

TOWN OF BEEKMAN TOWN BOARD MEETING
Minutes for Wednesday December 11, 2024

The Town of Beekman Board met for their regularly scheduled meeting on Wednesday December 11th, 2024. The meeting was called to order by Supervisor Covucci at 6:00PM. The following members were present: Councilman Battaglini, Councilman Lemak, and Councilwoman Wohrman.

Also present were the Town Clerk - Laureen Abbatantuono and Town of Beekman Attorney, Craig Wallace.

Supervisor Covucci led the Pledge of Allegiance, and pointed out the emergency exits. A moment of silence was called for all those who have served our Country and continue to serve.

Supervisor Covucci went through the Agenda items:

Written Comments on Agenda items: NONE

Public Comment on Agenda items: Bill Crane, 254 Gardner Hollow Rd made comments and offered additional suggestions on the playground equipment and all the park renovations to make things ADA compliant.

Resolutions were read by the Town Board members:

Public Comments: Doug DeMasi, questioned checks that were given to Greg Brown in 2016

Supervisor Covucci made a motion at 6:25PM to go into Executive Session to discuss a medical, financial, credit or employment history of a particular person or Corporation relating to the appointment, promotion, demotion, discipline or removal of an individual. Seconded by Councilman Lemak, All in Favor, AYE. Supervisor Covucci made a motion at 7:00PM to come back from Executive Session, Seconded by Councilwoman Wohrman, All in Favor, AYE. No Action was taken at this time.

Respectfully Submitted by Town Clerk
Laureen Abbatantuono
16th December, 2024

Respectfully Submitted by
Town Clerk

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
DECEMBER 11, 2024**

6:00 PM

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

Report

TOWN BOARD MEETING

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

RESOLUTIONS

1. Accept December 2, 2024 Minutes
 2. Approve Disposal of Obsolete Computer Equipment
 3. Revise Funding for Town Salt Shed
 4. Accept Budget Revision 2024-11
 5. Approve Contract for Animal Control Officer for 2025
 6. Approve Salaries for the Beekman Recreation Seasonal STAFF
 7. Approve Pay App #2 for Swim Pond Weir
 8. Purchase of ADA Toddler Playground at TCP
 9. Approve Repairs for the Large Playground at TCP
 10. Increase the Funding for Doherty Park Improvement Capital Project
 11. Approve Relocation and Improvement of Doherty Park Road
 12. Revise the Funding for Town Center Improvement Capital Project
 13. Revising Close Out of Gardner Hollow Road Bridge Capital Project
 14. Payment of Claims
- Other Town Board Business
 - General Board Comments
 - Public Comments – (3 Minutes limit)
 - **Next Regular Town Board Meeting: Tuesday December 17, 2024 at 6:00 PM**

Executive Session

ADJOURN

RESOLUTION NO. 12:11:24-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the December 2, 2024 Special Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the December 2, 2024 Special Town Board Meeting.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: December 11, 2024

ESOLUTION NO. 12:11:24-2
RE: APPROVE DISPOSAL OF OBSOLETE COMPUTER EQUIPMENT

WHEREAS, various pieces of office equipment have been replaced in Town Hall and the Recreation Office and the obsolete office equipment is no longer of any use to the Town and needs to be disposed of; and

WHEREAS, the Town follows the Security Policy passed on 9:17:2014;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to dispose of the Equipment, once scrubbed, in a manner that is environmentally safe.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-3
RE: REVISING THE CAPITAL PROJECT FUNDING FOR THE TOWN SALT SHED
REPAIRS

WHEREAS, the Town Board approved the Creation of the Capital Project for the Salt Shed Improvements by Resolution No. 10:22:24-6, and

WHEREAS, the Town and County are finalizing a joint agreement for the improvements and maintenance of the building, and

WHEREAS, the Town has received new estimates from the County for the Improvements and other expenses,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman increases the Town's funding for the Salt Shed Improvement Capital Project to \$262,500 with a Transfer In from the General Fund.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-4

RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-11

WHEREAS, the Town of Beekman Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues;

NOW, therefore be it resolved that the following itemized revisions are approved by the Town of Beekman Town Board for 2024 identified as Budget Revision Number 2024-11.

Budget Revisions for November 2024 # 2024-11

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2024-11-01	A-1220-0112	Supervisor P.T. Staff	20,503	
	A-1410-0101	Town Clerk Staff -Transfer for Senior Clerk		20,503
2024-11-02	A-1430-0107	Finance Other Labor	4,072	
	A-1330-0101	Tax Other Labor -Transfer for Senior Clerk		4,072
2024-11-03	A-1430-0490	Payroll Expense	1,000	
	A-1315-0490	Payroll Services -Transfer for Payroll Expense		1,000
2024-11-04	A-1410-0112	Town Clerk P.T. Labor	991	
	A-1010-0107	Town Board Reserve Labor -Transfer for P.T. Clerk		991
2024-11-05	A-1440-0400	Engineering Expense	16,044	
	A-9010-0800	Retirement Expense -Transfer for Engineering		16,044
2024-11-06	A-1910-0450	Insurance Admin Fee	2,000	
	A-1620-0250	Special Imp. Expense -Transfer for Extra Admin Fee		2,000
2024-11-07	A-1980-0400	MTA Tax	783	
	A-1989-0400	Other Expenses		783

-Transfer for Tax

General Fund continued

2024-11-08	A-5182-0400	Street Lighting	1,000	
	A-5132-0418	Garage Repairs		1,000
		-Transfer for Lighting Expense		
2024-11-09	A-6772-0411	Senior Program Expense	208	
	A-6772-0415	Senior Picnic		208
		-Transfer for Expenses		
2024-11-10	A-7110-0494	Park Mowing Expense	3,277	
	A-7140-0116	Playground Seasonal Staff		3,277
		-Transfer for Mowing Expenses		
2024-11-11	A-7111-0401	Rec Center Park Supplies	916	
	A-7111-0460	Rec Center Park Rentals	307	
	A-7140-0116	Playground Seasonal Staff		1,223
		-Transfer for Park Expenses		
2024-11-12	A-7112-0400	Town Center Expense	242	
	A-7112-0401	Town Center Supplies	768	
	A-7112-0460	Town Center Rentals	490	
	A-7112-0200	Town Center Improvements		1,000
	A-7112-0420	Town Center Utilities		500
		-Transfer for Park Expenses		
2024-11-13	A-7113-0420	Doherty Park Utilities	161	
	A-7113-0460	Doherty Park Rentals	730	
	A-7114-0400	Beyer Park Expense	390	
	A-7180-0411	Lake Chemicals		1,281
		-Transfer for Park Expenses		
2024-11-14	A-7118-0200	Remembrance Park Improvements	4,162	
	A-7180-0411	Lake Chemicals		4,162
		-Transfer for Park Expenses		
2024-11-15	A-8010-0470	Zoning Board Consulting	475	
	A-8020-0450	Planning Board Meetings	125	
	A-8140-0400	MS4 Expenses		600
		-Transfer for Expenses		
2024-11-16	A-9060-0801	Medical Insurance Deductibles	10,000	

A-9060-0800	Medical Insurance	10,000	
	-Transfer for MVP Deductibles		

General Fund continued

2024-11-17	A-9950-0900	Transfer to Capital Fund	100,000	
	A-0000-9912	Capital Use Fund	100,000	
		-Transfer for Town Hall Project		
2024-11-18	A-0000-4089	Federal Aid	50,000	
	A-0000-9912	Capital Use Funds		50,000
		-Revise Funding for Pond Imp. Project		

