

TOWN OF BEEKMAN TOWN BOARD MEETING
Minutes for Tuesday April 8th 2025

The Town of Beekman Board met for a Town Board meeting on Tuesday April 8th 2025. The meeting was called to order by Supervisor Covucci at 6:03PM. The following members were present Supervisor Covucci, Councilman Battaglini, Councilwoman Wohrman Councilman Lemak and Councilman Capollari.

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

Supervisor Covucci led the Pledge of Allegiance and pointed out the emergency exits and called for a moment of silence for all those who have served our Country.

Supervisor Covucci went over the evening's agenda items.

Resolutions were read by Town Board members:

Acceptance of the September 24th minutes: Supervisor Covucci made an Amendment for a request to include changes made by the Town Board, Seconded by Councilwoman Wohrman, All in Favor, AYE. These changes however, were not provided to the Town Clerk at this meeting. The Town Clerk asked the Supervisor for a copy of the changes, Supervisor Covucci said she had the copies and would provide it to me.

Acceptance of the September 30th minutes: Councilwoman Wohrman made a movement to Amend the minutes to change the Adjourned date from 7:14PM to 5:04PM, Seconded by Councilman Lemak, All in Favor, AYE.

Acceptance of the February 3rd, 2025 minutes Councilwoman Wohrman made a movement to Amend the minutes from Councilwoman Wohrman pointed out the fire exits to Supervisor Covucci pointed out the fire exits. Seconded by Councilman Lemak, All in Favor, AYE.

General Board Comments: Supervisor Covucci made comments on previous Town Board meeting minutes. Town Clerk- Laureen Abbatantuono made comments on her previous Town Board Meetings minutes.

Written Comments on Agenda items: None

Public Comments on Agenda items: Kate Blake 231 Clapp Hill Rd, Comments on the Lawn Care services for the town and Logically price increase. Bill Crain 254 Gardner Hollow Rd questions and comments on Resolution 12.

Public Comments: Hollie Odell 32 Lime Mill Rd, comments on the Town Board meeting minutes. Tracey Zemco 96 Gold Rd, following up with the drainage easement on Gold Rd and see if the Town has any update on a decision. Kate Blake 231 Clapp Hill Rd, commented on the egg hunt

for the Rec department. Bill Crain 254 Gardner Hollow Rd, expresses his concerns on keeping the dirt road at Doherty Park.

Supervisor Covucci made a motion at 7:01PM to go into Executive Seconded by Councilman Lemak, All in Favor, AYE. Supervisor Covucci made a motion at 7:01PM to come back from Executive Session, Seconded by Councilman Lemak All in Favor, AYE. No Action was taken at this time.

General Board Comments: Town Clerk Laureen Abbatantuono gave an update on the closing of the 2024 School Taxes as well and the 2025 Property Taxes. Also addressed the T Board on the supplemental documents for future meetings and also thanked Dani and the Rec Staff for a job well done on the Easter Egg Hunt.

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

9th April, 2025

Laureen Abbatantuono

Laureen Abbatantuono

From: Susann O'Leary <smeoleary@verizon.net>
Sent: Tuesday, April 8, 2025 12:22 PM
To: Mary Covucci; Sharon Wohrman; Ezio Battaglini; Frank Lemak;
mcapollari@townofbeekmanny.us; Laureen Abbatantuono; Samantha Lopez-Mejorado
Subject: Stone Ridge Estates - Road Dedication

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

April 8, 2025

Attention: Town of Beekman Town Board Members

I am writing to follow up on my public comment at the March 4th Town Board meeting. I'd like to start by thanking everyone in attendance that evening for the opportunity to read my statement and address my concerns with the board regarding the road dedication in my neighborhood development in Stone Ridge Estates.

I sincerely hope that this issue is being addressed and we will soon see progress on this matter.

I unfortunately will not be able to attend this evening's meeting but I will continue to urge my neighbors to attend and voice their concerns regarding this matter as well.

I will admit though that it was disappointing to see an argument take place amongst our elected officials during an official meeting. It did not instill confidence that matters that are brought to the attention of the board are taken seriously when drama is unfolding within the board.

I seem to question if the board has lost sight of its duties and responsibilities to the town taxpayers and if situations like that are preventing the board from addressing issues in a timely manner. I hope that's not why our development has been forgotten about for years. At least the past four years that I've been residing here.

Ultimately my goal is to finally see action from the town board regarding our road dedication.

It's been far too long and we've remained patient for longer than should be expected.

I hope you all understand how extremely frustrating this situation has been for our development and I'm hoping you all see to a final resolution quickly.

Thank you!

Sincerely,

Susann O'Leary
41 Biltmore Drive
Hopewell Junction, NY 12533

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
APRIL 8, 2025**

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)

REPORTS

RESOLUTIONS

1. Accept October 8, 2024 Minutes-**NEVER RECEIVED**
2. Accept November 6, 2024 Minutes-**NEVER RECEIVED**
3. Accept December 30, 2024 Minutes-**RECEIVED LATE**
4. Accept January 8, 2025 Minutes -**RECEIVED LATE**
5. Accept January 21, 2025 Minutes-**RECEIVED LATE**
6. Accept September 24, 2024 Minutes
7. Accept September 30, 2024 Minutes
8. Accept February 3, 2025 Minutes
9. Accept March 25, 2025 Minutes
10. Accept March 4, 2025 Minutes
11. Approve Budget Revision #2025-03
12. Authorize Contracting of Lawn Service for Town Properties
13. Authorize Hiring of Temporary Seasonal Part Time Employee
14. Acknowledge Additional Hours Worked by Temporary Court Clerk
15. Retention of Consultant for Highway Garage Buildings \$12,950
16. Renew Contract with Logically
17. Approve Changes to Town Government Restricted Fund Equity Balance
18. Prioritize Use of Grant Monies
19. Agreement for Expenditure of Highway Monies
20. Payment of Claims

- Other Town Board Business
- General Town Board Comments
- Public Comments (3-Minute Limit)
- **Next Regular Town Board Meeting: Tuesday, April 22, 2025 at 6:00 PM**

ADJOURN

RESOLUTION NO. 04:08:25-1 (NEVER RECEIVED)
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

RESOLUTION NO. 04:08:25-2 (NEVER RECEIVED)
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

RESOLUTION NO. 04:08:25-3 (RECEIVED AFTER SUBMISSION DATE)
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

RESOLUTION NO. 04:08:25-4 (RECEIVED AFTER SUBMISSION DATE)
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

RESOLUTION NO. 04:08:25-5 (RECEIVED AFTER SUBMISSION DATE)
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

RESOLUTION NO. 04:08:25-6
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the September 24, 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 September 24, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-7
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the September 30, 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 September 30, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-8
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the February 3, 2025 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 February 3, 2025 Regular Town Board Meeting.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-9
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 25, 2025 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 March 25, 2025 Regular Town Board Meeting.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-10
RE: ACCEPTANCE OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 4, 2025 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 March 4, 2025 Regular Town Board Meeting.

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: April 8, 2025

RESOLUTION NO. 04:08:25-11
RE: ACCEPT BUDGET REVISION 2025-03

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 2025 identified as Budget Revision Number 2025-03.

Budget Revisions for March 2025 # 2025-03

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>GENERAL FUND</u>				
2025-03-01	A-1110-0200	Court Equipment	15,703	
	A-0000-3089	State Aid	15,703	
		-Record Grant for Court Equipment		
2025-03-02	A-1110-0400	Court Expense	500	
	A-1110-0200	Court Equipment		500
		-Transfer Appropriation		
2025-03-03	A-1460-0400	Records Expense	356	
	A-1460-0450	Records Contract		356
		-Transfer Excess Budget		
2025-03-04	A-7020-0401	Rec Office Supplies	50	
	A-7020-0460	Rec Software		50
		-Transfer Excess Budget		
2025-03-05	A-9950-0900	Transfer Out	200,000	
	A-0000-9882	Assigned Repair Reserve (New Acct)	100,000	
	A-0000-9912	Assigned for Capital Use	100,000	
		-Transfer for New Garage Project		
2025-03-06	A-9950-0900	Transfer Out	5,000	
	A-0000-9912	Assigned for Capital Use	5,000	
		-Additional for Generator Project		
<u>HIGHWAY FUND</u>				
2025-03-07	DA-9950-0900	Transfer to Capital Fund	260,000	
	DA-0000-4960	Federal Aid	248,725	

	DA-0000-9910	Approp. Fund Balance	11,275	
		-Transfer for FEMA Project		
2025-03-08	DA-9030-0800	Social Security	215	
	DA-9040-0850	Comp Admin Fee		215
		-Transfer Excess Budget		

CAPITAL PROJECTS

2025-03-09	H-0000-5030	Transfer In – General Fund	200,000	
	H-5132-0200	Garage Repairs	100,000	
	H-5132-0400	Garage Expenses	2,050	
	H-5132-0440	Garage Engineering	5,000	
	H-5132-0470	Garage Consulting	12,950	
	H-5132-0500	Garage Improvements	80,000	
		-Create New Hwy Garage Project		
2025-03-10	H-0000-5031	Transfer In-Hwy Fund	260,000	
	H-5110-0201	Road Repairs – Gardner Hollow	181,841	
	H-5110-0202	Road Repairs Stowe Drive	54,625	
	H-5110-0400	General Expenses	12,259	
	H-5110-0440	Engineering	11,275	
		-Create FEMA Capital Project		
2025-03-11	H-0000-5030	Transfer In – General Fund	5,000	
	H-1622-0400	Generator Expense	5,000	
		-Addition Funding for Generator Project		

