

**BEEKMAN TOWN BOARD  
REGULAR MEETING AGENDA  
AUGUST 20, 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. Accept May 14, 2024 Minutes
2. Accept July 18, 2024 Minutes
3. Accept July 23, 2024 Minutes
4. Approve Budget Revision 2024-6
5. Accepting Dedication of Land from Trust for Public Land
6. Approve Entertainment for Senior Picnic
7. Authorize Release of Bond for Sparrow's Nest of Hudson Valley Inc.
8. Approve Posting of Performance Bond for Alaina Estates
9. Accept Contract with Lehigh for pavers Remembrance Park
10. Approve Budget Revision 2024-7
11. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments – (3 Minutes limit)
  
- **Next Regular Town Board Meeting: Tuesday September 10, 2024 at 6:00 PM**

**ADJOURN**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTION NO. 08:20:24-1**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the May 14, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the May 14, 2024 Regular Town Board Meeting.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-2**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the July 18, 2024 Special Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the July 18, 2024 Special Town Board Meeting.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-3**  
**RE: APPROVAL OF PAST TOWN BOARD MINUTES**

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the July 23, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the July 23, 2024 Regular Town Board Meeting.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-4**  
**RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-06**

**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 2024-06.

**Budget Revisions for June 2024 # 2024-6**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b>General Fund</b>				
2024-06-01	A-1110-0402	Court Travel	45	
	A-1110-0404	Court Training -Transfer for Court Clerk Mileage Expense		45
2024-06-02	A-1330-0402	Receiver Travel	178	
	A-1330-0400	Receiver Expense		100
	A-1330-0401	Office Expense		57
	A-1330-0403	Receiver Dues -Transfer for Town Clerk Mileage Expense		21
2024-06-03	A-1410-0112	Clerk PT Staff	9,009	
	A-1010-0107	TB Reserve Comp -New Deputy Town Clerk Payroll Costs		9,009
2024-06-04	A-1420-0401	Town General Counsel #2	12,000	
	A-1990-0400	Contingency Acct -Transfer for Legal Expense		12,000
2024-06-05	A-3620-0101	Safety Staff	23,153	
	A-1990-0400	Contingency Acct -Transfer for Payroll Costs		23,153
2024-06-06	A-5010-0400	Hwy Supt. Expense	50	
	A-5010-0404	Supt. Training -Transfer for Tek Expenses		50
2024-06-07	A-7110-0497	Park Maintenance Expense	9,769	
	A-7110-0200	Parks Equipment Expense		3,000

	A-7110-0450	Equipment Maint Expense -Transfer for Fields Treatment		6,769
2024-06-08	A-7113-0401	Doherty Park Supplies	1,258	
	A-7116-0400	Other Parks Expense		1,000
	A-7140-0404	Playground & Rec Training -Transfer for Park Expense		258
2024-06-09	A-7180-0410	Lake Materials	1,485	
	A-7180-0401	Lake Supplies -Transfer for Lake Expense		1,485
2024-06-10	A-7510-0400	Hero Banner Exp	380	
	A-7510-0401	Historian Supplies -Transfer for Hero Banner Expense		380
2024-06-11	A-7550-0400	Celebrations Exp	159	
	A-7551-0453	Easter Egg Hunt -Transfer for Memorial Day Expense		159
2024-06-12	A-7620-0400	Adult Rec Program	320	
	A-7310-0400	Youth Expense -Transfer for Adult Yoga Instructor		320
<b><u>Sewer Fund</u></b>				
2024-06-13	SS-8189-0470	Sludge Removal	5,315	
	SS-8189-0400	Repairs		3,315
	SS-8189-0480	Other Expenses -Transfer for Sludge Pumping Expenses		2,000

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-5**  
**RESOLUTION ACCEPTING DEDICATION OF LAND FOR WIDENING OF ROADS**  
**FROM THE TRUST FOR PUBLIC LAND**

**WHEREAS**, the Trust for Public Land as Applicant, with the consent of Grape Hollow Associates, Ltd, owner, had previously made application to the Town of Beekman Planning Board to approve a minor subdivision of lands, more particularly described in a subdivision map entitled "Subdivision of Property Prepared for the Trust for Public Land" prepared by Insite Engineering, P.C. last revised December 19, 2022;

**WHEREAS**, Grape Hollow Associates, Ltd and the Trust for Public Land received Conditional Subdivision Approval for said subdivision by Resolution dated October 20, 2022, subject to and conditioned upon, fulfillment of the conditions set forth in the aforementioned Resolution, as set forth in the aforesaid Final Subdivision Map, including dedication of certain sections of Depot Hill Road and Grape Hollow Road for the purpose of widening said roads to conform to Town of Beekman specifications, all in accordance with the Town of Beekman Subdivision Regulations, Zoning Code, NYS Highway Specifications, and Rules and Regulations of the Town Code, namely Chapter §130-20(A)(20); and

**WHEREAS**, the Subdivision Map for The Trust For Public Land was filed in the Dutchess County Clerk's Office on June 23, 2023 (Filed Map #12794), as document number 12794; and

**WHEREAS**, Grape Hollow Associates, Ltd, transferred the property contained in The Trust For Public Land Subdivision by tendering a deed consisting of approximately 5,825 square feet on Grape Hollow Road and approximately 4,136 square feet on Depot Hill Road to the Town of Beekman for road widening purposes recorded at the Dutchess County Clerk's Office on June 30, 2023 at document #02-2023-52020; and

**WHEREAS**, the Town of Beekman is now desirous of accepting the dedication of lands pursuant to Town Code §130-20(A)(20) as recited in the aforementioned deed and as shown on the Final Subdivision Map For The Trust For Public Land Dated August 1, 2022 and Revised December 19, 2022; and

**NOW, THEREFORE, BE IT RESOLVED,**

1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
2. The Town Board hereby determines that it is in the best interest of the residents of the Town of Beekman to accept the dedication of lands along Grape Hollow Road and

Depot Hill Road, respectively, offered in connection with The Trust for Public Land subdivision, Filed Map #12794, and the Town Board hereby agrees to formally accept same.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:	<u>AYE</u>	<u>NAY</u>
Councilman Capollari	<b>ABSENT</b>	
Councilman Battaglini	<b>AYE</b>	
Councilman Lemak	<b>AYE</b>	
Councilwoman Wohrman	<b>AYE</b>	
Supervisor Covucci	<b>AYE</b>	

Dated: August 20, 2024



**RESOLUTION NO. 08:20:24-6**  
**RE: APPROVING ENTERTAINMENT FOR SENIOR PICNIC**

**WHEREAS**, the Senior Center has a picnic scheduled for Thursday, September 26, 2024 from the hours of 11 am to 2 pm, at Recreation Park, and

**WHEREAS**, the costs of the meal will be covered by the approved budget line for the Senior Picnic,

**NOW, THEREFORE, BE IT RESOLVED**, that the following expenditures be authorized, John Hannah for an amount not to exceed \$395.00.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-7**  
**RESOLUTION AUTHORIZING RELEASE OF BOND FOR SPARROW’S NEST OF THE HUDSON VALLEY INC.**

