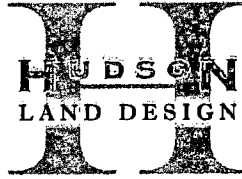
Note: This proposal valid for  
30 days only

Authorized signature: \_\_\_\_\_



**Acceptance of Proposal:** I have read all of this document and accept the prices, specifications and conditions stated. I understand that by signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



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

---

---

May 28, 2024

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

Re: Swim Pond Stone Weir Improvements (RFP: 2024-0415-1)  
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

The Town received three (3) bid proposals in response to the Advertisement for Bids/Bid Package for the Swim Pond Stone Weir Improvements Project. The table below lists the bidder, bid option, and bid amount for the received bids.

<u>Bidder</u>	<u>Bid Option</u>	<u>Bid Amount</u>
Kingston Equipment Rental, Inc.	Base	\$201,400.00
Kingston Equipment Rental, Inc.	Alternate	ADD \$187 per ton for concrete block
Sunco, Inc.	Base	\$500,000.00
Sunco, Inc.	Alternate	\$387,256.00 (using Redi-Rock blocks)
Van Etten Contracting, LLC	Base	\$255,900.00

After reviewing the bids, the Bid Forms, and contacting two references with positive feedback, it is our suggestion that the work associated with the Base Bid be awarded to the low bidder for the project, Kingston Equipment Rental, Inc. with a bid of \$201,400.00. We are in receipt of a bid bond in the amount of 10% of the bid amount from Kingston Equipment Rental, Inc.

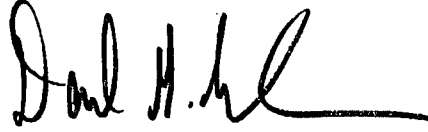
We recommend that the Town Board consider retaining the services of Kingston Equipment Rental, Inc. to complete the Swim Pond Stone Weir Improvements Project Base Bid work, with a cost of \$201,400.00.

If the Town Board awards the project to Kingston Equipment Rental, Inc. per this recommendation at its next Town Board agenda, we would ask that the Town Attorney prepare a contract with Kingston Equipment Rental, Inc. at his earliest.

Beekman Town Board  
Swim Pond Stone Weir Improvements Project  
May 28, 2024

Should you have any questions, please feel free to call my direct line at 845-765-8955.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Koehler". The signature is fluid and cursive, with a long horizontal stroke at the end.

Daniel G. Koehler, P.E.  
Principal

Att: Bid Forms and Bid Bond

cc: Laureen Abbatantuono, Town Clerk (via email)  
Tom Carey, Town Comptroller (via email)  
Linda Bloomer, Town Bookkeeper (via email)  
Dani Plastini, Recreation Director (via email)  
Wallace & Wallace, Town Attorney (via email)  
Michael A. Bodendorf, P.E. (HLD file)



ATTACHMENT A  
Forms

FORM #1  
STATEMENT OF ACCEPTANCE

All terms, conditions and requirements as set forth in this Bidding Document are acceptable as specified therein. Yes  No

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in the Bidding Document with your proposal response.

By submission of this proposal, each bidder, and each person signing on behalf of any bidder, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, certifies that to the best of its knowledge and belief:

- A. the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and
- B. unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder certifies that this proposal is made without any connection with any other person making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town of Beekman is directly or indirectly interested therein, or in any portion of the profits thereof.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Bidding Documents for Swim Pond Stone Weir Improvements except as identified.

In preparing the attached response to proposal, I (we) understand that if awarded, I (we) will comply with all federal, state, and local wage and labor requirements, including Section 220 of the New York State Labor Law.

By signing in the space provided below, the undersigned certifies that the respondent (i) has read and understands and accepts the scope and requirements of this project and all of the attachments; (ii) has the capacity to execute this project; (iii) agrees to accept payment in accordance with the requirements of this Proposal and the standard construction services contract, and (iv) will, if its proposal is accepted, enter into a standard agreement with the Town of Beekman.

Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

FORM #1, continued  
STATEMENT OF ACCEPTANCE

The undersigned further stipulates that the information in this Bid is, to the best of knowledge and belief, true and accurate.

Company Name and Address

Kingston Equipment Rental, Inc.

78 Stone Road

West Hurley, NY 12491

EIN 14-1503659

Rita Kosonen

Signature of Partner or Corporate Officer

5/21/2024

Date

Rita Kosonen - Secretary/Treasurer

Print Name & Title

845-338-6025

Phone Number

Rita@bakerbrothersny.com

Email Address

845-338-3425

Fax Number

FORM #2  
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

Legal Business Name:	Kingston Equipment Rental, Inc.
EIN:	14-1503659
Address of the Principal Place of Business/Executive Office:	78 Stone Road, West Hurley, NY 12491
Telephone/Fax:	PH: 845-338-6025 Fax - 845-338-3425
Email:	Rudie@bakerbrothersny.com And Rita@bakerbrothersny.com
Website:	
Authorized Contact for this Questionnaire:	
Name:	Rita Kosonen
Telephone/Fax:	PH: 845-338-6025 Fax - 845-338-3425
Title:	Secretary / Treasurer
Email:	Rita@bakerbrothersny.com

- I. Integrity: Contract Award: Within the past five (5) years, has the business entity or affiliate:
- a. Been suspended, cancelled or terminated for cause on any government contract? NO
  - b. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? NO

\*\*\* For each "yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

---

---

---

FORM #2, continued  
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

II. Certifications/Licenses:

- a. Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?

NO

\*\*\* If "yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Legal Proceedings: Within the past five (5) years, has the business entity or affiliate:

- a. Been the subject of a civil complaint?  
NO
- b. Been the subject of a judgment or conviction for conduct constituting a crime?  
NO
- c. Received any OSHA citation and Notification of penalty containing a violation classified as serious or willful?  
NO
- d. Had any New York State Labor Law violation deemed willful?  
NO

IV. Similar Work Experience: List work experience that is similar in scope and scale to this project. References with contact information shall also be provided.

\_\_\_\_\_  
"See Attached"  
\_\_\_\_\_

Kingston Equipment Rental, Inc. 5/21/24  
Company Name Date

Rita Kosonen Secretary / Treasurer  
Name of Bidder Title

Rita Kosonen  
Signature of Bidder

Kingston Equipment Rental Inc./ Baker Bros. Excavating  
78 Stone Road  
West Hurley, NY 12491  
Ph: 845-338-6025/ Fax: 845-338-3425  
E-mail: [BakerBrothers10@aol.com](mailto:BakerBrothers10@aol.com)

### Representative Projects

- 1) 1.3 mile Kingston Rail Trail ( John Shchultheis,P.E. , City of Kingston Engineers)  
Creation of Rail Trail along side the Hudson River on Scenic Hudson/ City of Kingston Property. Erosion control, clear and grub, cuts and fills, drainage, rip-rap, concrete work.  
Project Total = \$1,093,994.93 – 2020-2021.
  
- 2) MillBrook Road Bridge –Town of Hardenburgh (Jerry Fairbairn Supervisor)  
Create bypass road, erosion control, stream dewatering, completely new bridge, in stream work and landscaping.  
Project Total = \$557,100.00 – 2020
  
- 3) Mink Hollow Bridge – Town of Woodstock (John Stinemire Engineering)  
Currently 75% complete with this project, an 80' clear span drive thru steel truss bridge, all new abutments, stream dewatering/bypass, stream widening, riprap, plantings and paving.  
Project Projected Total = \$1.1 Million – 2021- 2022
  
- 4) Frost Valley YMCA Horse Trail Reconstruction and Stream Repairs –Sullivan County Soil & Water Conservation District – ( Brenden Wagner).  
Job entailed temporary relocation of stream channel, construction of new stream channel with in stream features creating fish habitat while putting bank back to support and then construct the YMCA horse trail to original conditions.  
Project Total = \$330,892.00 – 2021
  