SEWER FUND

2025-03-12	SS-8189-0440	Sewer Engineering	1,000	
	SS-8189-0470	Sludge Removal		1,000
		-Transfer for Engineering		

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: April 8, 2025

RESOLUTION NO. 04:08:25-12
RE: RESOLUTION AUTHORIZING CONTRACTING OF LAWN MAINTENANCE
SERVICES FOR TOWN PROPERTIES

WHEREAS, the Town of Beekman has solicited quotes for lawn service in order to adequately maintain the Town's property; and

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

WHEREAS, monies for this purpose were included in the 2025 Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby accept the Quote from Neave Landscaping, Inc. for mowing of specified properties for approximately 28 times during the growing season in the amount of \$30,408.00, with a three year renewal option; and

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

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-13
RE: RESOLUTION AUTHORIZING HIRING OF A SEASONAL PART TIME
MAINTENANCE EMPLOYEE

WHEREAS, the Town of Beekman has from time to time employed seasonal part time maintenance workers; and

WHEREAS, the Town of Beekman, has advertised for Seasonal Part time help and held interviews for the position,

NOW, THEREFORE, BE IT RESOLVED, that Charles Harris be hired for the summer months at a salary of \$20.00 per hour.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-14
RE: ACKNOWLEDGEMENT OF ADDITIONAL HOURS FOR
EMERGENCY/TEMPORARY PART TIME APPOINTMENT FOR THE JUSTICE COURT

WHEREAS, that due to unforeseen circumstances, Town Justice Murray unilaterally hired Cindy Paraggio, as a Part Time Clerk to the Justice, on an emergency and temporary basis; and

WHEREAS, under the Collective Bargaining Agreement (the "CBA") by and between the Town of Beekman and the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO ("CSEA"), the title of "Clerk to the Justice" is included in the CSEA bargaining unit; and

WHEREAS, CSEA, via its authorized representative, Neil Heard, agreed and consented to the employment of Ms. Paraggio as a Part Time Clerk, but only during the month of March 2025, and

WHEREAS, Ms. Paraggio has submitted hours worked in addition to the three evenings approved by Resolution 03/25/25-12 for the month of March 2025 as an Emergency Part Time Clerk, but only during the month of March 2025,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby acknowledge and ratify the unilateral actions of Justice Murray in hiring Ms. Paraggio, and authorizes the additional hours as submitted at an hourly salary of \$29.95 as provided for in conformity with the CBA.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-15
RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
APPROVING THE RETENTION OF A CONSULTANT FOR REPAIRS TO HIGHWAY
GARAGE BUILDINGS

WHEREAS, the Town Board is desirous to make repairs at the Town Highway Garage Buildings as identified in the 5-year comprehensive study done of the Town properties in March of 2021; and

WHEREAS, it is necessary to engage the services of a professional in this field to put together the bid package in order to go out to bid on this project; and

WHEREAS, the Town Board feels that it is in the best interest of the town to retain the services of Michael R. Berta. AIA, Architecture & Planning, 7 Robert Road, Poughkeepsie, NY 12603;

NOW, THEREFORE, BE IT RESOLVED, that the Town authorizes the retention of Michael R. Berta. AIA, Architecture & Planning to put together the bid packages for the repairs to the Highway Garage Buildings, not to exceed \$12,950

AND, BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign an engagement letter with Michael R. Berta. AIA, Architecture & Planning for this project.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-16
RE: APPROVE RENEWAL OF LOGICALLY DATA CONTRACT FOR THE YEAR 2025

WHEREAS, Logically Data currently provides Network support and service to the Town of Beekman; and

WHEREAS, the current contract is set to expire December 31, 2024; and

WHEREAS, the Town Board of the Town of Beekman is desirous in renewing the contract with Logically Data for the purpose of network support and service for 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached contract with Logically Data for the support service for the year 2025 in an amount not to exceed \$41,605.

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: April 8, 2025

RESOLUTION NO. 04:08:25-17
RE: RESOLUTION APPROVING CHANGES TO THE TOWN GOVERNMENT'S
RESTRICTED FUND EQUITY BALANCES AS OF DECEMBER 31, 2024

WHEREAS, the Town of Beekman Town Board periodically reviews and makes additions and withdrawals to the Government Funds Restricted Equity Balances,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby approves the following changes to the Government Funds Restricted Fund Equity Balances as of December 31, 2024.

Fund Equity Categories	Balances 12/31/2023	Increase	Decrease	Balances 12/31/2024
A Non Spendable	\$ 18,146		\$ 826	\$ 17,320
A Reserve for Comp Absences	43,400		3,700	39,700
A Reserve for Retirement	556,508		124,048	432,460
A Reserve for Claims	100,000	7,620		107,620
A Reserve for Repairs	188,564	14,000		202,564
A Held for Capital Use	1,216,931	1,000,000	486,915	1,730,016
DA Non Spendable	16,470	1,555		18,025
DA Reserve for Comp Absences	24,600			24,600
DA Reserve for Snow & Repairs	150,000	7,000		157,000
DA Reserve for Equipment	256,770	38,400	200,000	95,170
SS Reserve for Repairs	30,000	640		30,640
SW Reserve for Repairs	22,200	14,920		37,120

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-18

RE: RESOLUTION TO PRIORITIZE NYS GRANT FUNDS FOR SPECIFIC PROJECTS

The following Resolution was introduced by **SUPERVISOR COVUCCI** and seconded by **COUNCILMAN LEMAK**.

WHEREAS, the Town of Beekman is committed to responsible and efficient use of taxpayer resources; and

WHEREAS, the Town of Beekman has received and anticipates receiving annual and special funding from the State of New York ("NYS") through various grant programs, including but not limited to CHIPs, DASNY, FEMA, NYS Community Development Block Grant, NYS Infrastructure Grant Program; and

WHEREAS, Section III(E)(5) of the Town's Budget and Financial Policy states that government grant program aid is to be used first against expenses before use of Town revenues or sources; and

WHEREAS, The Town of Beekman desires to ensure that all available NYS grant and/or federal program funds are fully utilized for the purposes for which they are intended before incurring costs from town revenues;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby directs that, for any project or expenditure covered by a NYS grant, the Town shall first exhaust all available funds from the applicable NYS or federal grant before incurring any costs from town revenues; and

IT IS FURTHER RESOLVED, that the Town Finance Office, in consultation with the Town Supervisor, shall establish and maintain a clear system for tracking grant funding and expenditures, ensuring that all grant funds are properly accounted for and utilized in accordance with the terms of the grant agreements; and

IT IS FURTHER RESOLVED, that this resolution shall become effective immediately.

ROLL CALL:

	<u>AYE</u>	<u>NAY</u>
Councilman Capollari	<u>X</u>	_____
Councilman Battaglini	<u>X</u>	_____
Councilman Lemak	<u>X</u>	_____
Councilwoman Wohrman	<u>X</u>	_____
Supervisor Covucci	<u>X</u>	_____

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-19

RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2025

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 **\$450,000.00** 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 **\$468,550.00** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
 - (a) On the road commencing at Gardner Hollow Rd starting west of **Sterling Dr.** and leading up **Gardner Hollow Rd.** a distance of **0.82** miles, there shall be expended not over the sum of **\$136,350.00** for Blacktop and Drainage Width of traveled surface 24 Feet
 - (b) On the road commencing at the intersection of CR 9 and **Furnace Rd** leading up to Dorn Road, a distance of **0.34** miles, there shall be expended not over the sum of **\$48,500.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (c) On the road commencing at the intersection of CR 9 leading **west on Dorn Road** a distance of **0.64** miles, there shall be expended not over the sum of **\$83,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (d) On the road commencing at the intersection of Van Scoy Rd leading south on **Roosevelt Dr.** a distance of **0.72** miles, there shall be expended not over the sum of **\$98,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (e) On the Road commencing at the intersection of Lee Ln leading south on **Bowe Ln. Into Harden Dr.** ending at the east end of Lee Ln a distance of **0.67** miles, there shall be expended not over the sum of **\$102,300.00** for Blacktop and Drainage Width of traveled surface 22 Feet

Executed in duplicate this 8TH day of April, 2025

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 LEMAK

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: April 8, 2025

RESOLUTION NO. 04:08:25-20
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	\$ 37,029.04
Claims to be paid from the DA-Highway Fund	\$ 7,854.21
Claims to be paid from the SS-Dover Ridge Sewer	\$ 4,717.02
Claims to be paid from the SW-Dover Ridge Water	\$ 1,058.68
Claims to be paid from the T-Trust & Agency Fund	\$ 2,877.00
Claims to be paid from the H-Capital Fund	\$ 616.00
	<u>\$ 54,151.95</u>

03/22/2025 Payroll #7

General Fund	\$ 36,825.48
Highway Fund	\$ 23,278.67
	<u>\$ 60,104.15</u>

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 8, 2025

Account#	Account Description	Fee Description	Qty	Local Share	
A1255	Conservation	Conservation	2	1.94	
	Marriage Lic.	MARRIAGE LICENSE FEE	1	17.50	
			Sub-Total:	\$19.44	
A1603	Vital Statistics Fees	Certified Copies	39	390.00	
			Sub-Total:	\$390.00	
A2540	WAGERING FEES	Bingo License	5	37.50	
			Sub-Total:	\$37.50	
A2544	Dog Licensing Fees	Female, Spayed	11	99.00	
		Female, Unspayed	1	15.00	
		Male, Neutered	11	99.00	
			Sub-Total:	\$213.00	
Total Local Shares Remitted:				\$659.94	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			25.00	
Amount paid to:	NYS Environmental Conservation			33.06	
Amount paid to:	State Comptroller for Bingo			56.25	
Amount paid to:	State Health Dept. For Marriage Licenses			22.50	
Total State, County & Local Revenues:		\$796.75	Total Non-Local Revenues:		\$136.81