Highway Fund

2024-11-19	DA-5110-0103	General Repair Overtime	3,659	
	DA-9010-0800	Retirement Expense		3,659
		-Transfer for Overtime		
2024-11-20	DA-5110-0403	Repairs Stone	3,032	
	DA-5110-0410	Repairs Blacktop	1,968	
	DA-5110-0413	Repairs Pipe		5,000
		-Transfer for Vendor Expenses		

Special District Funds

2024-11-21	SS-8189-0420	Utilities Expense	314	
	SS-8189-0400	Sewer Repairs		314
		-Transfer for Utilities		
2024-11-22	SW-8340-0400	System Repairs	1,074	
	SW-8340-0440	Engineering Expenses	926	
	SW-8340-0470	Special Repairs		2,000
		-Transfer for Engineering & Repairs		
2024-11-23	SS-8189-0450	Contract O&M	675	
	SS-8189-0400	System Repairs		675
	SW-8340-0480	Other Expenses	219	
	SW-8340-0450	Contract O&M		219
		-Adjust O&M Budgets		

Capital Fund

2024-11-24	H-1620-0200	Town Hall Improvements	90,000
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	H-1620-0400	Project Expenses	500	
	H-1620-0440	Project Engineering	3,000	
	H-1620-0470	Consulting Services	6,500	
	H-0000-5030	Transfer In	100,000	
		-Record New Project - Town Hall Imp.		
2024-11-25	H-1622-0400	Generator Expense	140	
	H-1622-0440	Generator Engineering	860	
	H-1622-0200	Generator Equipment		1,000
		-Transfer for Project Expenses		
2024-11-26	H-0000-3097	General Gov't Aid	50,000	
	H-0000-5030	Transfer In		50,000
		-Record Grant Funding/Weir Project 7197		

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-5
RE: APPROVE SHARED SERVICE CONTRACT FOR ANIMAL CONTROL OFFICER FOR
THE YEAR 2025

WHEREAS, the Town of Beekman is required, pursuant to the New York State Agricultural and Markets law, to employ an animal control officer; and

WHEREAS, in the absence of an animal control officer, the Town is permitted to contract for the required services; and

WHEREAS, the Dutchess County SPCA no longer offers this service; and

WHEREAS, in order to comply with the Agricultural and Markets Law, the Town would like to renew its Municipal Cooperation Agreement Animal Control Officer with the Towns of LaGrange, Hyde Park, Beekman, Pleasant Valley, Poughkeepsie and Clinton for Animal Control Services for the calendar year 2025;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman approves and consents to the contracting of animal control services thru the Municipal Cooperation Agreement Animal Control Officer and authorizes the Supervisor to sign the agreement for this service for the calendar year 2025 in form and substance as attached hereto and made a part hereof.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-6
RE: APPROVE SALARIES FOR SEASONAL RECREATION STAFF

WHEREAS, the Town Board is authorized to set salaries and wages;

NOW, THEREFORE, BE IT RESOLVED, that the wage rates be set for the Seasonal Recreational Staff for the year 2025 in the range of (\$15.50 -\$22.00) per hour as per the attached schedule of positions.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-7
RE: APPROVE PAY APP #2 BEEKMAN SWIM POND PERMANENT WEIR PROJECT

WHEREAS, the Town Engineer is in receipt of a certificate of payment #2 request package dated November 8, 2024 from Kingston Equipment Rental, Inc. requesting Pay App #2 in the amount of \$204,087.52 less 1.5% retainage (\$3,061.32) for a total of \$7,143.06 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet covering the period September 26, 2024 through November 8, 2024, and

WHEREAS, the Town Engineer has reviewed the request and agrees with the quantity of work completed per the continuation sheet; and

WHEREAS, the Town Engineer recommends that the invoice be paid,

NOW, THEREFORE, BE IT RESOLVED that the Town of Beekman Town Board authorizes the payment of Pay App #2 to Kingston Equipment Rental, Inc. in an amount not to exceed \$7,143.06.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-8
RE: APPROVE PURCHASE OF ADA PLAYGROUND AT TCP

WHEREAS, the toddler playground at TCP is in need of replacement to be fully ADA compliant, and

WHEREAS, a quote was received under Sourcewell contract #010521-LTS from Miracle Recreation Equip. Co. for the removal and disposal of the old playground, the installation of the new playground and the resurfacing of the area under the playground to be ADA compliant, and

WHEREAS, the work will commence in the spring of 2025,

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is authorized to sign the quote from Miracle Recreation Equip. Co in an amount not to exceed \$180,507.17 for the ADA Playground at TCP.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-9
RE: APPROVE REPAIRS FOR LARGE PLAYGROUND AT TCP

WHEREAS, the large playground at TCP is in need of some repairs, and

WHEREAS, a quote was received from Miracle Recreation Equip. Co. for the repairs to the large playground to include the removal and installation of the identified pieces of equipment, and

WHEREAS, the work will commence in the spring of 2025,

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is authorized to sign the agreement with Miracle Recreation Equip. Co in an amount not to exceed \$8,770.90 for the large playground repairs.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-10
RE: RESOLUTION INCREASING THE FUNDING FOR THE DOHERTY PARK
IMPROVEMENT CAPITAL PROJECT FUND

WHEREAS, the Town of Beekman Town Board previously in Resolution 10:08:24-6, approved the funding for Doherty Park Improvement Capital Project Fund; and

WHEREAS, the Town wants to increase the Funding for the Capital Project Fund to complete the Park Entrance Road Improvement,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Beekman hereby increases the transfer in to \$300,000 from the General Fund.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-11
RE: APPROVE RELOCATION AND IMPROVEMENT OF DOHERTY PARK ROAD

WHEREAS, the recent survey that was conducted of Doherty Park property shows that the travel ways within the park are too close to the property line in some areas; and

WHEREAS, the Town Recreation Director solicited proposals as part of the New York State Office of General Services (OGS) piggybacking process for certain improvements to the travel ways within Doherty Park, and

WHEREAS, the Town Engineer has noted that the travel ways within the site are deficient in terms of width and surfacing and

WHEREAS, there is also drainage work that should be analyzed prior to this work taking place, and

WHEREAS, a quote was received from Callanan Industries, Inc. under NYSOGS Contract Group #31502 for the relocation and resurfacing of the road,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the contract with Callanan Industries, Inc. in an amount not to exceed \$252,162.50 with the funding agreed upon above.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-12
RE: RESOLUTION REDUCING THE FUNDING FOR THE TOWN CENTER PARK
IMPROVEMENT CAPITAL PROJECT FUND

WHEREAS, the Town Board of the Town of Beekman previously authorized the funding for the Town Center Park Improvements in Resolution 10:08:24-9; and

WHEREAS, the Town estimates that funding for the Capital Project can be reduced;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Beekman reduces the funding for the Town Center Park improvements Capital Project Fund for Playground Equipment and other Improvement to \$200,000 transfer in from the General Fund.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-13
RE: RESOLUTION REVISING THE CLOSE OUT OF GARDNER HOLLOW ROAD
BRIDGE CAPITAL PROJECT FUND

WHEREAS, the Town of Beekman authorized the close of the Gardner Hollow Road Bridge Project in Resolution 04:23:24-4; and

WHEREAS, the following Capital Project was determined to be complete and closed approving the revised disposition of the unexpended project funds

<u>Capital Project Improvement Description</u>	<u>Project Budget</u>	<u>Final Expenses</u>	<u>Unexpended Balance</u>	<u>Disposition of Unexpended Balance</u>
Gardner Hollow Rd. Bridge	\$972,493	\$899,493	\$73,000	Return to Highway Fund \$70,050 General Fund \$2,950

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Beekman Officially approves the closing of the above Capital Project with the Unexpended Funds returned to the Highway and General Funds.