- 5) PV-17 Bridge – Dutchess County DPW –( Matt Dutcavich, P.E.)  
80' precast arch bridge built into solid rock over flowing stream.  
Project Total = \$791,751.50 – 2020

Kingston Equipment Rental, Inc. / Baker Brothers Excavating  
78 Stone Road  
West Hurley, NY 12491  
PH: 845-338-6025 / FAX: 845-338-3425  
EMAIL: [Bakerbrothers10@aol.com](mailto:Bakerbrothers10@aol.com)

**Project Reference:**

Project: Hudson River Brickyard Trail  
Owner: City of Kingston – John Schultheis  
Location: East Kingston, NY  
Architect: ALTA Planning  
Contract Amount: 1,093,994.93  
Date Completed: December 2020  
Scope of Work: Linear Walking Trail

Project: Stony Clove Restoration Above Jansen Road  
Owner: Ulster County Soil & Water – Adam Doan  
Location: Town of Hunter Greene County  
Architect: SLR Engineering  
Contract Amount: \$2,049,055.00  
Date Completed: November 2022  
Scope of Work: Stream Restoration

Project: Ladleton Streambank Stabilization Project  
Owner: Sullivan County Soil & Water – Brenden Wagner  
Location: Denning Road, Claryville, NY  
Architect: Stantec Consulting Services Inc.  
Contract Amount: 901,312.00  
Date Completed: December 2022  
Scope of Work: Streambank Stabilization Project

Kingston Equipment Rental, Inc.  
Baker Brothers Excavating  
78 Stone Road  
West Hurley, Ny 12491

Page #1

Trail Projects:

1. Hudson River Brickyard Trail – 2020  
John Schultheis, P.E. – City of Kingston Engineer  
420 Broadway  
Kingston, NY 12401  
(845) 334-3967  
Completion Date: November 2020 - \$1,093,994.93
  
2. Frost Valley YMCA Horse Trail Reconstruction & Stream Repairs – 2021  
Brenden Wagner, CPESC Restoration Coordinator  
Sullivan County Soil & Water Conservation District  
PO Box 56  
Grahamsville, NY 12740  
(845) 985-2581  
Completion Date: July 2021 - \$330,892.00
  
3. Waterfront Project North Trail – 2023 – 2024  
Trevor Saksa – RLA, Leed AP  
NYS Parks, Recreation & Historic Preservation  
9 Old Post Road  
Staatsburg, NY 12580  
(845) 889-3851  
Completion Date: 99% - 2024 - \$708,000.00
  
4. Sojourner Truth State Park – Waterfront Improvements – 2023 -2024  
Joe Kiernan – Sr. Parks Project Manager  
Scenic Hudson/Quarry Waters LLC  
85 Civic Center Plaza  
Poughkeepsie, NY 12601  
(914) 489-5738  
Completion Date: 97% - 2024 - \$3,049,059.15

Con't:



**Trail Projects Presently under Construction:**

**Sojourner Truth State Park – Waterfront Improvements**  
**\$3,049,059.15**  
**97% Complete**

**Waterfront Project North Trail**  
**\$708,000.00**  
**99% Complete**

**Professional Engineer's:**

- 1. Brinnier and Larios, P.C.**  
**67 Maiden Lane**  
**Kingston, NY 12401**  
**(845) 338-7622**  
**Project: Saugerties Culverts Program**
  
- 2. John Stinemire, P.E.**  
**15 Railroad Avenue**  
**Kingston, NY 12401**  
**(845) 331-8806**  
**Project: Mink Hollow Road Bridge Replacement for the Town of Woodstock**
  
- 3. Dutchess County Dept of Public Works – Engineering Division**  
**Matt Dutcavich, P.E.**  
**626 Dutchess Turnpike**  
**Poughkeepsie, NY 12603**  
**(845) 486-2925**  
**Project: Replacement of Bridge C-29 – County Rte 14 – Dutchess County**

**Con't:**

FORM #3  
NON-COLLUSION CERTIFICATION

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2 and 3 above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where 1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose or restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.

Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and

Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Subscribed to under penalty of perjury under the laws of the State of New York, this 21<sup>st</sup> day of May, 2024 as the act and deed of said corporation or partnership.