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Laureen Abbatantuono, Town Clerk, Town of Beekman, during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Mary Covucci 3/31/25
Supervisor Date

Laureen Abbatantuono 3/31/25
Town Clerk Date

Town of Beekman Town & County 2025

Collection Summary

Batches 0 thru 183

	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
2025	9591151.02	2904.39	0.00	0.00	1072908.06
Totals:	9591151.02	2904.39	0.00	0.00	1072908.06

Statistics:

Postings:	4761
% Collected:	90%
Adjustments:	1
Voids:	26
Returned Payments:	0
Refunded Duplicate Pmnts:	11
Unpaid:	20160.63
Outstanding Fees Collected:	0.00

Media:

On-Line:	296
Mail:	1094
Counter:	1172
Wired:	2186

Cash:	116773.47
Check:	8759651.03
Other:	717630.91
Total:	9594055.41
Minus Duplicate/Over Payments:	0.00
	9594055.41
Taxes:	9591151.02
Penalty:	2904.39
Surcharge:	0.00
Ret. Check Fees:	0.00
Notice Fees:	0.00
Total:	9594055.41
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
	9594055.41

Payment Type Breakout:

Credit Card:	14	19277.31
Money Order:	2	351.64
check:	1	2284.28
Online Payment:	289	692974.84
Bank Wire:	1	2742.84

RECEIVED

APR 01 2025

FINANCE DEPT.
Town of Beekman

**Worksheet to balance to Recreation Department
January Recreation Revenue**

|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Worksheet to balance to Recreation Department
February Recreation Revenue

JE #	Recreation 2001	Concession 2012	Sr Events 2015	Special Rec Facility 2025	Rec Bldg Rental 2026	Special Event Fees 2050	Credit in System 2411	Equipment Sales 2665	
2/7/2025	8081	150.00	5.00		350.00				505.00 1/23/25-1/31/25
2/11/2025	8088	150.00	874.00		350.00				1,374.00
2/11/2025	8089		744.00		350.00				1,094.00
2/19/2025	8108	4,312.50	120.00		-				4,432.50
2/19/2025	8109	525.00	40.00		-				565.00
2/27/2025	8118	4,537.50	374.00		350.00				5,261.50
2/27/2025	8119	2,455.00	649.00		1,450.00				4,554.00
2/28/2025	8141	18,031.50			350.00				18,381.50 cc
	\$ 30,161.50	\$ -	\$ 2,806.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 36,167.50 Balances to General Ledger
	(280.00)								(280.00) CC In Transit
	29,881.50	-	2,806.00	-	3,200.00	-	-	-	35,887.50 Balances to Bank Statement
	30,161.50	-	2,806.00	-	3,200.00	-	-	-	\$ 36,167.50
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,887.50 From Bank Statement

GL Manual Entered

January Building Department Revenue											
Month	Fire Inspection 1560	Zoning Fees 2110	Planning Fees 2115	Licenses, Other 2545	Building Permits 2555	Certificate of Occupancy 2556	Title Searches 2560	Plumbing Permits 2565	Electrical Permits 2566	Permits, Other 2590	Total Fees
2024 Ending Balance											221,960.55
January	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
General Ledger (Manual Entered)	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.00	1,050.00	2,600.00	2,275.00	225.00	-	10,295.00
	-	-	-	-	4,145.0						

Balance in bank account (Manual Entered) \$ 232,255.55

[illegible]

S:\4-Building Dept\2025 Building Department Deposits\2025 Bldg Deposit Summary Report

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent 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 the 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 **\$450,000.00** shall be set aside to be expended for primary and general work / 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 the renewals thereof
2. PERMANENT IMPROVEMENTS: The following sums totaling **\$468,550.00** shall be set aside to be expended for the permanent improvement of Town Highways:
 - (a) On the road commencing on Gardner Hollow Rd starting west of Sterling Dr. and leading up **Gardner Hollow Rd.** a distance of **0.82** miles, there shall be expended not over the sum of **\$136,350.00** for Blacktop and Drainage Width of traveled surface 24 Feet
 - (b) On the road commencing at the intersection of CR 9 and **Furnace Rd** leading up to Dorn Road. a distance of **0.34** miles, there shall be expended not over the sum of **\$48,500.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (c) On the road commencing at the intersection of CR 9 leading **west on Dorn Road** a distance of **0.64** miles, there shall be expended not over the sum of **\$83,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (d) On the road commencing at the intersection of Van Scoy Rd leading south on **Roosevelt Dr.** a distance of **0.72** miles, there shall be expended not over the sum of **\$98,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (e) On the road commencing at the intersection of Lee Ln leading south on **Bowe Ln. into Harden Dr.** ending at the east end of Lee Ln a distance of **0.67** miles, there shall be expended not over the sum of **\$102,300.00** for Blacktop and Drainage Width of traveled surface 22 Feet

Executed in duplicate this ____ day of _____, 2025

Supervisor

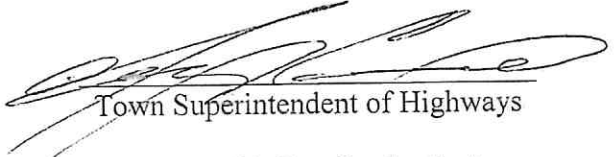
Councilperson

Councilperson

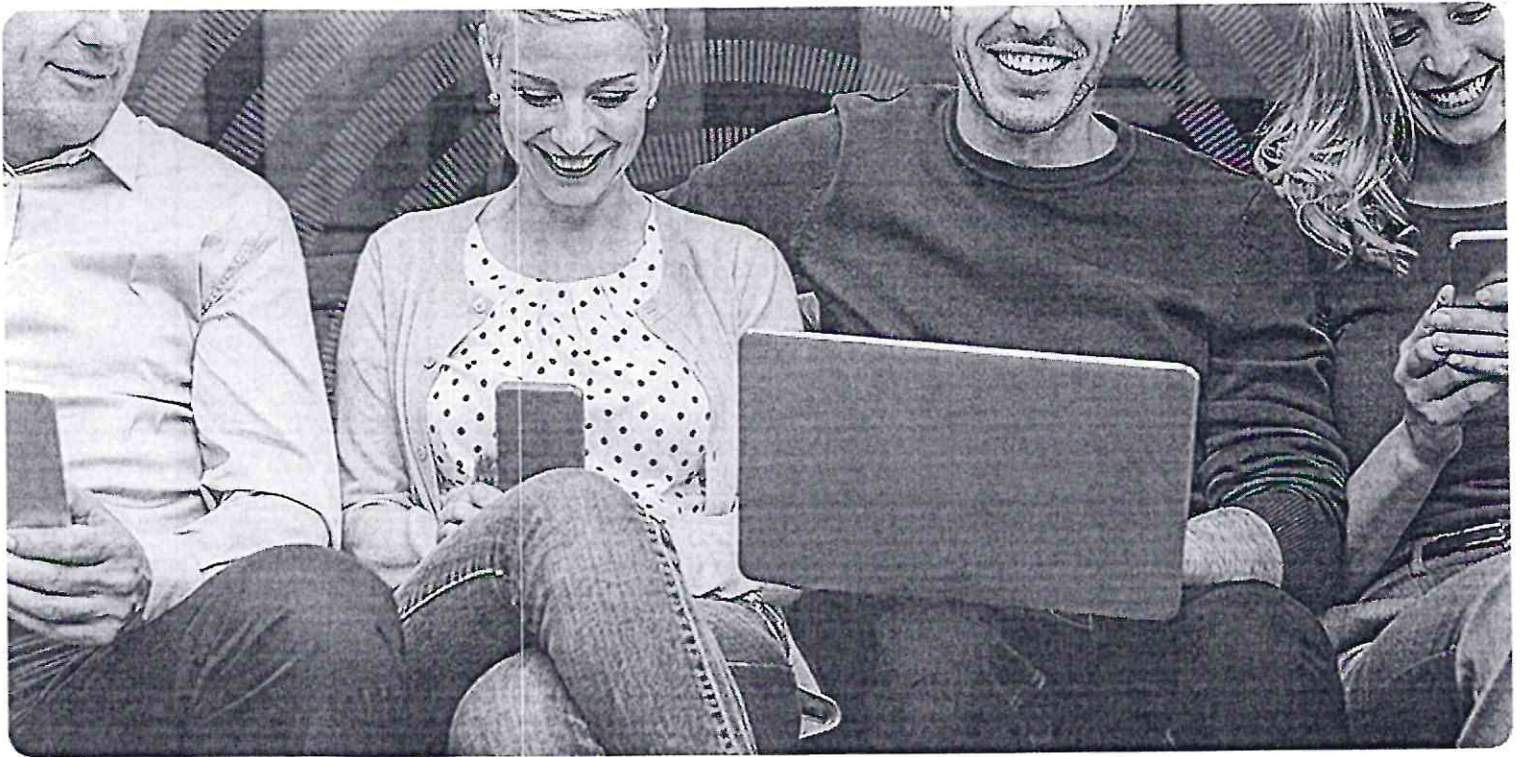
County Superintendent of Highways

Councilperson

Councilperson


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 of Highways. Both copies must be approved by the County Superintendent of Highways. One copy must be filed in the Town Clerk's office and one in the County Superintendent of Highway's Office. *COPIES DO NOT TO HAVE TO BE FILED IN ALBANY.*



Service Agreement

Beekman Town Hall - New/Renewal LogicCare+ Agreement

Proposal # 1051092
Version 1

Prepared for:

Beekman Town Hall

Sharon Wohrman
swohrman@townofbeekmanny.us

Thank you for your interest in Logically and our LogicCare+ managed IT services solution. Logically is the leading provider of Managed IT Services to small and midsize organizations. Our goal is to help you leverage information technology to achieve your business objectives. To do that, you need a trusted IT ally with a wide and deep bench of IT talent with expertise in emerging and critical technologies such as cloud, cybersecurity, mobility, and how the modern workplace operates. A trusted IT ally that can deliver reliability and operational excellence at an affordable price. A trusted IT ally like Logically.