Introduced: COUNCILMAN BATTAGLINI
Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: December 11, 2024

RESOLUTION NO. 12:11:24-14
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	\$ 46,461.19
Claims to be paid from the DA-Highway Fund	\$ 83,071.48
Claims to be paid from the SS – Dover Ridge Sewer	\$ 4,194.87
Claims to be paid from the SW – Dover Ridge Water	\$ 16,441.68
Claims to be paid from the T-Trust Fund	\$ 8,817.99
Claims to be paid from the H-Capital Fund	\$ 65,066.00
	<u>\$ 224,053.21</u>

11/21/2024 Payroll #24

General Fund	\$ 35,626.61
Highway Fund	\$ 23,228.20
	<u>\$ 58,854.81</u>

12/05/2024 Payroll #25

General Fund	\$ 35,144.53
Highway Fund	\$ 27,907.68
	<u>\$ 63,052.21</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: December 11, 2024

MUNICIPAL COOPERATION AGREEMENT
ANIMAL CONTROL OFFICER

TOWN OF LAGRANGE
TOWN OF HYDE PARK
TOWN OF BEEKMAN
TOWN OF PLEASANT VALLEY
TOWN OF POUGHKEEPSIE
TOWN OF CLINTON

THIS AGREEMENT made the ____ day of _____, 2024, by and between the (1) Town of Lagrange, a municipal corporation, having its principal place of business at 120 Stringham Road, Lagrangeville, NY 12540 (hereinafter "Lagrange"), the Town of Hyde Park, a municipal corporation, having its principal place of business at 4383 Albany Post Road, Hyde Park, NY 12538 (hereinafter "Hyde Park"); the Town of Beekman, a municipal corporation, having its principal place of business at 4 Main Street, Poughquag, NY 12570 (hereinafter "Beekman"); the Town of Pleasant Valley, a municipal corporation, having its principal place of business at 1554 Main Street, Pleasant Valley, NY 12569 (hereinafter "Pleasant Valley") ; the Town of Poughkeepsie, a municipal corporation, having its principal place of business at One Overocker Road, Poughkeepsie, NY 12603 (hereinafter "Poughkeepsie"); the Town of Clinton a municipal corporation, having its principal place of business at 1215 Centre Road, Rhinebeck, NY 12572 (hereinafter "Clinton") and

WHEREAS, these six municipalities are empowered, pursuant to General Municipal Law Section 119-o, to enter into a municipal cooperative agreement with respect to sharing personnel including an Animal Control Officer ("ACO"); and

WHEREAS, it is the intention of the parties to create a shared ACO position between the five Towns on a basis which has been agreed to and is satisfactory to the Boards;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That Lagrange will employ a full-time ACO in its employment to be paid a salary of

\$50,000 ~~51,500~~. The position will be salaried to reflect the varying hours necessary such as the need to attend Court outside of typical working hours. Said ACO shall devote his/her time to each Town as needed. As an employee of Lagrange, the ACO shall be subject to its terms and conditions of employment. However, while on business for the other five (5) Towns, the ACO shall report to its Supervisor and follow its policies to the extent that they do not conflict with his/her terms and conditions of employment.

2. That the ACO will be provided with a vehicle provided by LaGrange and necessary maintenance and repair expenses will be shared among all Towns pursuant to their respective shares as set forth in paragraph 6 below.

3. All parties agree to work and be as flexible as possible with respect to the scheduling of the ACO so as to fulfill the needs of all communities with respect to this position.

4. That the parties agree that this agreement will be ~~for the remainder of 2024~~ effective January 1, 2025 for the calendar year; and thereafter, assessed with the intent to renew for a period of one year, and shall automatically renew unless 30 days prior to the expiration of any year, any party gives written notice to the other five (5) parties of its desire to terminate the agreement. Upon termination, the agreement will be of no force and effect.

5. It is agreed that the Town Comptroller of Lagrange shall remit a bill to the other Towns on a monthly basis with respect to reimbursement of the costs and expenses for Town's share of the ACO and payment of said bill shall be paid to LaGrange within 45 days of its receipt of said statement.

6. That the Towns specifically agree that all salary, benefits, and any other costs, including Social Security tax, Medicare tax, health insurance, dental insurance and any other benefits provided to the ACO shall be divided between the parties based upon its population according to the 2020 Census and call volume as established by the ACO call log from January to November of the year preceding renewal. The total call volume (as of November 26, 2024)

and population for all six (6) Towns is ~~110,475~~ reflected in Exhibit A:

- ~~g. LaGrange: 15,975 representing 14.46% of the total population.~~
- ~~h. Hyde Park: 21,021 representing 19.03% of the total population.~~
- ~~i. Beekman: 14,172 representing 12.83% of the total population.~~
- ~~j. Pleasant Valley: 9,799 representing 8.87% of the total population.~~
- ~~k. Poughkeepsie: 45,471 representing 41.16% of the total population.~~
- ~~l. Clinton: 4,037 representing 3.65% of the total population.~~

~~13.7.~~ Overtime shall be paid by the municipality that incurs such overtime. Leave time shall be equally distributed pursuant to each Town's pro rata share.

~~14.8.~~ This position is an exempt position in the Town.

IN WITNESS HEREOF, the parties have hereunto set their hands and seal on the date above written. By signing below, each Supervisor represents that they have obtained a resolution of the Town Board agreeing to the terms of this Agreement.

TOWN OF LAGRANGE

By: _____
Alan Bell, Supervisor

TOWN OF HYDE PARK

By: _____
Alfred Torreggiani, Supervisor

TOWN OF BEEKMAN

By: _____

Mary B. Covucci, Supervisor

TOWN OF PLEASANT VALLEY

By: _____
Mary Albrecht, Supervisor

TOWN OF POUGHKEEPSIE

By: _____
Rebecca Edwards, Supervisor

TOWN OF CLINTON

By: _____
Mike Whitton, Supervisor

EXHIBIT A

<u>11/26/2024</u>	<u>Call Count</u>			<u>Population</u>		<u>50% Call Count / 50% Population - (2020 Census)</u>
	<u>LaGrange</u>	<u>40</u>	<u>18.02%</u>	<u>15,975</u>	<u>14.46%</u>	<u>16.24%</u>
	<u>Poughkeepsie</u>	<u>81</u>	<u>36.49%</u>	<u>45,471</u>	<u>41.16%</u>	<u>38.82%</u>
	<u>Hyde Park</u>	<u>54</u>	<u>24.32%</u>	<u>21,021</u>	<u>19.03%</u>	<u>21.68%</u>
	<u>Pleasant Valley</u>	<u>25</u>	<u>11.26%</u>	<u>9,799</u>	<u>8.87%</u>	<u>10.07%</u>
	<u>Beekman</u>	<u>14</u>	<u>6.31%</u>	<u>14,172</u>	<u>12.83%</u>	<u>9.57%</u>
	<u>Clinton</u>	<u>8</u>	<u>3.60%</u>	<u>4,037</u>	<u>3.65%</u>	<u>3.63%</u>
	<u>TOTAL</u>	<u>222</u>	<u>100.00%</u>	<u>110,475</u>	<u>100.00%</u>	<u>100%</u>



*Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508
Phone: 845-440-6926
www.HudsonLandDesign.com*

December 9, 2024

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

Re: Swim Pond Stone Weir Improvements (RFP: 2024-0415-1)
Contractor Request for Payment #2

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Application and Certificate for **Payment #2** dated November 8, 2024 from Kingston Equipment Rental, Inc. requesting payment in the amount of \$204,087.52 less 1.5% retainage (\$3,061.32) less previous payment of \$193,883.14 for a total of \$7,143.06 (see attached). The contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period September 26, 2024 through November 8, 2024. HLD has reviewed the request and agrees with the quantity of work completed per the continuation sheet. In summary, the requested payment is a reasonable reduction of the retainage being held, negotiated with the contractor. As there was no physical work, there are no certified payrolls associated with this payment request. Therefore, we suggest that the Town Board authorize payment to Kingston Equipment Rental, Inc. in the amount of \$7,143.06 in order to satisfy Application and Certification for Payment #2. Should you have any questions, please feel free to call me at 845-440-6926.

Sincerely,

Daniel G. Koehler, P.E.
Principal

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

enc: Application and Certificate for Payment #1 with Continuation Sheets
Partial Release
Town Voucher

**Town of Beekman
4 Main Street
Poughquag, NY 12570**

Date Received

Claimants

Name &
Address

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

Fund-Appropriation:	Amount
	\$ 7,143.08
Total	\$ 7,143.08

INVOICE DATE	INVOICE #	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
11/8/2024	Pay App 2	Town of Beekman Beekman Recreation Park Swim Pond Stone Weir Improvement Project 9/26/2024 through 11/8/2024		\$ 7,143.06
		Total		\$7,143.06

1. Rita Kosanen, certify that the above account in the amount of \$7,143.08 is true and correct; that the items, services, and disbursements were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

Secretary / Treasurer

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

This claim is approved and ordered paid
from the appropriations indicated above

Auditing Board

Print Name of Authorized Official



Use Column 1 on Contracts where variable retainage for line items may apply.

[illegible]

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(389ADAB81)

CONTRACTOR/SUBCONTRACTOR PARTIAL RELEASE AND LIEN WAIVER

Date: November 8, 2024
Project: Swim Pond Stone Weir Improvements Project
Address: 29 Recreation Center Road
City: Poughquag, New York
County: Dutchess
State: New York
Owner: Town of Beekman
Contractor: Kingston Equipment Rental, Inc.

Contract Date:	<u>June 13, 2024</u>
Contract Price:	<u>\$201,400.00</u>
Net Extras & Deductions:	<u>\$2,687.52</u>
Adjusted Contract Price:	<u>\$204,087.52</u>
Amount Previously Paid:	<u>\$193,883.14</u>
Current Payment Due:	<u>\$7,143.06</u>
Balance Due:	<u>\$3,061.32</u>

In the consideration of payment made by TOWN OF BEEKMAN to Kingston Equipment Rental, Inc. for all work, labor, materials, equipment and services furnished through the period ending November 8, 2024 and pursuant to Payment Application #2 in connection with the project named above.

The UNDERSIGNED hereby releases the Owner listed above, through the date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The UNDERSIGNED further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He/She is an authorized officer with full power to execute this Partial Release and Waiver of Lien.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Partial Release and Lien Waiver this 9th day of December, 2024.

CONTRACTOR/SUBCONTRACTOR:

Signature: Rita Kosonen
Print Name: Rita Kosonen
Title: Secretary / Treasurer

STATE OF NEW YORK)
)
ss.: COUNTY OF Ulster)

On this 9th day of Dec, 2024, before me personally came Rita Kosonen, to me known, who, being by me duly sworn, did depose and say that he/she resides at 30 Thornwood Lane, Accord, NY 12404, that he/she is the Sec/Treas of Kingston Rental Equipment, Inc., the corporation described in and which executed the foregoing Partial Release and Lien Waiver, and that he/she signed his name thereto by authority of the Board of Directors of the corporation.

RANIA FAKHOURY
Notary Public, State of New York
No. 01FA6314353
Qualified in Dutchess County
Commission Expires November 03, 2026

R. Fakhoury
Notary/Public



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0094244220

Prepared For:

Dani Plastini
Beekman, Town of
11 Town Center Blvd
Hopewell Junction, NY 12533
845-227-5783 (phone)
beekmanrec@townofbeekmanny.us

Project Name & Location:

Attn: Beekman, Town of- Town
Center Park

Prepared by:

Liberty Parks and Playgrounds
P.O. Box 52
Stratford, NJ 08084 USA
877-376-7823 (phone)
info@libertyparks.com

Ship To Address:

Amariah Taft-Shivers
Playground Medic
147 Broadway
Hawthorne, NY 10532
914-741-2228 (phone)
amariah@playgroundmedic.com

End User:

Dani Plastini
Beekman, Town of
11 Town Center Blvd
Hopewell Junction, NY 12533
845-227-5783 (phone)
beekmanrec@townofbeekmanny.us

Quote Number: R0094244220
Quote Date: 10/31/2024
Valid For: Until December 2, 2024

PlayArea_Q1

Product line: Freestanding
Age group: 2-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
73866R	FOSSIL BLUFF REPLACEMENT - 7XX-738-66	1	50.00	1,773.00	1,773.00
987145BL	STEP, KC TP BTM FPS Blu	1	23.14	260.00	260.00
987153BL	DECK, TRANSFER POINT ASSY FPS	1	64.31	983.00	983.00
987433BL	STAIR, 31-7/8 RISE ATA FPS BL	1	145.60	1,459.00	1,459.00
988056	PARTS CARTON KC TP FPS	1	2.00	77.00	77.00

Totals:

Equipment Weight: 285.05 lbs
Equipment List: \$4,552.00
Equipment Price: \$4,552.00
Freight: \$568.90
Installation: \$3,650.00
SubTotal: \$8,770.90

10/31/2024
QUOTE: R0094244220

Page 1 of 2

Estimated Sales Tax*: \$0.00
Grand Total: \$8,770.90

Notes:



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0094249143

Project: R0094_45590348360_01

Prepared For:

Dani Plastini
Town of Beekman
11 Town Center Blvd
Hopewell Junction, NY 12533
845-227-5783 (phone)
beekmanrec@townofbeekmanny.us

Project Name & Location:

Attn: Town of Beekman

Prepared by:

Liberty Parks and Playgrounds

PO Box 52
Stratford, NJ 08084 USA
877-376-7823 (phone)
info@libertyparks.com

Ship To Address:

Dani Plastini
Town of Beekman
Town Center Park
11 Town Center Blvd
Hopewell Junction, NY 12533
845-227-5783 (phone)
beekmanrec@townofbeekmanny.us

End User:

Dani Plastini
Town of Beekman
Town Center Park
11 Town Center Blvd
Hopewell Junction, NY 12533
845-227-5783 (phone)
beekmanrec@townofbeekmanny.us

Quote Number: R0094249143
Quote Date: 10/30/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 2-5