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:**

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

---

---

---

---

---

---

---

---

Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
Budie F. Baker President:	30 Deseo Dr, Shokan NY, 12481
Rita Kosonen Secretary:	30 Thornwood Lane, Accord NY, 12404
Rita Kosonen Treasurer:	30 Thornwood Lane, Accord NY, 12404
_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____

BY

Potential Contractor Kingston Equipment Rental, Inc.  
Address 78 Stone Road  
West Hurley, NY 12491  
Telephone 845-338-6025 Title Secretary / Treasurer  
*If applicable, Responsible Corporate Officer*

Name Rita Kosonen Title Secretary / Treasurer  
Signature x Rita Kosonen

Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

**Joint or combined bids by companies or firms must be certified on behalf of each participant.**

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

Signature  X

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

Signature  X

**FORM #4**  
**BIDDERS CERTIFICATION OF COMPLIANCE WITH**  
**IRAN DIVESTMENT ACT**

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the Town, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

1. the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The Town of Beekman may award a bid to a bidder who cannot make the certification on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
2. The Town makes a determination that the goods or services are necessary for the Town to perform its functions and that, absent such an exemption, the Town would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

FORM #4, continued  
BIDDERS CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Town from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

**BIDDER'S CERTIFICATION**

*[Please Check One]*

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

By: Rita Kosonen  
Signature of Partner or Corporate Officer

5-16-2024  
Date

Rita Kosonen  
Print Name

Secretary/Treasurer  
Title

Sworn to me before this

16 day of May, <sup>2024</sup>~~2020~~

[Signature]  
Notary Public

LORILEE MILLER KURZ  
Notary Public, State of New York  
Reg. No. 01M16239971  
Qualified in Ulster County  
Commission Expires April 25, 2027

FORM #5  
PROPOSAL COST/UNIT PRICE SCHEDULE

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, as described below:

TOTAL CONTRACT PRICE: \$ 201,400.00

TOTAL CONTRACT PRICE IN WORDS: Two Hundred One Thousand  
Four Hundred Dollars.

Unit Prices

Contractor is to provide unit prices for the following items in the event that quantities differ from what was assumed for bid and/or for changes in scope.

1. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work [and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work].
2. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
3. The Contractor agrees that for changes in the Scope of the Site Work, the Contract Sum may, at the Owner's option, be adjusted (additions or deductions) in accordance with the following Unit Prices, which shall include Insurance, Taxes, Overhead and Profit. All Work done under the following Unit Prices shall be in accordance with the General Conditions, Contract, Plans and Specifications for the Work involved.



Swim Pond Stone Weir Improvements-Beekman Recreation Park  
Town of Beekman, New York

Item No.	Description	Unit	Unit Price
1	Mobilization/Demobilization	L.S.	6,200.00
2	Erosion Control	1,000 S.F.	645.00
3	Site Preparation (Clear, Grub)	1,000 S.F.	5,200.00
4	Temporary Cofferdam	L.F.	94.00
5	Bypass Pumping	Day	5,535.00
6	Removal of Existing Weir	L.S.	4,900.00
7	General Fill	C.Y.	98.00
8	Flat Stones	Ton	75.00
9	Riprap	Ton	44.00
10	Inlet Pipe Anchoring	L.S.	NA
11	Restoration (Topsoil, Seed)	1,000 S.F.	3,300.00

**Substitutions**

The Owner encourages the Contractor to provide alternates to reduce costs for the residents of the Town of Beekman. Describe any substitutes that can achieve this goal, and the corresponding reduction to be applied to the above Total Contract Price. The Town Engineer will be responsible for determining if the substitute meets with the design intent and the permit issued by the New York State Department of Environmental Conservation. Documentation in accordance with Section 00200 Article 4 shall be provided.