LogicCare+ is the ideal solution for LogicCare+ is our most popular solution for organizations that want to outsource their IT. With LogicCare+, you get instant access to a world-class IT team, unsurpassed customer service, and OpLogic™, the industry's first and only Intelligent MSP Platform™. Logically's core competency is IT management and customer service. With LogicCare+, we will manage your IT so you can manage your business.

LogicCare+ is a complete IT outsourcing solutions tailored to the needs of small and midsize organizations. LogicCare+ gives you access to the technology you need to increase revenue, decrease costs, improve productivity, reduce security risks, comply with industry regulations and enhance customer experiences – along with experts to manage it.

Logically is very different than other Managed Service Providers (MSPs). Our outsourcing solutions include:

- Managed IT Services: A complete set of managed services covering monitoring, alerting, incident remediation, patching, security, data protection, helpdesk, hardware and software lifecycle management, asset management and much more, all tailored to your specific needs.
- OpLogic Intelligent MSP Platform: OpLogic is the first and only self-healing intelligent MSP platform for small and midsize businesses that stops problems before they stop you. OpLogic is a cloud software platform available exclusively from Logically that enables IT environments to self-heal, increasing uptime and reducing security risks. OpLogic serves as “mission control” to integrate, automate, and orchestrate Logically's managed IT deliverables, ensuring unprecedented technology performance while delivering personalized service. Key benefits of OpLogic include:
 - Optimized performance with self-healing remediation
 - Reduced security and data loss risk
 - Customized IT management
 - Ensures and audits service delivery
 - Auto-provisioning
- CareTeam: Being a trusted IT ally means being intimately familiar with our customers' environments, super responsive, and obsessed with always doing the right thing. Our unique Care Team approach is how we do it. Care Teams are dedicated service delivery teams that ensure you always work with people intimately familiar with your needs and environment. No need to explain the same thing over and over to different people. Care Teams enable us to retain a small company feel while developing deep relationships with customers that lead to strong, personalized service.

In summary, LogicCare+ allows you to outsource your mission-critical IT with confidence. Our team of specialists with advanced skills in networking, cloud, security, wireless, Office 365 and more, will help you get the most out of your IT investment, minimize downtime and protect your data. Get instant access to a world-class IT team and system management platform including OpLogic at a predictable cost without adding headcount. Thanks again for considering Logically. We look forward to becoming your trusted IT ally.

LogicCare+ Solution Description

LogicCare+ is a powerful managed IT services solution for companies that outsource their IT. Here is what is included with LogicCare+:

Entitlement	Description
Remote Monitoring	Our network operating centers (NOCs) remotely monitor your environment to detect problems in your workstations, servers, infrastructure, and critical applications. NOC engineers keep a watchful eye on your environment and respond to critical issues to help keep your systems up and running.
Alerting	When problems are detected, our NOC will alert you. Our standard SLA includes notifications via email during standard business hours.
Remote Patch Management	This service includes Windows patching of workstations and servers to ensure the software is up-to-date and protected from emerging vulnerabilities and exploits.
Drive Space Management	Automated drive space management cleans-up disk drives on workstations and servers when available storage space becomes low.
Management Portal and Managed Service Reports	This enables direct entry of tickets into our systems and the ability to track status and history. We also provide reporting so you can track key aspects of your environment.
Software, Licensing & Warranty Renewals	Assist with all aspects of procurement and lifecycle management, including defining requirements and specifications, vendor selection, procurement, license management, renewals, warranties, and end-of-life recommendations.
Asset Management	Our systems management tools to automatically discover new Windows assets added to your network, maintain a real-time detailed inventory for all your provisioned hardware and software, and audit software licenses.
Basic Security Services	Base managed security service provides managed antivirus to mitigate threats and site-specific DNS protection for basic web filtering and category identification. Also includes intrusion detection and endpoint protection software.

Enhanced Security Services	Enhanced managed security offerings include additional layers of protection. Features include email security with advanced URL link protection, virus and spam filtering, preventative spoofing measures as well as additional DNS filtering that extends protection to devices outside of your firewall.
Incident Remediation	Our team of networking, cloud, security and Office365 experts will troubleshoot and resolve issues remotely. Includes incident remediation support during business hours.
Performance Monitoring	Our IT monitoring platform will record and trendline the key performance metrics within your technical environment. Some examples include CPU, memory, and storage allocation. In addition, our performance monitoring suite can be extended to include network layer traffic and conversations such as bandwidth utilized across connections as well as the specific type of traffic in use.
Dedicated Customer Success Manager (CSM)	Your dedicated Customer Success Manager (CSM) ensures you realize maximum value from Logically. Your CSM is responsive to your needs and has intimate knowledge of your environment and evolving requirements.
Remote Helpdesk	The helpdesk is your immediate and first line of defense when issues arise. Our helpdesk technician will troubleshoot the issue - whether it's a problem with end-user laptops or critical components of the IT infrastructure and assign the correct specialist as required.

**Prepared For:**

Beekman Town Hall
Sharon Wohrman
4 Main St
Poughquag, NY 12570

Sales Contact:

Logically
John Hanlin
Phone: (540) 903-9095
Email: john.hanlin@logically.com

Proposal #

1051092.2

Date Issued:

01.16.2025

Expiration Date:

02.05.2025

Monthly Recurring Service	Recurring	Qty	Ext. Recurring
Managed Services LogicCare+ Summary of Client's Environment: <ul style="list-style-type: none">• (36) Mailboxes• (48) SaaS Alerts• (28) Workstations• (2) Servers• (2) Firewalls• (2) Switches• (4) Access Points Summary of Unlimited Onsite Incident Remediation Services: <ul style="list-style-type: none">• Includes Unlimited "Business Hours" Onsite Incident Remediation• Extended coverage to Managed Services Package• Coverage includes environment defined in the Managed Services Package• Not available or to be used for change / adds / moves Notes & Assumptions: <ul style="list-style-type: none">• Logically will attempt to resolve incidents remotely first, and determines when an onsite visit is required• Onsite Remediation is for incident response only and is not dedicated onsite time <p>*Current agreement is \$2,992.10/mo. The new solution will be a total of \$4,199.60/mo, which would result in a net increase of \$1,277.50/mo.</p>	\$3,467.10	1	\$3,467.10

Monthly Subtotal: **\$3,467.10**

Onboarding Labor	Price	Qty	Ext. Price
Agreement Modernization - LogicCare+	\$2,455.00	1	\$2,455.00

Subtotal: **\$2,455.00****List of Minimum Requirements Service Level Agreement 1:***Client responsibilities:*

- Access to relevant network and devices during and after business hours for stated deliverables
- To facilitate downtime during the pre-determined IT maintenance window
- To facilitate atypical downtime required to alleviate critical 0-day security risks
- All information and access to subject matter expert knowledge holders
- Coordination with all client IT resources if applicable to Logically's deliverables
- If required, access to software and licenses applicable to deliverables under this proposal
- 48-hour prior notification for known critical personnel event.
- Immediate notification for unknown critical personnel event.
- 48-hour prior notification for planned work that may interrupt Logically services
- Immediate notification for unplanned work that may interrupt Logically services
- Client must migrate to Logically service tools

What's not included?

- Onsite Incident Remediation
- Recurring onsite engineering time
- Cloud Services
- Data & Disaster Recovery Remediation
- IT Standards and Policies Consultation (IT compliance & regulatory audit questionnaire related events)
- Mobile Device Management
- Database Monitoring & Optimization
- Custom Reporting
- Cyber Security Incident Response and Remediation
- Substantive upgrades, additions, or changes of equipment or software. Project work will be quoted separately in order to be managed to the Logically project management standard.
- Consulting time and training on business application (SharePoint, 365, IT Assessments, Line of Business Solutions)
- Service and support of hardware or software that has reached end of life or is without a manufacturer's warranty
 - Limited support will be provided to items not under warranty. However, if an unsupported or out of date device(s) becomes a chronic or automated management cannot be configured to monitor this tool, the client will be required to replace this device to ensure the health and security of the IT environment.
 - If a client does not replace recommended hardware, issue resolution may not be possible.
- Extensive customization of our managed services required to handle extreme atypical environments is available.
- Chief Compliance Officer responsibilities; i.e. ownership, management, auditing. Contribution or administration of IT related policies and procedures are available through Logically IT Governance Services.
- Monitoring, management and remediation of non-Logically owned backup and disaster recovery services
- Services to assist or perform audit of or validation support for security or licensing compliance requirements (i.e. Microsoft audit) is available.
- Cybersecurity breach or infection Incident Response and Remediation services are available.
- Firmware, 3rd party patching

Description of Client Onboarding:

A successful managed services onboarding process achieves positive technology results while providing an outstanding customer experience. Logically's mature onboarding process achieves these objectives by establishing and validating clear expectations and ownership. Logically's advanced onboarding template includes frequent communication and efficient capable support during transition. The dedicated onboarding team serves you with confidence and peace of mind. Logically's onboarding includes:

- Dedicated and experienced onboarding Project Manager
- Communication of detailed onboarding objectives, owners and estimated timeline
- Deployment of monitoring agents and additional managed solutions

Estimated Remediation with Onboarding:

Environments may require significant effort to stabilize upon onboarding. This work is outside of the scope of the Managed Services Agreement presented in the one-time "Estimated Remediation" cost. Remediation work will be billed as completed. Additional project work presented during remediation efforts will be discussed and reviewed during the process. Examples of this include but are not limited to, hardware replacements, OS upgrades and expired warranties. The quoting and completion of these projects will be evaluated between the client and Logically.