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4504	CONCERTO SPIN CABASAS MEDIUM	1	70.00	1,318.00	1,318.00
4507	CONCERTO 3-CONGAS	1	60.00	2,900.00	2,900.00
4534	MM GRAND GALLERY	1	1,300.00	17,036.00	17,036.00
7145491	5" OD X 88" POST F/MAZE PANELS	6	50.00	328.00	1,968.00
714563	MESH ROOF W/2 ARCHES (2' DK OR LESS)	1	450.00	3,976.00	3,976.00
7145631	MESH ROOF EXTN (2' DK OR LESS)	1	220.00	2,128.00	2,128.00
71471311B	SENSORY PANEL TEXTURE STAR CIRCLE BELOW DECK	1	60.00	2,467.00	2,467.00
71471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	60.00	2,448.00	2,448.00
71471313B	SENSORY PANEL TEXTURE SQUARE OVAL BELOW DECK	1	60.00	2,459.00	2,459.00
71471316B	HEX/TRIANGLE PERF PANEL (BELOW DECK) - KC	1	65.00	1,797.00	1,797.00
787001	WELCOME SIGN AGES 2-5, FREESTANDING	1	60.00	828.00	828.00
MR0881	MC TRUCK	1	270.00	4,914.00	4,914.00

10/30/2024
QUOTE: R0094249143

Page 1 of 5

2-5 Structure

Product line: KidsChoice

Age group: 2-5

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	125.00	1,444.00	1,444.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	2	155.00	1,921.00	3,842.00
714572	5" OD X 144" POST FOR ROOF (3' DK OR LESS)	10	85.00	416.00	4,160.00
71467539U	5'2" TYP SLIDE 270D DOME WAVE (3' DK)	1	1,018.00	7,894.00	7,894.00
7146804C	WAVE QUAD ROOF W/TOPPER	1	145.00	1,609.00	1,609.00
7146806C	WAVE HEX ROOF W/TOPPER	1	360.00	4,847.00	4,847.00
714700	5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)	1	120.00	2,294.00	2,294.00
71475734	SLOPED CLIMB WALL 45DEG (3' & 4' DK)	1	200.00	2,943.00	2,943.00
714782	CRUNCH STATION	1	5.00	158.00	158.00
714787	TOT ROCK CLIMBER (3' DK)	1	110.00	1,623.00	1,623.00
714796P1	BELL (POST MOUNT)	1	10.00	233.00	233.00
71485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00	3,810.00	3,810.00
7148559	8' SUSPENSION BRIDGE W/FULL BARRIER	1	600.00	7,483.00	7,483.00
714875	BUBBLE PANEL	1	50.00	1,294.00	1,294.00
7149071	"L" SLIDE RH, ROCKITE (3' DK)	1	100.00	1,675.00	1,675.00
7149831	MARBLE RACE PANEL	1	50.00	2,434.00	2,434.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00

RiskSign_Included

Product line: Freestanding

Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

10/30/2024

QUOTE: R0094249143

Page 2 of 5

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
Install NY	Installation Pricing Includes: Installation of playground equipment, removal and disposal of existing playground, removal and disposal of existing playground mulch and soil and playground mulch (1,800 SF), and furnish and install a compacted stone base in preparation for PIP surfacing (1,800 SF).	1	0.00	66,500.00	66,500.00
No Fault Safety Surfacing	2,000 Square Feet Poured-In-Place Resilient Rubber Surfacing to meet a 5ft Critical Fall Height. Color options to be: 50% Black / 50% Standard Color with Aromatic Binder. Standard colors are: Tan, Terra Cotta, Green, Blue. Delivered & Installed	1	0.00	40,875.00	40,875.00

Totals:

Equipment Weight: 7,253.00 lbs
Equipment List: \$91,982.00
Discount Amount: -\$23,000.00
Equipment Price: \$68,982.00
Freight: \$4,150.17
Products by Other: \$107,375.00
SubTotal: \$180,507.17
Estimated Sales Tax*: \$0.00
Grand Total: \$180,507.17

Notes:

CUSTOMER IS RESPONSIBLE FOR SITE SECURITY AS THE POURED IN PLACE SURFACING IS CURING.

INITIAL: _____

PRICING CONFORMS TO SOURCEWELL CONTRACT #010521-LTS

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0094249143 Quote Date: 10/30/2024 Equipment: \$91,982.00 Grand Total: \$180,507.17

10/30/2024

Page 3 of 5

QUOTE: R0094249143

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By: _____		

Date:

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

10/30/2024

QUOTE: R0094249143

Page 4 of 5



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

December 11, 2024

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

Re: Doherty Park Improvements
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

The Town Recreation Director solicited proposals as part of the New York State Office of General Services (OGS) piggybacking process for certain improvements to the travel ways within Doherty Park. Piggybacking is when the municipality uses an existing Federal or State contract, which have been let in a manner that constitutes competitive bidding in accordance with State law, to acquire the same commodities or services at the same or lower price from another public entity contract, consistent with General Municipal Law Section 103 Subdivision 16. In this case, Callanan Industries, Inc. (Callanan) has a number of existing OGS contracts that the Town of Beekman can utilize. Although Hudson Land Design (HLD) has not prepared any specific improvement plans, we are aware that the travel ways through the site are deficient in terms of width and surfacing and, at points, are very close to property lines not within the Town's ownership or control. We are also aware of certain drainage improvements that should be analyzed before this work takes place, which we believe said improvements can be done in-house. HLD is in receipt of a boundary and topographical survey and will work toward preparing drainage plans for consideration.

In the meantime, we suggest that the Town Board consider authorizing Callanan for an amount not to exceed \$252,162.50 per their correspondence dated December 10, 2024 (see also attached). Depending on the drainage improvements suggested by this office, and assuming in-house work of those drainage improvements are completed in-house, the entire scope of work presented by Callanan may not be fully necessary. In that case, the Town would only pay for work actually performed as part of the contract with Callanan.

It should be noted that this recommendation is specific only to "Site 2" work as described in the December 10, 2024 correspondence from Callanan.

*Beekman Town Board
Doherty Park Improvements Project
December 11, 2024*

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel G. Koehler", with a long horizontal flourish extending to the right.

Daniel G. Koehler, P.E.
Principal

Att: December 10, 2024 correspondence from Callanan Industries, Inc.

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



December 10, 2024

Ms. Dani Plastini
Town of Beekman
4 Main Street
Beekman, NY 12570

RE: 2024 Paving Program

Dani:

Reference is made for your request for pricing for paving various roads in the Town of Beekman.

Callanan Industries, Inc. can supply the paving material and installation services based upon the NYSOGS Contract Group #31502 Bituminous Concrete bid. Our contract was awarded on April 1st, 2021 under Award #23218. We can also supply the stone materials off of the NYSOGS Contract Group #33700, Award #23221. The attached prices are less than what would be calculated using the NYSOGS contract which is allowable per OGS standards.

We have quoted the following scope of work for each road:

- Furnish and install Type 2 Subbase material as required (Dougherty Park Only)
- Furnish and Install approx. 2 ½ " 25 MM Superpave Top Course (Dougherty Park Only)
- Furnish and install Diluted Tack Coat, as needed (Rec Center Only)
- Furnish and Install approx. Asphalt T&L Course (Rec Center Only)
- Furnish and Install approx. 1 ½ " 12.5MM Superpave Top Course (Rec Center Only)
- Furnish and Install approx. 1 ½ " 9.5MM Superpave Top Course (Doherty Park Only)

Callanan Industries would supply all labor, equipment, material and trucking to complete this project.