Item No.	Description	Unit	Unit Price
1	Concrete Block in Place of Flat Rocks	Ton	187.00
2			
3			
4			
5			

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Kingston Equipment Rental, Inc.  
78 Stone Road  
West Hurley, NY 12491

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)  
P.O. Box 14498  
Des Moines, IA 50306-3498  
Mailing Address for Notices

Bond No. KING5-16-24-1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Town of Beekman  
4 Main Street  
Poughquag, NY 12570

### BOND AMOUNT:

10%

Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Swim Pond Stone Weir Improvements - Beekman Recreation Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2024.

Kingston Equipment Rental, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Owner / President

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Witness)

By:

(Title)

Renee A. Manny  
Attorney-in-Fact

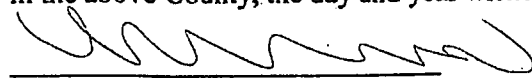
**Acknowledgment by Corporation**

STATE OF

COUNTY OF

On this 20<sup>th</sup> day of May, 2024, before me personally appeared Rudie Baker to me known, who being by me duly sworn, did acknowledge and say that (s)he is the President of Kingston Equipment Rental, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Lorilee Miller Kurz, Notary Public  
State of New York  
County of Ulster  
My Commission Expires: 4/25/25

LORILEE MILLER KURZ  
Notary Public, State of New York  
Reg. No. 01M16239971  
Qualified in Ulster County  
Commission Expires April 25, 2025

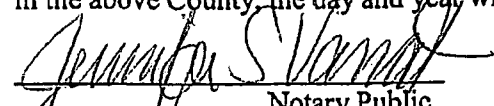
**Acknowledgment by Surety**

STATE OF New York

COUNTY OF Albany

On this 16th day of May, 2024, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



Jennifer S. Vanat, Notary Public  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

JENNIFER S. VANAT  
Notary Public, State of New York  
Qualified in Columbia County  
Reg # 01VA6135808  
Commission Expires Oct. 24, 2025

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

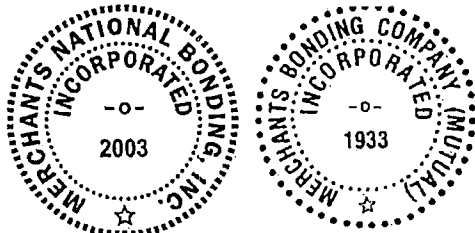
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

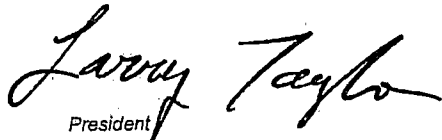
In connection with obligations in favor of the Florida Department of Transportation only, It is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

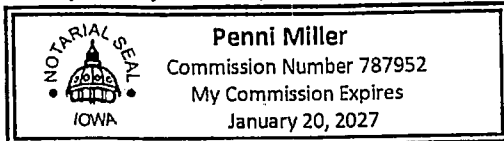


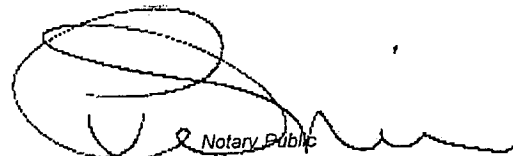
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

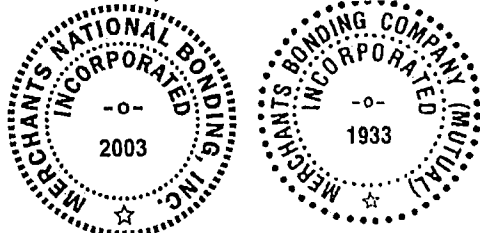


  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of May, 2024.