Logically's Standard Service Level Agreement (SLA) for Incident and Request Remediation:

Business Hours SLA (8:00 AM – 5:00 PM Local office supporting time)

Priority Level	Respond Within*	We Have Created a Plan**
Priority 1	12 Minutes	30 Minutes
Priority 2	12 Minutes	1 Hour
Priority 3	12 Minutes	4 Hours
Priority 4	12 Minutes	8 Hours

Emergency Response SLA (After-Hours)

Client Initiated Incident Requests-Billable at After-Hours Rates

Priority Level	Respond Within, hrs.	Resolution Plan Formulated, hrs.
Priority 1-4	Best Effort	Best Effort

**Hours listed are calculated during business hours. **Time starts after Respond Within is completed*

Respond Within is defined as incident response receipt acknowledgement and reply. Reply can be performed via email, online support portal, phone call or other form of communication medium. **SLA Resolution Plan** is the action of performing next steps towards resolution and includes events such as scheduling the incident request to a Care Team managed services engineer.

****We Have Created a Plan** is defined when an Engineer begins working a ticket.

The Logically standard SLA applies to **Incident Remediation** activity only. An Incident is defined as something that "used to work that no longer works." The standard SLA defined above is a target goal for Logically, and the managed services packages do not ensure a guarantee that the goals will be achieved for 100% of incidents. **If your organization requires it, Logically can provide SLAs with increased commitment levels and guarantees.**

SLA response times are based on incident priority levels. Priority level is determined based on the impact and severity of the incident according to the following table.

Priority Matrix

Impact / Severity Level	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 4
Low Impact	Priority 3	Priority 4	Priority 4

The **Impact** of an incident is measured and defined by Logically based on the extent of the business that is affected by the interruption. Here are the guidelines Logically uses to determine impact:

- High – 50% + of the company impacted, or multiple departments
- Medium – One department impacted
- Low – One user or smaller group impacted



The **Severity** of an incident is measured and defined by Logically based on how quickly the incident needs to be resolved. Here are the guidelines Logically uses to determine severity:

- High – The business area cannot function
- Medium – The business area can function but in limited capacity
- Low – The business area can function with little to no issues

Terms and Conditions

This Work Order ("Agreement") is entered into by Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 5747 Perimeter Drive, Suite 110, Dublin Ohio 43017 ("Logically") and the undersigned customer ("Customer") and is subject to the terms and conditions of the Master Services Agreement located at <https://www.logically.com/agreements/masterservices-agreement> ("MSA"), including additional Terms and Conditions herein.

This "Agreement" is effective as of the signature date by the Customer as below ("Effective Date"). Cloud and Security Services will be governed by the below terms:

<https://www.logically.com/agreements/cloud-services-agreement>

<https://www.logically.com/agreements/securitymanagement-terms-and-conditions>

The estimated pricing, quantities, and proposed solution(s) in this Agreement are based on the entire scope of work and Logically's understanding and assumptions. The content of this Agreement, and any related statement of work, scope of work, quote, email, proposal or other, is confidential. Unless required by law or authorized in writing, this Agreement is not to be disclosed or distributed to any person, organization, or entity other than Logically or Customer.

Terms and Conditions:

1. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and may not include applicable or accurate taxes, shipping, travel duty, or export.
2. If any Agreement is terminated early for any reason, other than by Logically for convenience, an early termination fee (ETF) will be due from Customer to Logically on the termination date. The termination charge is set forth in the applicable Terms. Customer waives any claims of a termination constituting a penalty.
3. Recurring Service Agreement Terms:
 - a. Implementation fees are due at contract signing.
 - b. Remediation items identified during implementation will be scoped and submitted for approval.
 - c. The Agreement term and billing will commence upon deployment of services.
 - d. Recurring services are billed in advance and will continue through the end of the contract term.
 - e. If recurring services implementation is unreasonably delayed by lack of Customer engagement, Agreement term is enacted, and recurring services billing will commence.
 - f. Recurring services will be billed at the greater of 50% of the original contracted recurring services fee, or the billing amount resulting from the recurring reconciled count of managed device(s), user(s), license(s), storage and other charged items.
 - g. The Agreement Contract Term: 36 Months
 - h. The Agreement will renew for a one (1) year term, and can include up to a 10% price increase, unless either party provides written notice to terminate no less than ninety (90) days before the end date.
 - i. Vendor licensing may be adjusted with a ninety (90) day written notice to Customer
 - j. Recurring services may have a maximum increase of 5% annually.
 - k. Early Termination Fee (ETF): Recurring services have an ETF equal to the greater of 50% of the amount billed at time of early termination, or 50% of the original contracted recurring services fee, multiplied by number of months remaining in the

active term.

4. Non-Recurring Service Agreement Terms:
 - a. Labor rates may be adjusted with ninety (90) days written notice to Customer.
 - b. Fees for projects outside of onboarding: 25% of the project and 100% of the project management will be billed upon acceptance and is due at contract signing.
 - c. Labor fees will be invoiced monthly as resources are consumed.
5. Invoices paid by credit card will be assessed a 3% convenience fee, except in states where prohibited. No additional fee will be charged for check, ACH, or wire payment.
6. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law on unpaid amount for each calendar month or fraction thereof for payment to Logically in arrears.
7. Customer agrees to pay all court costs and reasonable attorney's fees incurred in the collection of any amount past due. Customer acknowledges Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.
8. Payment Information:
 - a. If the Billing Contact is different from the undersigned, please provide:
 - I. First and Last Name
 - II. Title
 - III. Mailing Address
 - IV. Phone Number
 - V. Email Address

Acceptance

Beekman Town Hall

Signature: _____

Name: Sharon Wahrman _____

Date: _____

Negri's

396 South Greenhaven Rd Stormville NY 12582
Phone 845-590-2640

March 20, 2025

Town of Beekman

4 Main St

Beekman NY 12570



Negri's gladly submits to you the labor estimate for the following scope of work:

▪ Weekly Lawn Maintains

Lawn Maintains will include trimming of grass cutting, trimming around all trees, fence lines, curb and beds trimming. Negri's will provide all equipment need to complete scope of work. Herbicide grass control will be applied along fence lines as need. Any other scope of work from the town will be billed separate. The town must notify one week prior to Negri's if there any day of the week were Negri's can not be on any site

Town Center park -71 Town center Blvd Hopewell Jct - fields / commons areas, Recreation Park -29 Recreation center rd Field side, Beckman Library 11 town center rd and Remembrance park- Town Hall 4 Main st. All work will be performed on days Wednesday, Thursday or Friday weather permitting

*This scope of work covers the period of 4/15/-25 -11/30/28

- Total price of work to be completed \$ 31,000.00 per year @ (app) 30 cuts a year. Last two final cuts of the years could be used for blown off leaves on ball or soccer fields if needed an weather permitting.

▪ Fertilization

- Crabgrass preventer or all fields
- Fertilization & weed control for all fields
- Grubs an insect control for all fields
- Fertilization & Fall treatment

This scope of work covers the period of 4/15/-25 -11/30/28

Total price of work to be completed \$ 21,000.00 per year

If you should require any additional information or have any questions please feel free to call us at (845) 590-2640

Robert Negri
President

Acceptance of our proposal

Signature _____

Negri's will not be held liable for any per-existing conditions on the property that is not specifically mentioned in this agreement. Negri's will not be held liable for any weather delays or any inspections delays. Any late payments over 30 days will accrue 2%per month, compounded per month late fees. Invoices that are not paid in full at the time of completion for the above scope of work will be subjected to liens on the property were the work was performed and all expenses will be charged to the customer. Any legal fees, cost, expenses and disbursements incurred by Negri's to enforce this contract shall be paid by the customer named. Any cancellation of this contract must be done in writing on or before the third day of the start date. If customer wants to cancel this contract must gives Negri's 30 days written notification

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

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

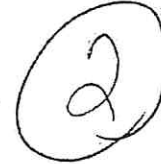


NY Pesticide # C3871666
Putnam License # PC-2024
Westchester License # WC-11097-H00
Rockland # H-11916-18-20-26
Connecticut License # HIC.570242 CT
Pesticide # B-3200CT
CT Spa & Pool PLM.0287234-SP1
Plumbing & Piping PLM.0282676-J3
New Jersey HIC # 13VH07572800
New Jersey Pesticide # 91298B
New Jersey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

March 20, 2025

Mary Covucci
4 Main Street
Poughquag, NY 12570

Service Site:
Town of Beekman
Town of Beekman CPM 2025
4 Main Street
Poughquag, NY 12570



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

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

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

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

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

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

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

Landscape Maintenance

Weekly Lawn & Landscape Care

- Mowing will occur weekly for approximately 30 instances. Weekly exceptions will be made in cases of severe weather or for the health of the turf.
- All clippings on driveway/roadways, patios and walkways will be blown clean at completion of each visit.
- Turf will be cut to the proper seasonal height depending on weather conditions. All cut clippings will be recycled to prevent clumping upon each visit to obtain optimal health of the turf.
- All curb and bed trimming will be maintained weekly to maintain a neat and clean appearance.
- All walks, curb edges, roadways, shrub, and tree beds will be weeded to maintain a neat and clean appearance.
- A post-emergent non-selective herbicide will be used in planting beds in conjunction with mechanical weeding.
- Defoliated leaves will be removed from plant beds and mulched into the lawn.