The Town of Beekman would be responsible for layout, tree and stump removal, gate removal supplying a source of water for our rollers, and ensuring the park is closed during construction activities.

We could complete this work at any time during the 2025 construction season.

If you have any questions or wish to schedule this work, please contact me at your earliest convenience at (518) 374-2222 ext. 72027.

Very Truly Yours
Callanan Industries, Inc.

Nick Duncan
Construction Manager

CC: Todd Anson, CII

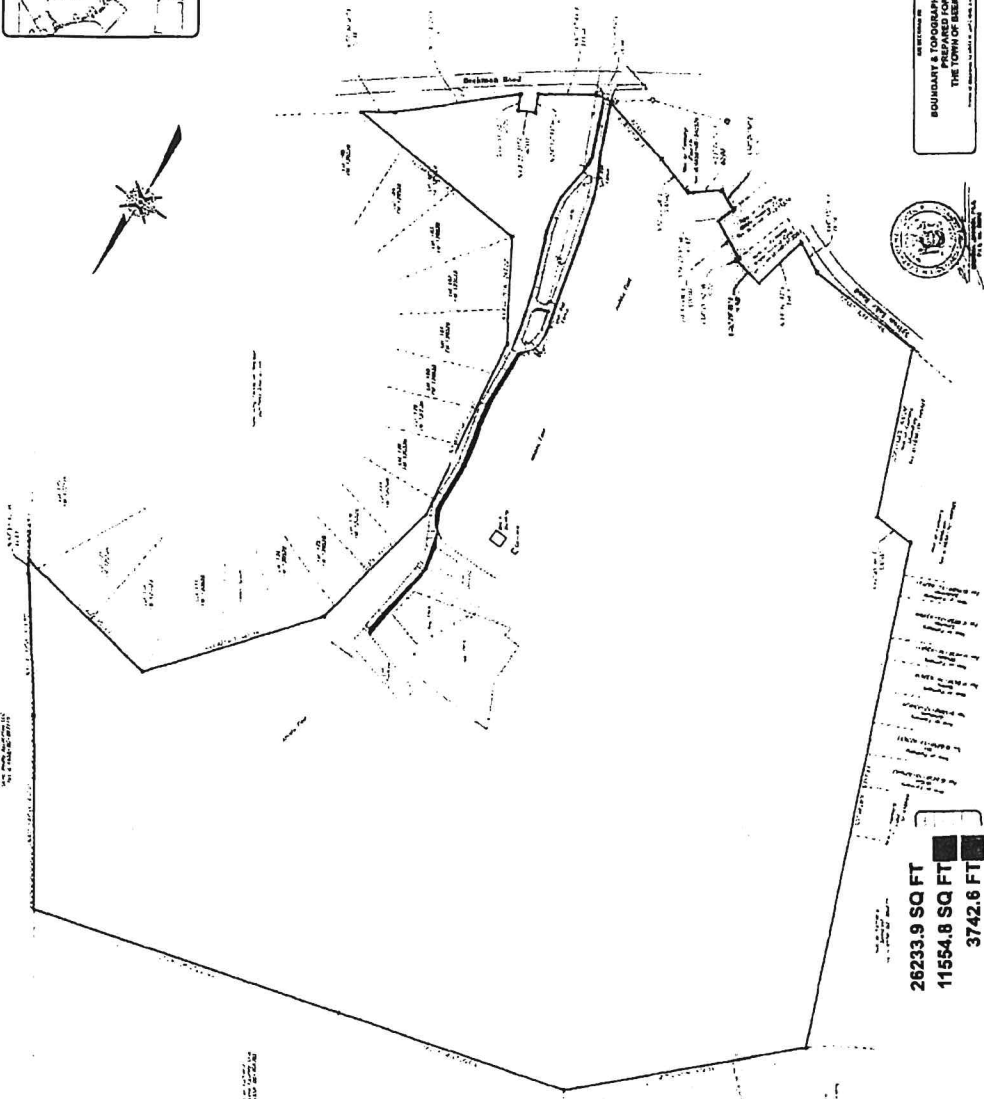
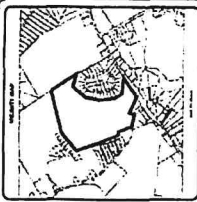
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Site 1	29 Recreational Center		±	465 Ton	
	Approx 1.5" Compacted 12.5MM Top & T&L Course				
	12.5MM Top	465 Tons	@ \$	92.00	\$ 42,780.00
	Asphalt Trucking	465 Tons	@ \$	12.50	\$ 5,812.50
	Tack Coat	220 Gal	@ \$	5.00	\$ 1,100.00
	Paver w/ Screedman & Operator	1.375 Days	@ \$	5,500.00	\$ 7,562.50
	Roller w/ Operator	2.75 Days	@ \$	2,500.00	\$ 6,875.00
	Laborers	4.125 Days	@ \$	1,300.00	\$ 5,362.50
	Equip Mobilizations	2 EA	@ \$	1,300.00	\$ 2,600.00
			Total Paving		\$ 72,092.50
Site 2	Dougherty Park		±	2,475 Ton	
	Approx 2.5" 19MM Binder and 1.5" 12.5MM Top				
	Stone for Grading	1,400 Tons	@ \$	10.50	\$ 14,700.00
	Stone Trucking	1,400 Tons	@ \$	13.50	\$ 18,900.00
	9.5MM Top	450 Tons	@ \$	108.00	\$ 48,600.00
	25 MM Binder	625 Tons	@ \$	97.00	\$ 60,625.00
	Asphalt Trucking	1,075 Tons	@ \$	12.50	\$ 13,437.50
	Paver w/ Screedman & Operator	5 Days	@ \$	5,500.00	\$ 27,500.00
	Roller w/ Operator (2)	10 Days	@ \$	2,500.00	\$ 25,000.00
	Laborers (3)	15 Days	@ \$	1,300.00	\$ 19,500.00
	Traffic Control	5 Days	@ \$	4,000.00	\$ 20,000.00
	Equip Mobs (Paver, 2 Rollers)	3 EA	@ \$	1,300.00	\$ 3,900.00
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SURVEY NOTES
1. The survey was conducted on or about the date of the survey.
2. The survey was conducted by the surveyor.
3. The survey was conducted by the surveyor.
4. The survey was conducted by the surveyor.
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9. The survey was conducted by the surveyor.
10. The survey was conducted by the surveyor.

LEGEND
1. Existing
2. Widening
3. Shoulder Backup

DEED REFERENCE
1. Deed No. 12345, dated 1/1/2000, recorded in Book 123, Page 456 of the Beesman County Records.

EXEMPT REFERENCE
1. Exempt No. 12345, dated 1/1/2000, recorded in Book 123, Page 456 of the Beesman County Records.

TAXPAYER NUMBER
1234567890

DATE OF SURVEY
1/1/2000

Existing
Widening
Shoulder Backup

How Nature Helps Children Develop

By William Crain

During my 27 years as a developmental psychologist, I have felt that children need extensive contact with nature to grow well. I have worried that in our increasingly artificial, technological environment children miss out on the experiences with nature they need. But my impressions have been largely intuitive; there hasn't been any significant body of writing and research that specifies just what the benefits of the natural environment might be. Indeed, if one looks through child psychology textbooks, one finds sections on almost every other aspect of a child's life—language development, concept formation, attachment to parents, school performance, peer relations, and so on. But there are no sections on the child's experience of the natural world.