**WHEREAS**, Sparrow’s Nest of the Hudson Valley Inc., a New York charitable corporation (hereinafter “Applicant”) has made application to the Town of Beekman Planning Board for site plan approval and special use permit approval pursuant to the Approved Site Plan for that certain 3.32 acre parcel of land (tax grid #132200-6759-11-465462-000) situated at the intersection of Clove Valley Road and Town Center Boulevard in the Town of Beekman, County of Dutchess and State of New York (the “property”); and

**WHEREAS**, the Planning Board granted conditional site plan approval and special use permit on April 23, 2023; and

**WHEREAS**, by Resolution adopted by the Town Board of Beekman on August 15, 2023, the Town Board accepted a performance bond secured by a Surety Bond from Sparrow’s Nest of the Hudson Valley Inc., in the sum of \$1,000,000.00 to secure the obligations of the Applicant pursuant to the terms and conditions of the site plan approval for Sparrow’s Nest; and

**WHEREAS**, the Applicant has completed all of the improvements associated with the performance bond in accordance with the terms and conditions of the Resolution of Site Plan Approval for Sparrow’s Nest of the Hudson Valley Inc., to the satisfaction of the Town Engineer;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of Beekman hereby acknowledges that the Applicant has completed all the required improvements associated with the performance bond in accordance with the Resolution of Site Plan Approval and hereby authorizes the release of the security posted in the amount of \$1,000,000.00 to Sparrow’s Nest of the Hudson Valley Inc.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:	<u>AYE</u>	<u>NAY</u>
Councilman Capollari	<b>ABSENT</b>	
Councilman Battaglini	<b>AYE</b>	
Councilman Lemak	<b>AYE</b>	
Councilwoman Woehrman	<b>AYE</b>	
Supervisor Covucci	<b>AYE</b>	

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-8**  
**RESOLUTION APPROVING THE POSTING OF A PERFORMANCE BOND WITH THE TOWN CLERK AND SETTING THE REQUISITE INSPECTION FEE FOR THE ALAINA ESTATES SUBDIVISION**

**WHEREAS**, on October 18, 2018, the Planning Board of the Town of Beekman granted conditional subdivision approval for the Alaina Estates Subdivision; and

**WHEREAS**, the Town Engineer has reviewed and accepted a performance bond estimate whereby he recommends the posting of a performance bond in the amount of \$859,754.07 for the full performance of the developers obligations pursuant to the approved subdivision; and

**WHEREAS**, in accordance with Chapter 75-4(A)(3) the applicant is required to pay the amount of \$34,390.16 for inspection of improvements in the subdivision which fee is to be paid with the deposit of the performance bond; and

**WHEREAS**, the Town Board is desirous of accepting the recommendation of the Town Engineer; and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of Beekman hereby approves and accepts the recommendation of the Town Engineer with respect to the Alaina Estates Subdivision which received conditional approval and hereby sets the required performance bond in the amount of \$859,754.07; and

**BE IT FURTHER RESOLVED**, that prior to signing of the plat by the Chairman of the Planning Board and obtaining a building permit, a performance bond shall be deposited with the Town Clerk in the amount of \$859,754.07 in form and substance as acceptable to the Town Attorney; and

**BE IT FURTHER RESOLVED**, that prior to the signing of the plat by the Chairman of the Planning Board and obtaining a building permit, an inspection fee in the amount of \$34,390.16 shall be paid to the Town of Beekman.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

ROLL CALL VOTE:	<u>AYE</u>	<u>NAY</u>
Councilman Capollari	<b>ABSENT</b>	
Councilman Battaglini	<b>AYE</b>	

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-9**  
**RE: APPROVE ADDITIONAL PAVING FOR REMEMBRANCE PARK**

**WHEREAS**, the Town of Beekman has a Grant for the 911 Remembrance Park and would like to use part of this grant to add additional paving to the Park; and

**WHEREAS**, the Town has solicited quotes in conformity with its purchasing policy from three (3) vendors and has determined that the quote from Lehigh Lawns & Landscaping, Inc. is in the best interest of the Town;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby accept the Quote from Lehigh Lawns & Landscaping, Inc. for the walkway entering the park and for the areas surrounding the monuments in the amount not to exceed \$7,976.47.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

ROLL CALL VOTE:

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

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-10**  
**RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-07**

**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 2024-07.

**Budget Revisions for July 2024 # 2024-7**

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<b><u>General Fund</u></b>				
2024-07-01	A-1110-0413	Court Security	6,000	
	A-1990-0400	Contingency Acct -Transfer for Court Security Expense		6,000
2024-07-02	A-1910-0400	Insurance Premiums	1,000	
	A-1910-0410	Insurance Expense -Transfer for Insurance costs		1,000

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:  
 Councilman Capollari      **ABSENT**  
 Councilman Battaglini    **AYE**  
 Councilman Lemak        **AYE**  
 Councilwoman Woehrman **AYE**  
 Supervisor Covucci       **AYE**

Dated: August 20, 2024

**RESOLUTION NO. 08:20:24-11**  
**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	\$ 141,975.45
Claims to be paid from the DA-Highway Fund	\$ 44,159.71
Claims to be paid from the SS – Dover Ridge Sewer	\$ 5,874.51
Claims to be paid from the SW – Dover Ridge Water	\$ 1,553.68
Claims to be paid from the T-Trust Fund	\$ 6,904.05
Claims to be paid from the H-Capital Fund	<u>\$ 2,931.00</u>
	<u>\$ 203,398.40</u>

**08/01/2024 Payroll #16**

General Fund	\$ 68,826.59
Highway Fund	<u>\$ 22,236.01</u>
	<u>\$ 91,062.60</u>

**08/15/2024 Payroll #17**

General Fund	\$ 65,611.62
Highway Fund	<u>\$ 24,962.21</u>
	<u>\$ 90,573.83</u>

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: August 20, 2024



# 2024 Landscape Estimate

**TOWN OF BEEKMAN  
4 MAIN STREET  
POUGHQUAG, NEW YORK 12570**

**Sales:** Alan Lehigh  
**4 Main Street-Enhancement**  
4 Main Street Poughquag, New York 12570

**Est ID:** EST4706215  
**Date:** Jun-17-2024

**Email:** seniorclerk@townofbeekmanny.us  
**Phone:** 845-724-5300 ext 234

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**Option 1** **\$6,652.07**

Option 1

Installing New Unilock walkway approximately 30'x4'. Excavating 6" 5' wide base, installing geo textile fabric compacting gravel every 2" . Walk way will have a solid course, and main paver Artline Color \_\_\_\_\_, and a sailor course of Artline Color \_\_\_\_\_; Removing any extra soil. Installing plastic edging , with 12" spikes.

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**Option 2** **\$1,117.41**

Option 2

Grubbing out grass of two memorial areas. Installing landscape fabric with pins and treflan pre-emergent. Then installing Barn Yard Red Stone.



LEHIGH ADVANTAGE FOR PAVERS):

EVERY 2" OF BASE MATERIAL IS COMPACTED. FILTER FABRIC IS USED ON EVERY INSTALLATION OF BASE AND WALLS. FOR WALKWAYS, OUR BASE IS APPROXIMATELY 1' WIDER THAN WALKWAY. WE OFFER A 1 YEAR LIMITED WARRANTY ON UNILOCK INSTALLATIONS. WARRANTY DOES NOT COVER INSECT DAMAGE, OR FUTURE REPLACEMENT OF POLYMERIC SAND

Note: Puddling can occur on Unilock patios and walkways. This is a natural occurrence and will drain off.