Payment Options

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

Schedule	Price	Sales Tax	Total Price
April	\$3,801.00	\$0.00	\$3,801.00
May	\$3,801.00	\$0.00	\$3,801.00
June	\$3,801.00	\$0.00	\$3,801.00
July	\$3,801.00	\$0.00	\$3,801.00
August	\$3,801.00	\$0.00	\$3,801.00
September	\$3,801.00	\$0.00	\$3,801.00
October	\$3,801.00	\$0.00	\$3,801.00
November	\$3,801.00	\$0.00	\$3,801.00
	\$30,408.00	\$0.00	\$30,408.00

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

Lock in your contract pricing for multiple years and save!

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

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

I, as owner or authorized representative of said property, have fully read and understand the above scope of work, specifications, prices, and charges. By executing this agreement, Customer acknowledges receipt of the Terms and Conditions annexed to this Agreement. Customer has read and understood the Terms and Conditions and agrees that they are hereby incorporated in this Agreement by reference with the same force and effect as if set forth herein. They are all hereby accepted, and I authorize Neave Landscaping, Inc. (herein and after as "Neave") and all its agents to perform work as specified. Payment will be made as outlined in the payment schedule above.

Please sign to accept this Agreement:

Mary Covucci

Date: _____

Phone Number: _____

Email: _____

Preferred Method of Communication (please circle): Call | Text | E-Mail

SIGNATURE ALSO REQUIRED ON FOLLOWING PAGE

I UNDERSTAND AND HEREBY AGREE THAT NO MODIFICATION, CHANGE OR OTHER ALTERATION TO THE PREPRINTED CONTRACT SHALL BE ENFORCEABLE BY OWNER / CUSTOMER UNLESS THE MODIFICATION, CHANGE OR ALTERATION HAS BEEN INITIALED BY AN OFFICER OF THE COMPANY INDICATING NEAVE LANDSCAPING INC.'S AGREEMENT TO THE NEW OR MODIFIED TERM. FURTHERMORE, I UNDERSTAND THAT EVEN IF PERFORMANCE HAS BEGUN OR THE WORK COMPLETED UNDER THE CONTRACT, SUCH PERFORMANCE SHALL NOT CONSTITUTE NEAVE LANDSCAPING, INC.'S AGREEMENT WITH OR AQUIESCENCE TO THE NEW OR MODIFIED TERM AND OWNER / CUSTOMER HEREBY KNOWINGLY WAIVES ANY RIGHT TO ARGUE OTHERWISE.

PLEASE SIGN BELOW TO ACCEPT NEAVE'S ATTACHED TERMS AND CONDITON

Mary Covucci Date: _____

Mario Colantuono Date: _____

Branch Manager
Neave Group Outdoor Solutions
Business Registration # 05384

New York Customers: Department of Consumer Affairs 1-800-697-1220
New Jersey Customers: Department of Consumer Affairs 1-800-242-5846

DUTCHESS LAWN³S

NGTONWWW.DUTCHESSLAWNS.COM

LAWNCAREPROPOSAL		
CUSTOMER INFORMATION		SERVICE ADDRESS
Town of Beekman Attn. Dani Plastini (845)-227-5783 recdirector@townofbeekmanny.us		29 Recreation Center Road, Hopewell Junction, NY 12533
PROPOSAL DATE:	3/20/2025	April 1, 2025 - November 30th, 2025
SCOPE OF WORK	<u>Lawn Maintenance:</u> <ul style="list-style-type: none">• Mow Lawn, single cut, on weekly basis• Trim edges and areas not reachable with mower around property• Pick up light branches and light debris from lawn as needed• Remove grass clippings off patio(s), walkway(s) and roadway(s)• Mowing of common areas and fields <u>Addresses:</u> <ol style="list-style-type: none">1. 71 Town Center Blvd, Hopewell Junction2. 29 Recreation Center Road, Hopewell Junction3. 11 Town Center Blvd, Hopewell Junction4. 4 Main Street, Poughquag5. 4 Main Street, Poughquag	
FREQUENCY	Lawn will be cut once a week, weather permitting. If inclement weather occurs on scheduled date of service, service will be scheduled for another date during the week. If inclement weather occurs for several days, service will continue the following scheduled service date.	

PRICING	PROJECT COST -	\$58,500.00
	TOTAL COST -	\$58,500.00
ACCEPTANCE	<p>The above price, specifications, and conditions are satisfactory and are hereby accepted. Dutchess Lawns is authorized to do the work specified in this proposal. Payment will be required as outlined in this proposal. Installation of the specified materials will be in accordance with standard industry practices, following all applicable federal, state and local regulations. Dutchess Lawns is not liable for yellowing or browning of lawn and/or overall health of lawn, unless stated. Dutchess Lawns is not liable for delays due to inclement weather. Dutchess Lawns is not liable for any unforeseen problems, issues, or additional costs that may occur beyond our direct control. Dutchess Lawns will not be held responsible for damage(s) to any/all unmarked objects. First payment is non-refundable, unless stated. This proposal will immediately convert to a binding contract upon customer's signature.</p> <p>I understand and agree to the above terms, as affirmed by my signature below.</p> <p>Customer Signature: Print Name: _____</p> <p style="text-align: center;">Signature: X Date: _____</p>	

Town of Beekman Landscape Maintenance 2025

- Early April through November 30th, weather permitting
- Mowing will occur weekly. Weekly exceptions will be made in cases of severe weather or for the health of the grass
- All clippings on driveway /roadways, patios and walkways will be blown clean at completion of each visit
- Grass will be cut to the proper seasonal height depending on weather conditions. All cut clippings will be recycled to prevent clumping upon each visit to obtain health of grass
- All curb and bed trimming will be maintained weekly to a neat and clean appearance

Areas included are:

Town Center Park – 71 Town Center Blvd. Hopewell Junction
Fields/Common areas -

Recreation Park - 29 Recreation Center Road, Hopewell Junction
Field Side

Beekman Library - 11 Town Center Blvd. Hopewell Junction

Remembrance Park – 4 Main Street, Poughquag

Town Hall – 4 Main Street, Poughquag

Secretary to the Town of Beekman Supervisor

From: Dani Plastini
Sent: Monday, March 24, 2025 1:47 PM
To: Mary Covucci; Secretary to the Town of Beekman Supervisor
Subject: FW: Town Of Beekman Lawn
Attachments: Town of Beekman Landscape Maintenance 2025.pdf

Dani Plastini
Recreation Director

**Town of Beekman
Recreation and Parks**
Home of Creekside Cove Mini-Golf

845-227-5783
Fax 845-227-9685

www.beekmanrec.com
<http://www.facebook.com/BeekmanRec>

Address: 29 Recreation Center Road, Hopewell Junction, NY 12533

The mission of the Town of Beekman Recreation & Parks Department is to provide recreational opportunities which will encourage a healthy and active lifestyle. We strive to promote lifelong leisure skills and to enhance the quality of life and sense of community for all residents of the Town of Beekman.

From: Dani Plastini
Sent: Tuesday, March 11, 2025 1:50 PM
To: negriinc@gmail.com
Subject: Town Of Beekman Lawn

Hi Bobby:

We would love for you to provide a quote for the lawn maintenance per attached. If you could have it to me by Thursday March 20th, I would appreciate.

Thank you

Dani Plastini
Recreation Director

**Town of Beekman
Recreation and Parks**
Home of Creekside Cove Mini-Golf

845-227-5783
Fax 845-227-9685

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Subject: FW: Town Of Beekman Lawn
Attachments: Town of Beekman Landscape Maintenance 2025.pdf

I called him on Monday 3/17 as I hadn't heard back from him, he stopped by and I gave him a copy. As he was standing here he looked in his spam and found email.

Dani Plastini
Recreation Director

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Subject: Town Of Beekman Lawn

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Thank you

Dani Plastini
Recreation Director

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To: Mary Covucci; Secretary to the Town of Beekman Supervisor
Subject: FW: Lawn Maintenance Town of Beekman
Attachments: Town of Beekman Landscape Maintenance 2025.pdf

Dani Plastini
Recreation Director

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From: Dani Plastini
Sent: Tuesday, March 11, 2025 1:49 PM
To: Mario@neavegroup.com
Subject: Lawn Maintenance Town of Beekman

Dear Mario:

Please provide a quote for the attached by Thursday March 20th.