Still, although scholarship and research on this topic have been meager, it hasn't been nonexistent. For example, Montessori (1909/1964, 1948/1967) called attention to the way natural settings invigorate children and stir their senses; she also pointed to benefits specific to gardening. And, beginning in the 1970s, a small but growing number of studies have examined children's spontaneous behavior in natural settings. Some of this research is informal, but it is generally rich in detail. After culling through several key studies, with an eye toward common themes, I believe it is now possible to suggest at least three major ways in which nature helps children develop.

Powers of Observation

Nature stimulates powers of observation. Montessori (1948/1967) emphasized that the child is a spontaneous observer of nature, and research has supported this claim.

In a pioneering study conducted between 1971 and 1973, Roger Hart (1979) investigated the outdoor behavior of the 4-to-12-year-olds in a rural New England town. Hart interviewed the children, observed them, and followed them about as they led him to their favorite places. As he had expected, the children engaged in lots of active play—running, jumping, and climbing—and they loved to hike and explore their natural surroundings. But Hart was surprised by the patience and care with which the children simply observed nature. For example, some children spent long stretches of time quietly watching the fish, frogs, salamanders, and insects in the brooks, ponds, and river. Sometimes a child would kneel by the water for many minutes, with his or her hands cupped, waiting for a catch. At other times, the children simply watched. As a result of their various observations, they came to know the locations and habitats of the species in remarkable detail.

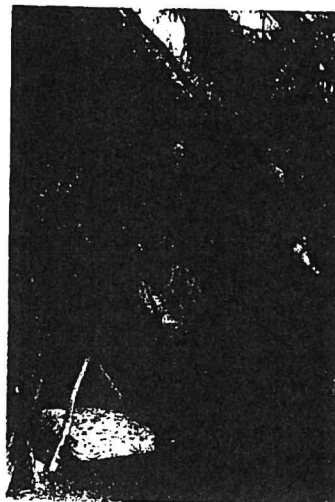
Adopting a similar methodology, Robin Moore (1986a) found that the 9-to-12-year-olds in urban sections of England liked to go to the parks and undeveloped, weedy spaces to collect things such as rocks and acorns and simply to observe. They took considerable pleasure in quietly looking at birds, ponds, flowers, bees, ladybugs, lizards, mice, and other small animals. As they showed Moore their favorite places, it often seemed as if he were on a nature tour with an expert guide. They showed him plants and wildlife in places that initially appeared to be nothing but neglected wasteland.

Nature's effects on children's perceptions became very clear during a project Moore initiated in Berkeley, CA, in 1972. Moore and community members (including children) began transforming an all-blacktop, 1½-acre elementary schoolyard into a new playground that contained a half-acre nature area with ponds, streams, wooded areas, and meadows. Five years later, Moore interviewed the fourth graders who had experienced the change, and their comments speak of a sensory awakening. Many children said that whereas the all-blacktop yard was "boring," the nature area was a wonderful place just to sit or to "go on little trips and look at things" (Moore, 1989; 1986b, p. 57). One child said she especially liked to see the sunlight through the trees, and another loved to watch the fish and insects at the ponds and to smell, taste, and look at the plants (Moore, 1989). While at a pond, another child talked about the sensual effects of the breezes coming off the water: "It's like a cool breath of air blowing in your face. . . It feels like I'm swimming and I'm not even in the water" (Moore, 1987, p. 17).

In the classrooms, the teachers encouraged the children to discuss and document their observations, and the children were aware of how much they were now learning. As one child said, "You would never say, 'Let's go outside and learn about a cement yard.' There's only one thing to know about a cement yard. It's a cement yard, period. . . [Now] there's always something new to find out" (Moore, 1989, p. 205). Nature's power to awaken children's senses and observations has also emerged in subsequent research (Titman, 1994).

Creativity

Nature fosters creativity. In Hart's study in rural New England, the children loved to build things. They built tree houses in the sturdy maple and apple trees, and they constructed model towns and highways in the loose dirt beneath the trees. They also energetically built clubhouses, hideouts, forts, and other shelters on the ground—frequently beneath the canopies formed by large bushes or trees or tall grass. Actually, the younger children, between the ages of 4 and 7 years, didn't so much build shelters as find them. But the older children, between about 8 and 12 years, engaged in a good deal of actual construction, using sheets,



In natural settings, children energetically build forts and shelters.

discarded lumber, fallen branches, and other "loose parts" to help build their structures. In the winter, they built shelters out of snow.

Children's shelters have drawn the attention of other researchers. MaryAnn Kirby (1989) found that the 4-year-olds on a grassy preschool yard in Seattle were strongly attracted to the shelters they found and could alter a bit. Huddling inside them, the youngsters engaged in an unusually large amount of make-believe play. Apparently the shelters' cozy atmosphere and natural elements stirred their imaginations. David Sobel (1993) has documented the enthusiasm with which 8-to-11-year-olds construct shelters in rustic surroundings in Devon, England, and on the island of Carriacou in the West Indies.

Children also build shelters indoors and in urban areas. Researchers have yet to compare systematically the amount of shelter-building in different environments, but one gets the impression that it is greatest in relatively wild, outdoor settings (Hart, 1979; Moore, 1986a). City children, for example, seem to build shelters most readily when they have access to undeveloped, open space such as fields with tall grass. Children become excited by the possibility of exploring wild areas, and they feel an urge to build an outpost or base from which to venture forth. As David Sobel (1993) says, they create a place to be at home in the outdoors.

Nature also inspires children's art and poetry. Parents and teachers know how commonly the sun, trees, clouds, birds, and other aspects of nature appear in children's drawings. Most adults are less familiar with children's poetry, but two sources suggest the power of nature's inspiration. In *Those First Affections*, Timothy Rogers (1979) collected

220 fresh and spontaneous poems by 2-to-8-year-old British children (the poems were frequently written down by attentive parents). By my count, 85% of the poems deal with the natural world. In his 1925 classic, *Two to Five* (1925/1968), the Russian poet Kornei Chukovsky included 32 poems by children aged 2 to 6 years, and I would classify two-thirds as dealing with some aspect of nature.

The poems in Rogers's anthology are particularly impressive. Their themes vary, but a great number of them reveal the kind of keen observation we discussed earlier. The children's senses are wide-awake. For example, 8-year-old Wendy Hancock (Rogers, 1979, p. 106) calls attention to a sound that could easily be missed.

The storm is over and gone away,
Not a bird sings, not a twig moves.
There's driftwood on the beach
and the sea is low.

After the storm
After the storm

But there was a sound,
Was it a rabbit scurrying
Or a dog barking?

No, no, no
It was the whisper of the trees
Far away,
Far away.

Many other poems are inspired by the sounds and effects of the wind. For instance,

"Whump!" goes the wind on the window,
And the window goes "Whump!"
—a 4-year-old (Rogers, 1979, p. 33)

Whistling whistling
Blowing blowing
Branches swaying
Blossom blowing
The wind.

—Rosemary Stinton, age 5
(Rogers, 1979, p. 54)

Other poems are alert to the sounds of water—to brooks, rivers, fountains, and the ocean—as well as to other sensations in nature.

Many of the poems, in addition, have a remarkable freshness and immediacy because the children assume that they are on intimate terms with all aspects of nature. In fact, the children frequently speak directly to plants and animals as they try to understand their world. Two-year-old Thomas Broadbent (Rogers, 1979, p. 19) seems to ask a basic question of existence.