Price quote does not include any of the following:

- a. Any extra material being delivered or hauled away.
- b. Any extra stoop, wall, step, walkway.
- c. Any extra seed, straw, cutting off driveway, blacktop mix.

Our jobs are priced per Job. As a result, upon ordering we may have to have extra materials delivered to the property due to how our distributors sell it. Occasionally there will be extra materials you may see; this is not something that is "left over" and we do not give credit back for it. On the other hand, if extra areas, heights, lengths, etc. are added to the contract, we will charge accordingly for materials and labor for the extras as a Job.

IMPORTANT NOTE:

\*\*\*PLEASE BE SURE TO READ THE BACK OF YOUR CONTRACT THOROUGHLY. IF YOU DECIDE TO SIGN WITH OUR COMPANY, BE SURE TO INITIAL ALONG SIDE ITEM #2 ON THE BACK OF YOUR CONTRACT, STATING THAT YOU THOROUGHLY UNDERSTAND OUR CANCELLATION POLICY. CONSUMERS RIGHT TO CANCELLATION – YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM DATE OF SIGNING. Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form.

Any unforeseen difficulties on job site will be an automatic extra charge; i.e.: running into anything while digging (especially underground), or extra site work needed. ALL DEMO is based on 4" thick of concrete or other material. Anything thicker will accrue additional charges for Jackhammer rental, or any other additional machinery. You will be charged for labor, equipment, materials, rental of machinery, travel time, etc....Please make a note of this.

Due to the weight of our trucks, we cannot be responsible for damage done to driveway or turf areas, including, but not limited to tire ruts, dents in blacktop, etc.

Please note: prices are valid for the year 2024 only and do not include sales tax.

LANDSCAPE FEES ARE PAYABLE 1/3 UPON SIGNING OF CONTRACT, 1/3 THE DAY THE PROJECT IS STARTED, AND THE FINAL 1/3 DUE UPON COMPLETION OF THE JOB. THERE IS A \$50.00 RETURN CHECK FEE.

\*Notice of Credit Card Service Fee: A service fee of 2% of the payment amount will be assessed on all credit card payments. Payments may continue to be made by cash or check without imposition of a service fee.

**Fuel Surcharge:** The prices in this contract are based on a fuel cost per gallon of \$3.89 or less. In the event that fuel costs to Contractor are greater than \$3.89 per gallon, we will charge you a fuel surcharge. This additional cost will be invoiced during or after the service period covered by this agreement. The surcharge will be determined based on Lehigh Lawns & Landscaping Inc average cost per gallon of regular gasoline in each calendar month. Fuel surcharges will be an increase to your total contract cost as outlined below. If fuel costs exceed \$5.65/gal. the increase will be an additional 1% for each 40¢ over.

Lehigh Lawns and Landscaping Fuel Cost:  
\$3.90-\$4.45 Increase in your cost = 6%

Lehigh Lawns & Landscaping  
10 Sprout Creek Court  
Wappingers Falls, New York  
12590

P.845-463-4400

<https://www.lehighlandscaping.com/>  
alan@lehighlandscaping.com

\$4.46-\$4.85 Increase in your cost = 7%  
\$4.86-\$5.25 Increase in your cost = 8%  
\$5.26-\$5.65 Increase in your cost = 9%

CERTIFIED ARBORIST ID NY 5758A BUSINESS REG # 09832 COMMERCIAL PESTICIDE APPLICATOR # C3642108

#### ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

\*\*\*Please be sure to read your contract thoroughly. Be sure to initial alongside item #2 on the terms and conditions page.

1. Except to the extent provided by the consumer credit law or to the extent otherwise expressly provided by applicable law, it is understood and agreed that this Contract, including the specifications set forth on the reverse side of this document and terms and conditions listed below shall be binding immediately upon signing by the customer, subject to countersignature by the contractor's authorized representative.

2. In the event customer terminates this agreement without the permission of the contractor, the customer agrees to pay the contractor as liquidated damages for the breach of this agreement, a sum equal to 25% of the cash contract price, plus the reasonable value of any and all work performed as of the time and/or the reasonable value of any and all material(s) specially fabricated or ordered pursuant to the terms of this agreement. \_\_\_\_\_ INITIAL

3. If the customer fails, neglects, or refuses to make payment herein, the contractor may either cancel the unfinished portion of the contract or may proceed with the contract. The contractor's failure or omission to exercise its rights, on account of failure of the customer to make payments(s) or furnish security and/or assurances shall not be deemed any waiver of contractor's right to do at a later date.

4. The contractor agrees to complete the work as specified herein, in a good and workmanlike manner, provided, however, no claim for compensation for errors or defects in material or workmanship will be allowed unless the contractor is given immediate written notice and opportunity to investigate, inspect and/or correct the alleged errors or defects; and if such are found and are not corrected by the contractor, the compensation due to the customer, if any, shall be limited to the reasonable cost of replacing the defective workmanship or correcting the error in the materials involved. THE CONTRACTOR WILL UNDER NO CIRCUMSTANCE BE OBLIGATED OR LIABLE FOR ANY CLAIMS RESULTING FROM THE USE OF IMPROPER, DEFECTIVE AND/OR DAMAGED MATERIAL PROVIDED BY THE CUSTOMER OR FOR CONSEQUENTIAL DAMAGES; ONLY FOR THE CORRECTION OF ANY ALLEGED DEFECTS, THE CONTRACTOR MAKES NO REPRESENTATIONS(S), EXPRESS OR IMPLIED AS TO ANY PARTICULAR USE UNLESS SPECIFICALLY SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. Any materials returned at the request of the customer(s) will only be entertained by contractor upon payment of 20% handling charge and any additional labor, if any, at the contract rate provided for in this agreement, or at the contractor's actual cost, whichever is greater.

5. The contractor shall not be responsible for delays in delivery or work completion arising from causes beyond its control; but shall be responsible for reasonable diligence in completion of work to be performed. Acceptance of continued performance and/or materials shall constitute a waiver of any claim of damages on account of delay.

6. Until contractor receives payment in full, title to any materials or improvements incorporated into the land or real property of the customer shall remain with the contractor. If the customer shall become insolvent or refuses or neglect to make payment as provided herein, the contractor may at its option, without process of law, peacefully, retake possession of any and all materials wherever same may be found.

7. In the event it becomes necessary for the contractor to institute legal action or proceedings upon the default of the customer with regard to any aspect of this agreement, in addition to all other liability of the customer and to the extent permitted by law, the customer shall be obligated to pay the reasonable collection expenses and/or counsel fees of the contractor in any such action, which such fees shall not exceed 33% of the total cash contract prices set forth herein. All accounts over 30 days shall bear interest at a rate of 1 1/2 % per month until paid in full.

8. Any changes and/or modifications to the work outlined in this agreement shall be deemed extras and shall be due and payable, at the option of the contractor, in advance by the customer.