Thank you

Dani Plastini
Recreation Director

Town of Beekman
Recreation and Parks
Home of Creekside Cove Mini-Golf

845-227-5783
Fax 845-227-9685

www.beekmanrec.com

Secretary to the Town of Beekman Supervisor

From: Dani Plastini
Sent: Monday, March 24, 2025 1:49 PM
To: Secretary to the Town of Beekman Supervisor; Mary Covucci
Subject: FW: Town of Beekman Lawn Maintenance
Attachments: Town of Beekman Landscape Maintenance 2025.pdf

Dani Plastini
Recreation Director

**Town of Beekman
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From: Dani Plastini
Sent: Tuesday, March 11, 2025 1:57 PM
To: dutchesslawns@gmail.com
Subject: Town of Beekman Lawn Maintenance

Dear Blake:

We would love for you to provide a quote for the lawn maintenance per attached. If you could have it to me by Thursday March 20th, I would appreciate.

Dani Plastini
Recreation Director

**Town of Beekman
Recreation and Parks**
Home of Creekside Cove Mini-Golf

845-227-5783
Fax 845-227-9685

www.beekmanrec.com

TOWN OF BEEKMAN - EMPLOYEE PAYROLL REPORT

Employee Name: CINDY PARAGGIO Department: Court
 Title: Court Clerk Employee Number: _____
 Hourly Wage: _____
 Comp Time: Accrued _____ Used _____ Comp Time Balance: _____

Week 1 Ending:

Day	Date	Time In	Time Out	TOTAL time	TOTAL V/P/S	Comp earned	Comp used
Sun	3/9						
Mon	3/10						
Tue	3/11	4:15	5:15	1			
Wed	3/12						
Thu	3/13	4:15	8:00	3:45	4.75		
Fri	3/14	4:15	6:00	1:45			
Sat	3/15						
Wkly Total				8:25	7.5		

Week 2 Ending:

Day	Date	Time In	Time Out	TOTAL time	TOTAL V/P/S	Comp earned	Comp used
Sun	3/16						
Mon	3/17						
Tue	3/18						
Wed	3/19	5:15	5:45	.5			
Thu	3/20	4:15	7:45	3.5			
Fri	3/21						
Sat	3/22						
Wkly Total				4			
Pay Period Totals				12:25	11.5		

This Pay period I used _____ vacation hours _____ sick hours _____ personal hours

- Please complete all information requested each payroll in order for the payroll clerk to input correct information and keep your records up to date
- To determine your eligible vacation, sick and personal hours, please refer to the Compensation Manual, the CSEA or the Teamster contract applicable
- To determine your eligible time sheets, and may result in disciplinary action up to and including dismissal

Department: Power
Employee Number: _____
Hourly Wage: _____
Comp Time Balance: _____

Employee Name: A. INDU PARAGLO

Title: Cont-Work

Comp Time: Accrued

Earned

Used

Week 1 Ending:

Week Ending:						
Day	Date	Time In	Time Out	TOTAL time	TOTAL V/P/S	Comp earned Comp used
Sun	3/23					
Mon	3/24					
Tue	3/25					
Wed	3/26	4:15pm	5:45pm	1.5		
Thu	3/27	4:15pm	9:30pm	5.25		
Fri	3/28					
Sat	3/29					
wkly Total				6.75		

Week 2 Ending:

Day	Date	Time In	Time Out	TOTAL time	TOTAL V/P/S	Comp earned	Comp used
Sun	3/30						
Mon	3/31						
Tue	4/1						
Wed	4/2						
Thu	4/3						
Fri	4/4						
Sat	4/5						
Wkly							
Total							
Pay Period Totals				6.75			

This Pay period I used _____ vacation hours _____ sick hours _____ personal hours

- Please complete all information requested each payroll in order for the payroll clerk to input correct information and keep your records up to date

- To determine your eligible vacation, sick and personal hours, please refer to the Compensation Manual, the CSEA or the Teamster contract applicable to you.



February 28, 2025

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

Phone: 845.724.5300 ext 225
e-mail: supervisor@townofbeekmanny.us

Re: Architectural Design Services
Highway Garage Building
Garage Doors

Dear Ms. Covucci:

Thank you for giving us the opportunity to provide architectural services. As per our meeting the other day, the following proposal will delineate our services.

1.0 PROJECT DESCRIPTION

Every successful project starts with a clear identification of the project requirements and priorities. Based on our discussion, we have identified the following key items to be addressed in this project:

1. Meeting to review project's requirements.
2. Review scope of work and schedule with client.
3. Review existing conditions and prepare report of existing doors & jambs conditions.
4. Prepare plans and details for door replacement.
5. Provide details as needed for doors to be repaired in place.
6. Design track mounted door openers.
7. Adjust concrete slab to drain towards doors and provide details for drain at each bay.
8. Design oil separator for garage floor drains.
9. Drainage system to collect floor drains as needed.
10. Electrical engineer to review existing electrical system conditions to verify system can handle proposed door openers.

7 Robert Road
Office / Cell No. 845.489.1638
Email mike@bertaarchitects.com

Poughkeepsie, New York 12603
Fax No. 845.483.9887
Web Site www.bertaarchitects.com

2.0 SCOPE OF SERVICES

A. Schematic Design Phase

Programming is the process of identifying and organizing essential information about your firm and how it relates to your facility. The Architect shall provide two (2) meetings to collect data about your requirements.

The Architect shall provide an initial presentation and two (2) minor revisions. Additional revisions and / or presentations beyond the above shall be considered Additional Services.

The architect shall provide schematic drawings that will be reviewed and approved.

B. Design Development Phase

The architect in the Design Development Phase of the project shall develop additional details to fix and describe the character of the project. For example, interior spaces that require special design features and treatment or upgrades shall be incorporated into the Design Development Drawings.

C. Contract Documents Phase

Based on the approved conceptual design documents and further adjustments in the scope and the budget for the project, *the architect* shall prepare construction documentation consisting of drawings and specifications that will be suitable for filing with the Building Department and for construction by a qualified General Contractor.

Documents shall include, but not be limited to:

- An Architectural Floor Plan delineating the proposed floor layouts, construction notes, and the cross reference of details and sections on subsequent drawings.
- Details / Sections / Schedules & Notes communicate, in detail different aspects of the design relating to construction and/or code related issues. These details are essential in conveying the design concept to the trades on the site and to the Building Department.
- General conditions and specifications.
- Consultation to review working drawings with owner.
-

Services not included:

- Mechanical, Electrical (other than for door openers) and Plumbing engineering (MEP).
- Structural Engineer Note: special engineering i.e. Seismic design, special footing design and special wind load design
- Fire suppression (sprinkler).
- Manual J or S energy studies.
- Slab scanning and testing.
- Test borings and special foundation engineering.
- Fire alarm design.
- Any major design features are not stated in description above.

The following services are optional and not included in the proposed fee.

D. Bid Negotiation and Selection of Contractors

The architect shall assist in assembling, distributing, and evaluating the entire bid package which includes:

- Aid in distribution of bidding documents to prospective bidders, owner to prepare RFP.
- Organizing and conducting a pre - bid conference.
- Responding to questions from prospective bidders and providing clarifications in the form of an addendum.
- Aid in the opening of bids, and documenting and distributing the bidding results, as directed by the owner.
- Assist with the evaluation of the bids.
- Assist with the awarding of the contract.

E. Construction Contract Administration

The architect shall visit the site biweekly to monitor the progress of the work at regular intervals to determine whether the work is in accordance with the construction documents and shall recommend rejection of the work that is not.

If required, the architect shall verify the contractor's requests for payment and will generally keep the owner informed of the status of the project and will guard against deficiencies in the work.

The architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and samples (supplemental drawings will be billed at hourly rates), prepare a "punch list" of work to be corrected and review the corrective work to completion.

The architect shall review the status of construction to determine the dates of substantial completion and completion.

COMPENSATION

Verify Existing Conditions and prepare report.	\$3,000.00
Contract Document Phase	\$9,950.00
Contract Documents (Architecture ONLY)	
Total for Design Services	\$12,950.00
<u>Optional Services not included in base contract.</u>	
Bid and Negotiation	Hourly Rates
Evaluation of Bids	
Attend ZBA, ARB or Planning Bd Meeting (Mailings will be completed at hourly rates).	\$ 675.00 per meeting.
Meeting with Building Inspector or other Town departments.	\$ 650.00
Construction Contract Administration Not listed above	Hourly Rates
Inspection & Reports as required.	\$ 675.00 per
Interior Design Work	Hourly Rates

Fees / Payments

The Owner shall compensate the Architect as follows:

An Initial Payment of \$ 2,500.00 Dollars shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

Payments On Account for Services Rendered:

Progress payments, additional services and reimbursable expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

If the project should end before completion, Architect shall be paid for the work completed within each phase as indicated below.

Please review the Project Description, Scope of Services, Compensation and the attached *Standard Terms and Conditions*. Please call me if you have any questions. We look forward to working with you soon.

Sincerely,
Michael R. Berta, AIA Architecture & Planning

A handwritten signature in black ink, appearing to read "Michael R. Berta", with a long horizontal flourish extending to the right.

Michael R. Berta, AIA
President

Approved By: _____
Ms. Mary Covucci, Town Supervisor Date _____

1. Attachment: Standard Terms and Conditions (6 pages)



1. ENTIRE AGREEMENT

This Agreement is the offer of MICHAEL R. BERTA, AIA ARCHITECTURE & PLANNING, (hereinafter referred to as "The Architect"), to perform the consulting services described in the attached Scope of Services. Acceptance by the Client is strictly limited to these Terms and Conditions which when acknowledged in writing, is authorization to proceed. Client is defined as the person or business entity signing the Agreement authorizing The Architect to proceed.