Bu'fly, bu'fly
Fell in a pond
Why spider, why spider, why?

Four-year-old Hilda Conkling (p. 34), who grew up to become an adult poet, speaks directly to a flower.

Sparkle up, little tired flower
Leaning in the grass!
Did you find the rain of night
Too heavy to hold?

With disarming simplicity, these children remind us of what it is like to be open and responsive to the life around us.

A Sense of Peace

Nature instills a sense of peace and being at one with the world. I have described how natural settings prompt quiet observation, and how children's alert observations contribute to their poetry. But nature also creates states of quiet and calm that differ from alert observation. In rural New England, Hart found that the children spent considerable time simply resting, often in a seemingly introspective manner. This was particularly true at "froggy ponds," sluggish brooks or ponds that sometimes contain frogs, insects, or other small wildlife. At water's edge, the child often stared into the water in a daydream-like state, aimlessly dabbling dirt or water as he or she did so. In these moments of quiet, the children seemed to feel a fluid connection between themselves and the water—a oneness with the world.

Nature's quieting effect was striking in the Berkeley schoolyard. Previously, when the yard was entirely asphalt, there was constant fighting and bickering. But in the new nature area, the children played together more harmoniously, and they were often much quieter. This was true of both the boys and the girls, who had previously played apart. In the nature area, they commonly joined together in relaxed conversation (Moore, 1986b). As one child said, "It feels good there. Really quiet. Lots of kids just like to sit around and talk" (Moore, 1989, p. 201).

I think the states of calm frequently derived

from an emotion that Moore gave special emphasis: a new sense of belonging. That is, the children felt calm because they experienced nature as a comforting, familial presence. Describing the nature area, the children said things such as, "It made me feel at home." "Being alone doesn't bother me now." "It's just a good-natured place." "It seems like one big family out there" (Moore, 1989, pp. 201-203). Sometimes the children experienced particular moments of heightened connection with the environment. When a pond is still, Kelli said, "It makes me feel speechless, it's so quiet there. It makes me feel warm inside. . . I just feel nice about myself" (Moore, 1987, p. 17).

Childhood feelings of calm and connection may strengthen a person for life. In a study of 38 20th-century autobiographies, Louise Chawla (1986, 1990) found that those authors who said they had benefited from childhood experiences with nature most commonly referred to a lasting sense of peace and rootedness in the world. For example, the African-American minister Howard Thurman said that he was a rather lonely boy who found peace and comfort in nature (Thurman, 1979), and sometimes when he walked along the seashore and the ocean was still,

I had the sense that all things, the sand, the sea, the stars, the night, and I were one lung through which all of life breathed. Not only was I aware of a vast rhythm enveloping all, but I was a part of it and it was a part of me. (Chawla, 1990, p. 21)

Even the storms seemed to embrace the young Thurman, and he said that his early feelings of unity with nature

gave me a certain overriding immunity against much of the pain with which I would have to deal in the years ahead when the ocean was only a memory. The sense held: I felt rooted in life, in nature, in existence. (Chawla, 1990, p. 21)

This sense of rootedness seems very important today. The modern age has frequently been characterized as one in which people feel alienated, lonely, and rootless (Crain, 1995). Social theorists have typically seen this condition as stemming from the loss of community and family solidarity in the modern world (Crain, 1995; Bronfenbrenner, 1986). But we might wonder about the extent to which people feel lonely and disconnected because they have lost touch with nature. Modern individuals, Montessori (1948/1967) said, live like prisoners in their artificial environments, and this seems truer every day. Everywhere we turn, far beyond the cities, we see earth and vegetation being replaced by highways, parking lots, housing developments, and indoor malls. One recent study (Nabhan & Trimble, 1994) suggests that even in quite remote, rustic settings, children learn more about nature from TV and movies than from firsthand experience in the outdoors. Growing up with little direct contact with nature, people lack a sense of being part of the larger web of life, and this deficit undoubtedly contributes to widespread feelings of loneliness and alienation.



COURTESY ROGER A. HART

Children often dabble in a daydream-like manner, apparently feeling a fluid connection between themselves and the water.

Recommendations

How can we bring people—and children in particular—back in touch with nature?

First, we must do what we can to protect nature around us. It will do little good to design elaborate nature education programs if, at the same time, we watch bulldozers take up the earth and trees in front of us. Children won't be able to connect with their natural surroundings if no natural surroundings are left.

Moore (1986a) argues that in urban areas we should try to preserve remaining "rough ground"—vacant lots, weedy waysides, areas with tall grass and unpruned trees. Such conservation efforts run into strong resistance; modern adults prefer neat and tidy surroundings—clean cement, manicured lawns, and perfectly landscaped flowerbeds. But rough ground is important for children. It gives them opportunities to explore and observe nature, and it often contains enough loose parts (such as fallen branches and old lumber) to permit creative building. Sometimes it may even be sufficiently ample to give children a chance to develop a sense of being part of the natural world.

In the U.S., so much land has been paved over that I believe we need to replicate Moore's Berkeley project widely, taking up asphalt to create nature areas. Moore (1986a) says that such projects do not always require formal designs. "Rip up some asphalt, surround it with a sturdy enclosure, add some fertile soil and leave it alone. . . . Make it a spot for kids and wildlife to colonize together" (p. 243). For those more comfortable with planning, the organization Learning Through Landscapes provides publications which have guided the design of numerous nature parks in the United Kingdom (see Note). Bradley (1995) and Stine (1997, especially pp. 116-126) summarize some of the less numerous nature projects in the U.S.

Although children benefit from unsupervised play in natural settings, they also can profit from some adult guidance. This is particularly true today, when children spend so much time indoors watching TV and playing video games that they need someone to show them the kinds of outdoor activities children once picked up from other kids. To Montessorians and other child-centered educators, adult guidance presents a danger because it can so easily become overcontrolling. But Moore (1986a) and Hart (1997), as well as most environmental educators, try to respect the child's need for spontaneous and independent activity. For example, Hart (personal communication) suggests that a play leader demonstrate how he or she might begin building a shelter and then step back and let the children do their own building. Similarly, nature educators often ask stimulating questions (such as, "How many things can you hear in this field with your eyes closed?") and then let the children make their own discoveries. Child-centered educators will readily identify with

such methods, and Montessorians themselves continue to develop nature study activities for parents and educators to try out (e.g., Britton, 1992).

As a final recommendation, I would like to put in a special word for poetry. Earlier, I indicated how children's poems are creative activities that draw upon their keen observations of nature. Poetry also often expresses the child's connection to nature. In the following poem, an elementary school boy in the Berkeley nature area expresses his bond with trees, as well as his sense of the threat posed by modern society.

Me and the Tree

I am setting in between three
green pine trees and a rock,
with grass surrounding me and
my friends the trees. When I
listen to the cars zoom by I feel
in my body a faint cry.

—Brendan (Moore, 1989, p. 204)

DR. WILLIAM CRAIN is professor and chair, Psychology, City College of New York, and the author of *Theories of Development* (1992).

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Note

Publications are available from Learning through Landscapes, 3rd Floor, Southside Offices, The Law Courts, Winchester, Hampshire SO23 9DL, England. A valuable resource from this organization is Eileen Adam's 1990 "Final Report." Additional information on the design of nature areas, highlighting the involvement of children is contained in Roger Hart's new book (1997).

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