9. In the event any of the terms and conditions of this agreement shall be deemed unlawful or unenforceable by a court of competent jurisdiction, then, in that event, the remaining terms shall remain in full force and effect.

10. The customer acknowledges that customer has reviewed the specifications set forth on the reverse side of this document and has read the terms and conditions of this agreement prior to customer signing name. The customer further acknowledges that customer has received a copy of this agreement, signed by the contractor's authorized representative.

11. The contractor and customer specifically acknowledge and agree that this agreement represents the entire understanding of the parties, that all promises, understandings, or agreements, of any kind pertaining to this agreement, which are not specifically set forth herein, are expressly waived and unenforceable. It is further agreed that this agreement cannot and shall not be modified in any manner except in a writing signed by the parties to this agreement.

12. It is further understood and agreed that the rights and liabilities of the respective parties hereto shall extend to the successors, executors, and/or administrators and assigns of such parties as though they were in each case named herein.

**Contractor:** \_\_\_\_\_  
Alan Lehigh

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
08/19/2024

**Signature Date:** \_\_\_\_\_

**Email:** Alan@LehighLandscaping.com



## 2024 Landscape Estimate

**TOWN OF BEEKMAN  
4 MAIN STREET  
POUGHQUAG, NEW YORK 12570**

**Sales:** Alan Lehigh  
**EST4850887-Town of Beekman-4 Main Street**  
4 Main Street Poughquag, New York 12570

**Est ID:** EST4850887  
**Date:** Aug-19-2024

**Email:** seniorclerk@townofbeekmanny.us  
**Phone:** 845-724-5300 ext 234

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### Walkway ADA Board

**\$209.99**

Change order: Installing ADA board 2'x4' front entrance way to walkway.

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

\*\*\*Please be sure to read your contract thoroughly. Be sure to initial alongside item #2 on the terms and conditions page.

1. Except to the extent provided by the consumer credit law or to the extent otherwise expressly provided by applicable law, it is understood and agreed that this Contract, including the specifications set forth on the reverse side of this document and terms and conditions listed below shall be binding immediately upon signing by the customer, subject to countersignature by the contractor's authorized representative.

2. In the event customer terminates this agreement without the permission of the contractor, the customer agrees to pay the contractor as liquidated damages for the breach of this agreement, a sum equal to 25% of the cash contract price, plus the reasonable value of any and all work performed as of the time and/or the reasonable value of any and all material(s) specially fabricated or ordered pursuant to the terms of this agreement. \_\_\_\_\_ INITIAL

3. If the customer fails, neglects, or refuses to make payment herein, the contractor may either cancel the unfinished portion of the contract or may proceed with the contract. The contractor's failure or omission to exercise its rights, on account of failure of the customer to make payments(s) or furnish security and/or assurances shall not be deemed any waiver of contractor's right to do at a later date.

4. The contractor agrees to complete the work as specified herein, in a good and workmanlike manner, provided, however, no claim for compensation for errors or defects in material or workmanship will be allowed unless the contractor is given immediate written notice and opportunity to investigate, inspect and/or correct the alleged errors or defects; and if such are found and are not corrected by the contractor, the compensation due to the customer, if any, shall be limited to the reasonable cost of replacing the defective workmanship or correcting the error in the materials involved. THE CONTRACTOR WILL UNDER NO CIRCUMSTANCE BE OBLIGATED OR LIABLE FOR ANY CLAIMS RESULTING FROM THE USE OF IMPROPER, DEFECTIVE AND/OR DAMAGED MATERIAL PROVIDED BY THE CUSTOMER OR FOR CONSEQUENTIAL DAMAGES; ONLY FOR THE CORRECTION OF ANY ALLEGED DEFECTS, THE CONTRACTOR MAKES NO REPRESENTATIONS(S), EXPRESS OR IMPLIED AS TO ANY PARTICULAR USE UNLESS SPECIFICALLY SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. Any materials returned at the request of the customer(s) will only be entertained by contractor upon payment of 20% handling charge and any additional labor, if any, at the contract rate provided for in this agreement, or at the contractor's actual cost, whichever is greater.

5. The contractor shall not be responsible for delays in delivery or work completion arising from causes beyond its control; but shall be responsible for reasonable diligence in completion of work to be performed. Acceptance of continued performance and/or materials shall constitute a waiver of any claim of damages on account of delay.

6. Until contractor receives payment in full, title to any materials or improvements incorporated into the land or real property of the customer shall remain with the contractor. If the customer shall become insolvent or refuses or neglect to make payment as provided herein, the contractor may at its option, without process of law, peacefully, retake possession of any and all materials wherever same may be found.

7. In the event it becomes necessary for the contractor to institute legal action or proceedings upon the default of the customer with regard to any aspect of this agreement, in addition to all other liability of the customer and to the extent permitted by law, the customer shall be obligated to pay the reasonable collection expenses and/or counsel fees of the contractor in any such action, which such fees shall not exceed 33% of the total cash contract prices set forth herein. All accounts over 30 days shall bear interest at a rate of 1 1/2 % per month until paid in full.

8. Any changes and/or modifications to the work outlined in this agreement shall be deemed extras and shall be due

and payable, at the option of the contractor, in advance by the customer.

9. In the event any of the terms and conditions of this agreement shall be deemed unlawful or unenforceable by a court of competent jurisdiction, then, in that event, the remaining terms shall remain in full force and effect.

10. The customer acknowledges that customer has reviewed the specifications set forth on the reverse side of this document and has read the terms and conditions of this agreement prior to customer signing name. The customer further acknowledges that customer has received a copy of this agreement, signed by the contractor's authorized representative.

11. The contractor and customer specifically acknowledge and agree that this agreement represents the entire understanding of the parties, that all promises, understandings, or agreements, of any kind pertaining to this agreement, which are not specifically set forth herein, are expressly waived and unenforceable. It is further agreed that this agreement cannot and shall not be modified in any manner except in a writing signed by the parties to this agreement.

12. It is further understood and agreed that the rights and liabilities of the respective parties hereto shall extend to the successors, executors, and/or administrators and assigns of such parties as though they were in each case named herein.

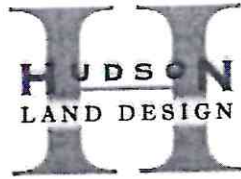
**Contractor:** \_\_\_\_\_  
Alan Lehigh

**Client:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_  
08/19/2024

**Signature Date:** \_\_\_\_\_

**Email:** Alan@LehighLandscaping.com



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

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August 8, 2024

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

Re: Sparrow's Nest – Performance Bond Release

Dear Supervisor Covucci and Members of the Town Board:

Pursuant to (attached) Town Board resolution 08:15:23-2, the Town of Beekman is holding a performance bond related to grading, drainage and erosion control associated with the Sparrow's Nest site development located at 10 Town Center Boulevard and further identified as Tax parcel 6759-00-465462. Hudson Land Design (HLD) personnel have performed periodic construction observations at the site during the course of the construction, and have determined that the items covered by the performance bond have been constructed in general conformance with the plans to our satisfaction. Therefore, we recommend that the Town Board consider releasing the performance bond at its upcoming meeting.

Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

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

Daniel G. Koehler, P.E.  
Principal

Att: Town Board Resolution 08:15:23-2

cc: Craig M. Wallace, Esq., Town Attorney (via email)  
Laureen Abbatantuono, Town Clerk (via email)  
Michael A. Bodendorf, P.E. (HLD File)

August 15, 2023

**BEEKMAN TOWN BOARD  
TOWN BOARD MEETING AGENDA  
AUGUST 15, 2023**

**7:00 PM**

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

**TOWN BOARD MEETING**

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

**RESOLUTIONS**

1. Approve the Acquisition of a Town Utility Vehicle
2. Accept Performance Bond for Sparrow's Nest
3. Approve the Hiring of a Recreation Assistant
4. Accept Donation of Color Printer for the Rec Department
5. Approve the Hiring of a Deputy Zoning Administrator
6. Approval of Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public Comments - 3 minute limit
- Executive Session
- **Next Regular Town Board Meeting: Tuesday, September 12, 2023 at 7:00 PM**

**\*AGENDA SUBJECT TO CHANGE**

**RESOLUTION NO.08:15:23-1**

**RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN FOR THE ACQUISITION OF A TOWN UTILITY VEHICLE**

**WHEREAS**, the Town has multiple departments that use their private vehicles to conduct Town Business and

**WHEREAS**, the Town Board is desirous in purchasing a vehicle to accommodate the departments' needs;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman does hereby approve the acquisition of a 4-wheel drive utility vehicle with an amount not to exceed \$50,000 in accordance with the Town's Purchasing Policy.

**Introduced: COUNCILMAN STIEGLER**

**Seconded: COUNCILMAN BATTAGLINI**

ROLL CALL VOTE:

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

Dated: August 15, 2023

**RESOLUTION NO. 08:15:23-2**



**RESOLUTION ACCEPTING A PERFORMANCE BOND SECURED BY SURETY BOND FOR SPARROW'S NEST OF THE HUDSON VALLEY INC.**

**WHEREAS**, Sparrow's Nest of the Hudson Valley Inc., a New York charitable corporation (hereinafter "Applicant") has made application to the Town of Beekman Planning Board for site plan approval and special use permit approval pursuant to the Approved Site Plan for that certain 3.32 acre parcel of land (tax grid #132200-6759-00-465462-000) situated at the intersection of Clove Valley Road and Town Center Boulevard in the Town of Beekman, County of Dutchess and State of New York (the "property"); and

**WHEREAS**, on April 23, 2023, the Town of Beekman Planning Board granted Site Plan & Special Use Permit ("SUP") Approval to the Applicant, subject to construction, installation and the completion of the required improvements, installations, and lot improvements for the development of the Property in compliance with all requirements, standards and specifications of the Approved Site Plan and other applicable rules and regulations of the Town within one (1) year from the date on which the Town Supervisor signs and certifies the Approved Site Plan; and

**WHEREAS**, Town Law § 277 requires that a developer of a proposed site plan guarantee the required improvements required by the Resolution of Approval, prior to the issuance of any Certificates of Occupancy; and

**WHEREAS**, the Applicant has executed a Performance Agreement which requires it to complete the required public improvements within the site plan; and

**WHEREAS**, the Attorney to the Town has reviewed, examined and approved the aforementioned Performance Agreement; and

**WHEREAS**, to secure the obligation to guarantee the construction of the required improvements and obligations, the Applicant has tendered to the Town of Beekman a Performance Bond Agreement dated August 15, 2023 secured by a Surety Bond issued by CNA Surety, bearing Bond No. 72575241 and issued in favor of the Town of Beekman in the sum of One Hundred Twenty-Five Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$125,337.00) posted with the Town of Beekman, securing the obligations set forth in the Performance Bond Agreement; and

**WHEREAS**, the Applicant covenants and warrants to the Town of Beekman that in the event the Applicant fails to fully perform and complete all the requirements of the Resolution of Approval, then, upon the demand of the Town of Beekman, the Town of Beekman shall have the right to draw upon the Surety Bond in an amount equal to the cost necessary to complete the required improvements; and

**WHEREAS**, it is understood that the Town of Beekman shall have the right to use said security toward the completion of any required improvements required by the Resolution of Approval upon the default of the Applicant to remedy same after the first given written notice to the Applicant to do so within thirty (30) days of receipt of said notice from the Town of Beekman; and

**WHEREAS**, the Performance Bond Agreement executed by the Applicant further binds its heirs, executors, administrators, successors or assigns for the faithful performance of its obligations hereunder.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Beekman hereby accepts the Performance Bond Agreement executed by the Applicant in favor of the Town of Beekman as security to guarantee the completion of the improvements required by the Resolution of Approval pursuant to Town Law § 277 upon the condition that all prior conditions as set forth in the Resolution of Approval dated April 23, 2023 shall remain in full force and affect and made a condition of the acceptance of the Performance Bond Agreement; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby accepts the Surety Bond with CNA Surety bearing Bond No. 72575241 as security for the obligations set forth in the Performance Bond Agreement in the amount of One Hundred Twenty-Five Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$125,337.00), which is to be filed with the Town Clerk; and be it further

**RESOLVED**, that the Town Clerk is hereby directed to file the original Surety Bond executed upon receipt in her files.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN STIEGLER**

ROLL CALL VOTE:

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

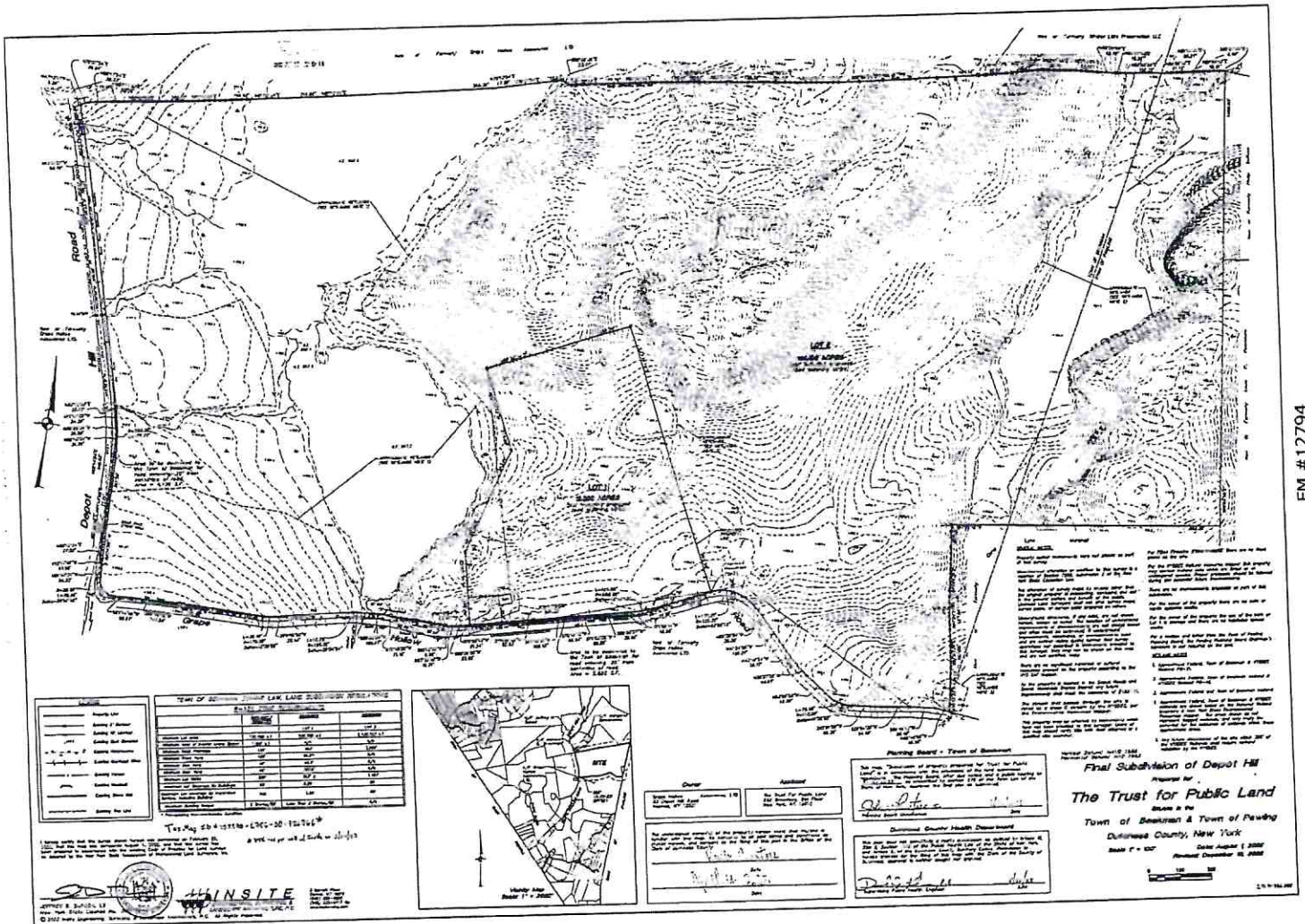
Alma Estates  
16 Lot Conservation Subdivision  
Beekman, NY  
15-Jun-23