This Agreement supersedes all prior written proposals and / or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

This proposal is valid for 30 (Thirty) days from the date above and shall remain valid for 1 (one) year from the date of signing and is subject to change or cancellation one year from date of this proposal. Client has a three (3) day right of refusal after signing of contract, after three (3) days contract will be considered executed.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or in the Terms and Conditions, The Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation, and supervision to perform all tasks listed in the Scope of Services and in accordance with the target schedules.

3. COMPENSATION

Fee. The Scope of Services describes the tasks, phases, and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payment is due thirty (30) days from the date of invoice.

Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1 1/2% per month or a flat rate of \$75.00.

Payments Withheld. No deductions shall be made from The Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the cost of changes in the contractor's services other than those which The Architect is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) business days written notice to the owner, suspend services under this Agreement until the architect is paid in full all amounts due for services, expenses, and other related charges incurred up to that point.

Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the architect as a direct or indirect result of such suspension.

Cost Estimates. The Architect and its consultants do not warrant, guarantee, or certify the construction cost for the project or any part of the project.

Engineering. Based upon the needs of the Client, engineering services may be required for air conditioning, electrical and fire alarm design, fire suppression, and plumbing. No engineering services are included in this Agreement unless stated otherwise in the Scope of Services.

If Engineering is incorporated into the Scope of Services and it has been determined that the Engineer (or consultant) has made an error or omission, the client shall seek legal remedy from the Engineer (or consultant) directly without participation by The Architect in any proceeding related to the Consultant's services.

Redesign to meet Project Budget Costs or major changes required by client. The Architect shall not be liable to redesign to meet the project budget costs unless this is a pre-condition to the Agreement and the Architect has agreed to the Project Budget Costs.

Additional Services. The Architect can provide additional services beyond those listed in the Scope of Services by a negotiated sum or on an hourly basis. Our hourly rates are as follows:

Principal: \$ 275 per hr.
Project Architect or Interior Designer: \$ 175 per hr.
Project Manager: \$ 200 per hr.
Assistant Architect /Draftsperson: \$ 125 per hr.
Field Measuring / Existing Conditions: \$105 per hr.

Hourly rates specified above are valid for one (1) year from the date listed on the Scope of Services and shall be increased five percent (5%) on the first day of each subsequent year to reflect market conditions, employee benefits and salary compensation.

Reimbursable. Reimbursable items shall include printing and reproductions, photographic services, long distant telephone calls, express mail, messenger or courier service, or other project related out-of- pocket expenses. Customary reimbursable costs are as follows:

Large format print: \$ 075 per sf
Photocopies: \$ 0.20 per page
Courier Services: Cost plus 10%
Mileage: \$ 0.57 per mile
Conversion of paper plans to AutoCAD files: Cost plus 10%
Color renderings: Cost plus 20%

Additional Consultant requested to be coordinated: Cost plus 20%

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and The Architect in writing prior to proceeding. The following are additional services that are not specified above and are considered beyond the basic scope of services.

Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the architect shall invoice the client as per the signed proposal agreement. The Architect shall not be required to file drawings with the Building Department or pay any municipal fees.

Client's Consultants. If the Client engages an outside consultant(s) to interact with The Architect, the time spent coordinating issues or concerns with the Client's Consultant(s) shall be considered an Additional Service.

5. CLIENT'S RESPONSIBILITIES

Base Building Drawings or Surveys. Unless otherwise specified Base Building Drawings or Surveys are not included in the Scope of Services. The Architect shall assume that the Base Building Drawings and Surveys, if required, shall be readily available.

The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others.

Project Representative. The Client shall designate and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). If the Client replaces or selects a new Project Representative, anytime spent by The Architect to bring the new Project Representative current shall represent Additional Services.

Client's Consultants. If the Client engages an outside consultant(s) to interact with The Architect, the time spent coordinating issues or concerns with the Client's Consultant(s) shall be considered an Additional Service

Selection of a Qualified Contractor. The Client shall select a qualified contractor with a minimum of three years of construction experience in work similar in nature to the Project Description in the immediate vicinity. The contractor shall provide several references as mutually agreed upon by the Client and The Architect.

6. SCHEDULE

The Architect shall commence work on this project within reasonable amount of time after the authorization to proceed. Immediately upon commencement a meeting with the client, both parties shall redefine and coordinate the Scope of Services and compile a mutually acceptable schedule for the delivery of this project.

Professional fees developed for this project shall be based on this schedule.

Modifications such as accelerated schedules, project delays or extensions which are not under control of The Architect are subject to an increase to our compensation.

7. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by The Architect pursuant to this Agreement are instruments of The Architect professional service, and The Architect shall retain an ownership and property interest therein.

The Architect grants Client a license to use instruments of The Architects professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without The Architect written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold the Architect harmless from all claims, Damages, and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through Client.

8. PUBLICITY

The Architect and its consultants shall have the right to photograph the project and to use the photographs in the promotion of its professional practices through advertising, public relations, brochures, or other marketing material.

9. INSURANCE, INDEMNITY & LIMITATIONS

Insurance. The Architect shall maintain continuous General Liability and Professional Liability Insurance throughout the period of this agreement. Certificates of insurance are available on request.

The Client shall require the contractor to name The Architect as an Additional Insured on the contractor insurance policy.

For any damage because error, omission or other professional negligence, the Architect's liability shall be limited to the amount of available insurance on his policy.

The expense of additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the client in excess of the standard coverage of The Architect and its consultants shall be borne by the client. Architect carries one (1) million dollars in E & O coverage.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, removal, testing and / or certification of removal relative to any hazardous substance including, but not limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead paint, lead piping, and similar substances.

The Architect and the Client acknowledge that the Scope of Services does not include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent, or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

Proposal Validity. This proposal shall remain in effect for six (6) months from the date listed on the Scope of Services. After this date, The Architect shall be afforded the opportunity to reevaluate the fee to determine if the fee at a later day of execution is appropriate.

Method and Means of Construction. The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The contractor is responsible for the storage and protection of materials brought to the site. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

10. STANDARD OF PRACTICE

Services performed by The Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executor, administrators, and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and if not resolved then shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Dutchess County New York.

12. MISCELLANEOUS PROVISIONS

Termination: Either party may elect to terminate this Agreement with not less than seven (7) day notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The client shall hold the firm of The Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if The Architect has been terminated prior to the Construction Administration portion or phase of the work.

We agree to all the above stated conditions, In the event this project or agreement is cancelled by us prior to the completion of the preliminary or after start of the construction documents, we agree to compensate Michael R. Berta for all actual time spent at the hourly rate of \$225.00 per hour (less any money already paid).

This proposal is valid for 30 (Thirty) days from the date above and shall remain valid for 1 (one) year from the date of signing and is subject to change or cancellation one year from date of this proposal. Client has a three (3) day right of refusal after signing of contract, after three (3) days contract will be considered executed.

All legal fees arising in connection with the planning and or construction of the project are to be paid by the Client.

Client is responsible for providing a current and up to date survey of the property if necessary. Survey must show all buildings, easements, property lines & any other site conditions that may be needed. Client is to provide current zoning data for your property, including all building setbacks. Architect takes no responsibility for any or incorrect information provided by owner.

All letters for the Building Department and changes to the plans required by the Building Department during the construction phase because of changes made in the field/deviations from the plan will be as per rates described in schedule.

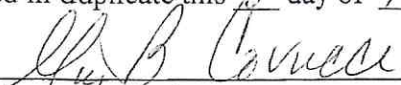
AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

AGREEMENT between the Town Superintendent 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 the 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 **\$450,000.00** shall be set aside to be expended for primary and general work / 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 the renewals thereof
2. PERMANENT IMPROVEMENTS: The following sums totaling **\$468,550.00** shall be set aside to be expended for the permanent improvement of Town Highways:
 - (a) On the road commencing on Gardner Hollow Rd starting west of Sterling Dr. and leading up **Gardner Hollow Rd.** a distance of **0.82** miles, there shall be expended not over the sum of **\$136,350.00** for Blacktop and Drainage Width of traveled surface 24 Feet
 - (b) On the road commencing at the intersection of CR 9 and **Furnace Rd** leading up to Dorn Road. a distance of **0.34** miles, there shall be expended not over the sum of **\$48,500.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (c) On the road commencing at the intersection of CR 9 leading **west on Dorn Road** a distance of **0.64** miles, there shall be expended not over the sum of **\$83,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (d) On the road commencing at the intersection of Van Scoy Rd leading south on **Roosevelt Dr.** a distance of **0.72** miles, there shall be expended not over the sum of **\$98,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
 - (e) On the road commencing at the intersection of Lee Ln leading south on **Bowe Ln. into Harden Dr.** ending at the east end of Lee Ln a distance of **0.67** miles, there shall be expended not over the sum of **\$102,300.00** for Blacktop and Drainage Width of traveled surface 22 Feet

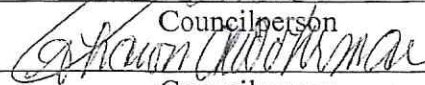
Executed in duplicate this 8 day of April, 2025



Supervisor



Councilperson



Councilperson


County Superintendent of Highways



Councilperson



Councilperson



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 of Highways. Both copies must be approved by the County Superintendent of Highways. One copy must be filed in the Town Clerk's office and one in the County Superintendent of Highway's Office. *COPIES DO NOT TO HAVE TO BE FILED IN ALBANY.*