  
Secretary

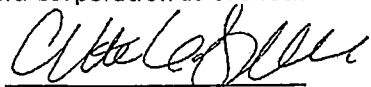


**MERCHANTS BONDING COMPANY (MUTUAL)**

**Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis**

	<u>Dec. 31, 2023</u>
<b>Admitted Assets</b>	
Bonds	\$ 266,658,576
Stocks	79,137,586
Real Estate	11,336,981
Cash and Short-Term Investments	33,996,939
Other Invested Assets	<u>1,747,460</u>
Subtotal, Cash and Invested Assets	392,877,542
Premiums in the Course of Collection	26,275,962
Amounts Recoverable from Reinsurers	4,169,563
Other Assets	26,965,581
Total Admitted Assets	<u>\$ 450,288,648</u>
<b>Liabilities &amp; Surplus</b>	
Losses and Loss Adjustment Expense Reserves	\$ 39,798,114
Unearned Premiums	90,085,669
Ceded Reinsurance Premiums Payable	9,084,115
Other Liabilities	<u>40,376,952</u>
Total Liabilities	179,344,850
Unassigned Funds (Surplus)	<u>270,943,798</u>
Total Surplus	270,943,798
Total Liabilities and Policyholders' Surplus	<u>\$ 450,288,648</u>

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2023, to the best of my knowledge and belief.

  
 Elisabeth Sandersfeld, CFO & Treasurer

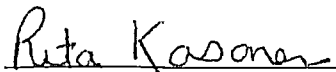
3/22/2024  
 Date

Kingston Equipment Rental, Inc.  
78 Stone Road  
West Hurley, NY 12491  
Ph: 845-338-6025 / Fax: 845-338-3425  
Email: [BakerBrothers10@aol.com](mailto:BakerBrothers10@aol.com)

"Corporate Resolution"

The following resolution was duly adopted by the Board of Directors of Kingston Equipment Rental, Inc. on May 21st, 2024.

Resolved that Kingston Equipment Rental, Inc. be authorized to sign and submit the bid or proposal of this Corporation for the following project –Contract – RFP-2024-0415-1 Swim Pond Stone Weir Improvements-Beekman Recreation Park, Town of Beekman, 4 Main Street Poughquag, NY 12570. and to include in such Bid Proposal of said Corporation as non-collusion of said corporation required by section one hundred three of general municipal law as the act and deed of such Corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by Kingston Equipment Rental, Inc. at a meeting of its Board of Directors held on the 21st day of May 2024.



Rita Kosonen  
Secretary/ Treasurer  
78 Stone Road  
West Hurley, NY 12491  
Incorporated in New York State 4/1/1959

Corporate Seal



# CONGRESSMAN PAT RYAN'S

## ★ VETERANS AND ★ MILITARY FAMILIES ★ RESOURCE FAIR

All the services that veterans, servicemembers, and military families need in one place for a one-day event! In partnership with Dutchess Community College, Dutchess County Veterans Services, and the office of Assemblymember Didi Barrett



**SATURDAY, JUNE 1, 2024**

**10:00AM - 3:00PM**



**Dutchess Community College  
Falcon Hall**



**30 Mascot Drive  
Poughkeepsie, NY 12601**

For additional information or if you need assistance, but cannot attend the resource fair, contact Congressman Ryan's office at (845) 443-2930 or at [PatRyan.House.Gov/Contact](http://PatRyan.House.Gov/Contact)

[www.dutchessNY.gov](http://www.dutchessNY.gov)



Update your subscriptions, modify your password or email address, or [stop subscriptions](#) at any time using your [Subscriber Preferences Page](#). You will need to use your address to log in. If you have any questions or problems with the subscription service, please contact [support@dutchessny.gov](mailto:support@dutchessny.gov).

This service is provided to you at no charge by Dutchess County, NY.

This email was sent to *Email Address* using GovDelivery Inc, on behalf of Dutchess County's *DutchessDelivery*, 22 Market St., Poughkeepsie, NY 12601



Powered by  
**GOVDELIVERY**

[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)

**RESOLUTION NO. 05:29:24-6**

**RE: RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT PURSUANT TO  
HIGHWAY LAW 284 FOR EXPENDITURE OF HIGHWAY MONIES FOR 2024**

**WHEREAS**, New York Highway Law §284 requires the Town Board and the Superintendent of Town Highway to reach an agreement how highway funds collected from taxes and state aid are expended during the fiscal year; and