Day & Stokes Engineering P.C.  
3 Van Wyck Lane  
Wappinger Falls, N.Y.  
845-223-3202

Performance Bond Calculation

No.	Earthwork	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	Site Prep, Clear & Grub	AC	654.40	677.03	8	\$ 5,416.24	0%	\$ -	\$ 5,416.24
2	Strip & Re-surface Topsoil	CY	3.70	3.89	3280	\$ 12,699.20	0%	\$ -	\$ 12,699.20
3	Clear and Fill (including Roads)	CY	3.70	3.89	15500	\$ 60,165.00	0%	\$ -	\$ 60,165.00
4	Excav. To Re-surface	CY	1.59	1.67	7350	\$ 12,111.75	0%	\$ -	\$ 12,111.75
5	Fill Placement and Compaction	CY	2.64	2.77	3150	\$ 8,737.80	0%	\$ -	\$ 8,737.80
Subtotal						\$ 149,969.49		\$ -	\$ 149,969.49
No.	Water Distribution	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	8" On-site Water Main	LF	99.18	103.19	925	\$ 96,471.75	0%	\$ -	\$ 96,471.75
2	8" Off-site Water Main	LF	84.46	88.73	575	\$ 51,071.86	0%	\$ -	\$ 51,071.86
4	Mechanical Plumbings	EA	10431.78	10959.67	1	\$ 10,959.67	0%	\$ -	\$ 10,959.67
5	Manholes	EA	3167.25	3327.51	3	\$ 9,982.54	0%	\$ -	\$ 9,982.54
6	Sanitizer to Lot Line	EA	1655.75	1729.17	16	\$ 17,267.74	0%	\$ -	\$ 17,267.74
Subtotal						\$ 176,218.33		\$ -	\$ 176,218.33
No.	Storm Sewer & Sanitary Sewer	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	16" PVC underdrain	LF	15.84	16.64	890	\$ 14,810.94	0%	\$ -	\$ 14,810.94
2	12" HDPE	LF	42.23	44.37	283	\$ 12,556.82	0%	\$ -	\$ 12,556.82
3	12" HDPE End Section	EA	171.03	179.68	1	\$ 179.68	0%	\$ -	\$ 179.68
4	18" HDPE	LF	42.23	44.37	283	\$ 12,556.82	0%	\$ -	\$ 12,556.82
5	18" HDPE End Section	EA	171.03	179.68	4	\$ 718.74	0%	\$ -	\$ 718.74
6	18" HDPE	LF	45.56	47.69	543	\$ 25,707.30	0%	\$ -	\$ 25,707.30
7	18" HDPE End Section	EA	214.32	225.16	1	\$ 225.16	0%	\$ -	\$ 225.16
8	24" HDPE	LF	51.73	54.35	93	\$ 5,054.32	0%	\$ -	\$ 5,054.32
9	24" HDPE End Section	EA	271.33	285.06	3	\$ 855.18	0%	\$ -	\$ 855.18
10	Catch Basins w/ Cleaning	EA	1900.35	1996.51	7	\$ 13,975.55	0%	\$ -	\$ 13,975.55
11	Grass Turf	LF	5.13	5.39	1060	\$ 5,874.64	0%	\$ -	\$ 5,874.64
12	Swampwater Pond Outlet Control Structure	EA	3178.40	3340.75	4	\$ 14,177.39	0%	\$ -	\$ 14,177.39
13	Drainage Manhole	EA	1587.63	1667.76	3	\$ 5,003.29	0%	\$ -	\$ 5,003.29
14	Drainage Manhole without splitter	EA	2111.40	2218.34	5	\$ 11,091.71	0%	\$ -	\$ 11,091.71
15	8" PVC manhole	LF	26.39	27.73	606	\$ 16,800.15	0%	\$ -	\$ 16,800.15
16	8" PVC manhole	LF	44.34	46.58	413	\$ 19,269.03	0%	\$ -	\$ 19,269.03
17	8" PVC to bellline	EA	422.30	441.47	16	\$ 7,063.60	0%	\$ -	\$ 7,063.60
18	Sewer Manholes	EA	1587.63	1667.76	10	\$ 16,677.62	0%	\$ -	\$ 16,677.62
Subtotal						\$ 197,183.03		\$ -	\$ 197,183.03
No.	Additional Services	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	Swampwater Access Road	SY	15.84	16.64	1100	\$ 18,307.54	0%	\$ -	\$ 18,307.54
2	Swampwater Pond Fencing	LF	12.67	13.31	170	\$ 2,262.80	0%	\$ -	\$ 2,262.80
3	As Built Survey and Drawings	EA	4223.00	4437.68	1	\$ 4,437.68	0%	\$ -	\$ 4,437.68
4	Road and Trail Signs	EA	316.73	332.76	2	\$ 665.51	0%	\$ -	\$ 665.51
5	Survey Monument Road	EA	263.44	277.20	18	\$ 4,989.62	0%	\$ -	\$ 4,989.62
6	Temp Seeding and Mulching	EA	10547.50	11091.71	1	\$ 11,091.71	0%	\$ -	\$ 11,091.71
7	Place Topsoil, rake and seed behind curb	EA	15516.25	16217.56	1	\$ 16,217.56	0%	\$ -	\$ 16,217.56
Subtotal						\$ 58,301.33		\$ -	\$ 58,301.33
No.	Sediment & Erosion Control	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	Diversion Ditch	LF	4.22	4.43	1000	\$ 4,437.43	0%	\$ -	\$ 4,437.43
2	Silt Fence	LF	5.01	5.26	1,500	\$ 7,890.76	0%	\$ -	\$ 7,890.76
3	Grass Sediment Traps	SF	1.06	1.11	4,100	\$ 4,564.41	0%	\$ -	\$ 4,564.41
4	Slope Stabilization	SF	2.64	2.77	1,000	\$ 2,777.58	0%	\$ -	\$ 2,777.58
5	Catch Basin Erosion Control	EA	52.79	55.46	7	\$ 388.23	0%	\$ -	\$ 388.23
6	Anti-Tracking Pad at Entrance	EA	3176.40	3340.75	1	\$ 3,340.75	0%	\$ -	\$ 3,340.75
Subtotal						\$ 25,059.86		\$ -	\$ 25,059.86
No.	Landscaping	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	Street Trees	EA	316.73	332.76	29	\$ 9,450.12	0%	\$ -	\$ 9,450.12
2	Road and Match	LS	3487.50	3660.03	1	\$ 3,660.03	0%	\$ -	\$ 3,660.03
3	Retention Area	LS	5125.00	5384.33	3	\$ 16,152.99	0%	\$ -	\$ 16,152.99
Subtotal						\$ 29,263.14		\$ -	\$ 29,263.14
No.	Paving	Units	\$/Unit	5.06% \$/Unit Adj.	Quantity	Cost	% Complete	Credit for Completed	Remaining Cost
1	Pavement (Road, Top Course)	TON	121.41	127.55	250	\$ 31,888.34	0%	\$ -	\$ 31,888.34
2	Pavement (Road, Asphalt Binder)	TON	121.41	127.55	500	\$ 63,775.67	0%	\$ -	\$ 63,775.67
3	Bankway Subbase 12"	CY	36.95	38.82	1000	\$ 38,819.67	0%	\$ -	\$ 38,819.67
4	Bank 4" Subbase	CY	47.51	49.91	250	\$ 12,478.50	0%	\$ -	\$ 12,478.50
5	Final Grade	LS	4750.88	4997.27	1	\$ 4,997.27	0%	\$ -	\$ 4,997.27
Subtotal						\$ 149,961.61		\$ -	\$ 149,961.61
Construction Subtotal						\$ 78,159.46		\$ -	\$ 78,159.46
10% Contingency						\$ 8,607.54		\$ -	\$ 8,607.54
Original Estimate						\$ 86,767.00		\$ -	\$ 86,767.00
Current Recommended Bond Reduction						\$ 86,767.00		\$ -	\$ 86,767.00



Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Lot 1	10,000	10,000	10,000
Lot 2	10,000	10,000	10,000
Lot 3	10,000	10,000	10,000
Lot 4	10,000	10,000	10,000
Lot 5	10,000	10,000	10,000
Lot 6	10,000	10,000	10,000
Lot 7	10,000	10,000	10,000
Lot 8	10,000	10,000	10,000
Lot 9	10,000	10,000	10,000
Lot 10	10,000	10,000	10,000
Lot 11	10,000	10,000	10,000
Lot 12	10,000	10,000	10,000
Lot 13	10,000	10,000	10,000
Lot 14	10,000	10,000	10,000
Lot 15	10,000	10,000	10,000
Lot 16	10,000	10,000	10,000
Lot 17	10,000	10,000	10,000
Lot 18	10,000	10,000	10,000
Lot 19	10,000	10,000	10,000
Lot 20	10,000	10,000	10,000
Lot 21	10,000	10,000	10,000
Lot 22	10,000	10,000	10,000
Lot 23	10,000	10,000	10,000
Lot 24	10,000	10,000	10,000
Lot 25	10,000	10,000	10,000
Lot 26	10,000	10,000	10,000
Lot 27	10,000	10,000	10,000
Lot 28	10,000	10,000	10,000
Lot 29	10,000	10,000	10,000
Lot 30	10,000	10,000	10,000
Lot 31	10,000	10,000	10,000
Lot 32	10,000	10,000	10,000
Lot 33	10,000	10,000	10,000
Lot 34	10,000	10,000	10,000
Lot 35	10,000	10,000	10,000
Lot 36	10,000	10,000	10,000
Lot 37	10,000	10,000	10,000
Lot 38	10,000	10,000	10,000
Lot 39	10,000	10,000	10,000
Lot 40	10,000	10,000	10,000
Lot 41	10,000	10,000	10,000
Lot 42	10,000	10,000	10,000
Lot 43	10,000	10,000	10,000
Lot 44	10,000	10,000	10,000
Lot 45	10,000	10,000	10,000
Lot 46	10,000	10,000	10,000
Lot 47	10,000	10,000	10,000
Lot 48	10,000	10,000	10,000
Lot 49	10,000	10,000	10,000
Lot 50	10,000	10,000	10,000



Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Planning Board - Town of Beekman

Final Subdivision of Depot Hill

The Trust for Public Land

Town of Beekman & Town of Pawling

Dutchess County, New York

Date: August 1, 2002

Sheet 1 of 100

1. The proposed subdivision is shown on the attached map and is subject to the following conditions:

2. The proposed subdivision is subject to the following conditions:

3. The proposed subdivision is subject to the following conditions:

4. The proposed subdivision is subject to the following conditions:

5. The proposed subdivision is subject to the following conditions:

6. The proposed subdivision is subject to the following conditions:

7. The proposed subdivision is subject to the following conditions:

8. The proposed subdivision is subject to the following conditions:

9. The proposed subdivision is subject to the following conditions:

10. The proposed subdivision is subject to the following conditions:

FM #12794  
FILED: 6/23/2023

1950

1951

1952

1953

## Fiscal - Analysis

ISSUES	NEGATIVE RISKS TO TAXPAYERS	COST TO DATE
<ul style="list-style-type: none"> <li>Suits Against Highway Superintendent</li> </ul>	<ul style="list-style-type: none"> <li>Settlement</li> <li>Town Deductibles/ additional NYMIR Attorney</li> <li>Legal Fees</li> </ul>	<p>117,500.00</p> <p>13,231.25</p>
<ul style="list-style-type: none"> <li>Lack of NYS Inspections on all Highway Vehicles (some as far back as 2021)</li> </ul>	<ul style="list-style-type: none"> <li>Liability to the Town if Vehicles were involved in an accident</li> <li>Safety and well being for the Vehicle Operators</li> <li>Risk to Town Residents</li> <li>Legal Fees / TBD legal bills not received</li> </ul>	
<ul style="list-style-type: none"> <li>Installation of battery cut-off switches required by NYMIR</li> </ul>	<ul style="list-style-type: none"> <li>Fire risk to vehicles and highway garages</li> <li>Legal Fees</li> </ul>	792.00
<ul style="list-style-type: none"> <li>Harassment Complaints</li> <li>Workplace Violence Complaints</li> </ul>	<ul style="list-style-type: none"> <li>Involving Highway Department Employees against Highway Superintendent</li> <li>Initiated by Town Employees against Highway Superintendent</li> <li>Initiated by the Highway Superintendent against Town Supervisor</li> <li>Initiated by Highway Superintendent against Town Employees</li> </ul>	88,109.00
<ul style="list-style-type: none"> <li>Town of Kent Transporting fill to the Town of Beekman with no Inter municipal agreement</li> </ul>	<ul style="list-style-type: none"> <li>Lack of documentation from DEC confirming that the fill was uncontaminated</li> <li>Unsupervised Town of Kent employees given access to the Highway yard after hours. Possibly affecting Workman's Comp Issues that could arise as well as the Town's Liability Insurance</li> <li>Legal Fees</li> </ul>	2,967.50
<ul style="list-style-type: none"> <li>Personnel Issues</li> </ul>	<ul style="list-style-type: none"> <li>Involving Highway Employees past and present</li> <li>Legal Fess</li> </ul>	30,454.75
<ul style="list-style-type: none"> <li>Overtime / Audit / Payroll Issues</li> </ul>	<ul style="list-style-type: none"> <li>Delayed payment to Employees due to time worked verifications. HW Super stopped certifying payrolls after 11/5/22 payroll, restarting when brought to his attention 5/4/24 payroll. Time clock issue. - All associated Legal Fees</li> </ul>	19,522.00
<ul style="list-style-type: none"> <li>Speed Humps</li> </ul>	<ul style="list-style-type: none"> <li>Suits/liability arising from installation and/or removal of speed humps.</li> <li>Legal Fees</li> </ul>	3,417.00
<ul style="list-style-type: none"> <li>284 Agreement Issues</li> </ul>	<ul style="list-style-type: none"> <li>Additional miles paved than stated on the 284 agreements.</li> <li>Increase from \$329,763.50 (4/23) to \$511,112.75 (7/23).</li> </ul>	5,513.00
<ul style="list-style-type: none"> <li>Lack of cooperation by the Highway Department with requests from other Town Departments</li> </ul>	<ul style="list-style-type: none"> <li>Outside vendors being contracted</li> <li>Reimbursement of Highway Employees salaries, benefit time and highway equipment rental</li> <li>Lack of response to requests - Legal Fees for all the above</li> </ul>	3,347.50

## SWOT Analysis

### Strengths

1. Expertise and Qualifications: Appointed Superintendent selected based on technical qualifications and hands-on knowledge
2. Consistency in Policy: Appointee works hands-on to achieve long term policy and key goals
3. Commitment: Appointee is responsible to more closely monitor the day to day functions of the DPW
4. Reduced Political Influence: An appointed position minimizes the pressures surrounding political elections.

### Weaknesses

1. Perceived Lack of Representation: To be transparent the appointment will include community input through a Committee formed for this purpose.
2. Potential for Cronyism: Eliminate the risk of favoritism or bias in the transparent appointment process.
3. Lower Public Engagement: The Committee will follow the Town of Beekman hiring policy as well as introduce the potential candidates at a public meeting to ensure transparency.
4. Complexity in Transition: The transition process from elected to appointed can be administratively complex and require significant effort on everyone's part.

### Opportunities

1. Professional Development: The appointment process can attract a wider and more diversified pool of candidates, including those who might be deterred by the electoral process.
2. Enhanced Operational Efficiency: Appointing allows for a focused approach on the specific needs of town infrastructure and fixed assets. Provides the ability to Control budgetary expenses, i.e. Needless Legal Fees. Strategic Vision: Better alignment with long-term infrastructure goals and community planning.
3. Risk Mitigation: Appointed superintendents may be better equipped to handle complex issues and emergencies on a day to day basis by being hands-on.

### Threats

1. Public Resistance: The ultimate decision to stay with an elected position of Highway superintendent or move to and appointed position lies with the Town of Beekman electorate.
2. Change Management: Challenges in changing the existing system and ensuring smooth operational continuity.
3. Political Pushback: Opposition from stakeholders benefitting from the current elected system.
4. Fiscal and Fiduciary Irresponsibility: Ensuring accountability is paramount for the town board as well as the avoidance of unnecessary legal entanglements and the possibility of jeopardizing the town's liability risks. i.e.: lack of NYS vehicle inspections, Town of Kent transporting fill with no inter municipal agreement, frivolous harassment complaints.

## Elected or Appointed Officials - Summarized

		<b>ELECTED</b>	<b>APPOINTED</b>
Qualifications	<ul style="list-style-type: none"> <li>No minimum job-related qualifications by law.</li> <li>Any <b>resident</b> of the town can run if they are 18 years or older.</li> <li>Qualifications are provided in campaign material.</li> </ul>	<ul style="list-style-type: none"> <li>Town sets minimum qualifications via a job description</li> <li>Appointment will be a town <b>resident</b> recommended by the Committee to consist of: 1 Town Board Member, 2 Town residents, 1 Rec Director and the Town Engineer.</li> <li>Performance reviews are done by Committee.</li> </ul>	<ul style="list-style-type: none"> <li>Any <b>resident</b> of the town can run if they are 18 years or older.</li> <li>Qualifications are provided in campaign material.</li> </ul>
Accountability	<ul style="list-style-type: none"> <li>An elected official cannot be removed from office unless they break the law in the course of their duties.</li> <li>Elected officials cannot be disciplined, suspended, terminated or supervised by the Town Board, with the exception of fiscal oversight.</li> <li>Elected officials act independent of the Town Board</li> <li>are not restricted or regulated in the time devoted to official duties.</li> <li>Must take oath of office</li> <li>No requirement to work on site at the Highway Department.</li> </ul>	<ul style="list-style-type: none"> <li>If necessary, disciplinary action is allowed if employee is not performing his/her duties in accordance with the Town of Beekman Personnel Policy.</li> <li>A requirement to be on site while performing the duties of Highway Superintendent.</li> </ul>	
Compensation	<ul style="list-style-type: none"> <li>Salaries for elected officials are set by the Town Board and cannot be reduced or withheld during the term of office unless a referendum is held.</li> </ul>	<ul style="list-style-type: none"> <li>Salaries are set by the Town Board based on qualifications and experience.</li> </ul>	
Public Participation	<ul style="list-style-type: none"> <li>Voters choose the official.</li> </ul>	<ul style="list-style-type: none"> <li>The Public elects four Town Councilpersons and a Town Supervisor who select and oversee non-elected employees of the town based on performance and Committee input.</li> </ul>	
Job Security	<ul style="list-style-type: none"> <li>Elected for a specific term.</li> </ul>	<ul style="list-style-type: none"> <li>The appointed positions will be renewable term appointments.</li> </ul>	
Time Off	<ul style="list-style-type: none"> <li>No restrictions on amount of time taken off for vacation, sick leave or other full time employment.</li> </ul>	<ul style="list-style-type: none"> <li>Employee will reference the town Personnel Policy for benefit time.</li> </ul>	
Financial	<ul style="list-style-type: none"> <li>The Highway Superintendent has wide latitude on spending for equipment, paving and road maintenance within limits set by the Town Budget and 284 Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>the Highway Superintendent works with the Town Board on capital plans and spending based on legal requirements and budgetary needs.</li> </ul>	

\*\* PUBLIC REFERENDUM gives the decision making process to the approximately 9,000 registered voters in the Town of Beekman \*\*