**WHEREAS**, the Town Board has appropriated funds in the 2024 adopted budget for the repair and improvement of town highways and such appropriated funds and the method for spending those funds are set forth in the attached AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the Town Highway Superintendent and the Town Board agree that the monies levied and collected in the Town for repair and improvement of highways, and received from New York State for State Aid for the repair and improvement of Highways shall be expended in accordance with the annexed AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024 as required by Highway Law §284; and

**BE IT FURTHER RESOLVED**, that the Supervisor and the Town Board are hereby authorized and directed to execute the attached AGREEMENT FOR THE EXPENDITURES OF HIGHWAY MONEYS FOR 2024 in duplicate and file both copies of the agreement with the Town Clerk; and the Town Clerk is directed to forward one executed Agreement to the Dutchess County Commissioner of Public Works in his capacity as County Superintendent of Highways after it is signed by the Town Board and the Superintendent of Town Highways; and

**BE IT FURTHER RESOLVED**, that the AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024 may be amended to specify the town highways that will be permanently improved in 2024 using the \$300,000 appropriated for that purpose at a later date.



**Introduced: COUNCILMAN CAPOLLARI**  
**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

Councilman Capollari      **AYE**  
Councilman Battaglini      **AYE**  
Councilman Lemak          **AYE**  
Councilwoman Wohrman **AYE**  
Supervisor Covucci        **AYE**  
Dated: May 29, 2024

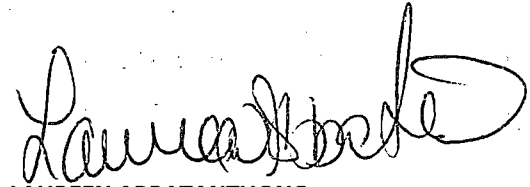
**BY ORDER OF THE TOWN BOARD OF THE TOWN OF BEEKMAN, NEW YORK**

**CERTIFICATION**

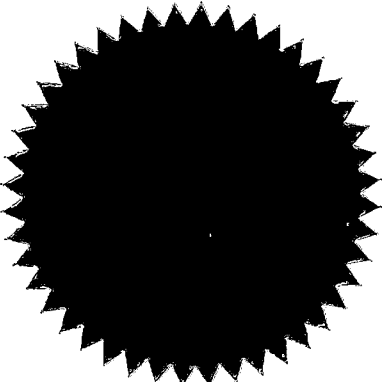
**I, LAUREEN ABBATANTUONO**, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 29th day of May, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

**I FURTHER CERTIFY** that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, this 30<sup>th</sup> day of May, 2024.



**LAUREEN ABBATANTUONO**  
TOWN CLERK



**RESOLUTION NO. 05:29:24-7**

**RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024**

**AGREEMENT** between the Superintendent of Town Highways of the Town of Beekman, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

- 1. **GENERAL REPAIRS.** The sum of **\$440,000.00** shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
- 2. **PERMANENT IMPROVEMENTS.** The following sums totaling **\$300,000.00** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
  - (a) On the road commencing at Old Route 55 at the intersection of NYS Route 55 and leading up Old Route 55 to a point west of Route 292, a distance of 1.18 miles, there shall be expended not over the sum of \$168,512.76.

Type: Type 6 top  
 Width of traveled surface: 24'  
 Thickness: 2" Final Compacted  
 Subbase: Existing

- (b) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_, a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_.

Type:  
 Width of traveled surface:  
 Thickness:  
 Subbase:

Executed in duplicate this 30th day of May, 2024

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_

Councilman

\_\_\_\_\_  
County Superintendent of Highways

\_\_\_\_\_  
Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:

Councilman Capollari      **AYE**

Councilman Battaglini      **AYE**

Councilman Lemak      **AYE**

Councilwoman Woehrman **AYE**

Supervisor Covucci      **AYE**

Dated: May 29, 2024

**BY ORDER OF THE TOWN BOARD OF THE TOWN OF BEEKMAN, NEW YORK**

**CERTIFICATION**

I, **LAUREEN ABBATANTUONO**, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 29th day of May, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I **FURTHER CERTIFY** that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, this 30<sup>th</sup> day of May, 2024.



**LAUREEN ABBATANTUONO**  
TOWN CLERK