

TOWN OF BEEKMAN TOWN BOARD
Minutes for Wednesday November 6, 2024

The Town of Beekman Board met for a regular TOWN BOARD meeting on Wednesday November 6, 2024. The meeting was called to order by Supervisor Covucci at 6:03PM. The following members were present: Supervisor Mary Covucci, Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present Town Clerk, Laureen Abbatantuono

Supervisor Covucci led the Pledge of Allegiance. Supervisor Covucci 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 Agenda items:

Supervisor Covucci made a motion to open the Public Hearing for Dover Ridge at 6:07PM, Seconded by Councilman Lemak, All in Favor, AYE. Made a motion to close the Public Hearing at 6:10PM, Seconded by Councilman Capollari, All in Favor, AYE.

Supervisor Covucci made a motion to open the Public Hearing 6:10PM for the 2025 Preliminary Budget, Seconded by Councilman Battaglini, All in Favor, AYE. Supervisor Covucci made a motion to close the Public Hearing at 6:15PM, Seconded by Councilman Battaglini, All in Favor, AYE.

Public Comments on the Preliminary Budget: Tom Mullins on behalf of the Dalton Farms HOA, had questions on paving and the 284 for the Highway Dept and thanked the Highway Superintendent Tony Coviello for his quick response for repairing the catch basin/storm drains in a timely manner. Supervisor Covucci commented that the CHIPS money that was not used will be brought over to the Highway Department.

Written comments on Public Hearings: None

Supervisor Covucci called on the Rec Director Dani Plastini who gave a presentation on items for improvements at the Rec Center. (please refer to the video which can be found by going to townofbeekman.gov)

Public Comments on Agenda items: Bill Crane, 254 Gardner Hollow Road Resolution 12, he thanked Rob Lopane for his efforts in picking the trees around the generator at Town Hall.

Town Board member read the Agenda items:

Other Town Board Business: Councilman Lemak, declaration of the State of Emergency extended due to the risk of wild fires until November 1st, 2024.

Public Comments: Tom Mullins, would like to congratulate Tony Coviello on his landslide win on his referendum. Also, asked about the legal fees and cost associated with this Proposition. Gina

Ragussa, had questions regarding the information that was mailed out by the Town Board and the Beekman Republican Committee against the Proposition on Anthony Coviello, Superintendent Covucci "the Town did not mail out that letter". Doug DeMasi, questioned the check that was given to Greg Brown. William Nathans, 30 Duncan Road thanked everyone for supporting Tony, asked the Town Board if the landscaping is ever done in house and not contracted out? Jayson Abbatantuono 20 Gabriels Path, gave comments on the proposition and suggested to the board members that they should be more transparent and to be a little more overt and communicated better with the town. Bill Crane 254 Gardner Hollow Rd, provided information on the defense of nature and trees. Kate Blake 231 Clapp Hill Road, told the Board that they have lost the faith of the residents. Kate also questioned the landscaping bids from Neave, Lehigh and Dutchess Lawn service.

Supervisor Covucci made a motion at 7:24PM to Adjourn the Town Board meeting, seconded by Councilman Battaglini, All in Favor, AYE.

Respectfully Submitted by Town Clerk
Laureen Abbatantuono

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
NOVEMBER 6, 2024**

6:00 PM

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

6:10 PM - PUBLIC HEARING - Dover Ridge Assessment Rolls

6:15 PM – PUBLIC HEARING - 2025 Town of Beekman Preliminary Budget

PRESENTATION - Dani Plastini, Recreation Director

TOWN BOARD MEETING

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

RESOLUTIONS

1. Accept September 24, 2024 Minutes -**PULLED**
2. Accept September 30, 2024 Minutes-**PULLED**
3. Accept October 8, 2024 Minutes-**PULLED**
4. Accept October 22, 2024 Minutes-**PULLED**
5. Approve Entertainment for Senior Events
6. Renew Inter Municipal Procurement Agreement with Dutchess County
7. Accept Budget Revision 2024-10
8. Approve the Inter Municipal Salt Shed Agreement with Dutchess County
9. Approve Resurfacing of Basketball Courts
10. Approve Hiring of a Conflict Attorney
11. Approve Pay App for Dover Ridge Hydropneumatic Tank Project
12. Approve Landscape for Emergency Generator Project
13. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments – (3 Minutes limit)
- **Next Regular Town Board Meeting: Tuesday November 19, 2024 at 6:00 PM**

ADJOURN

RESOLUTION NO. 11:06:24-1 (PULLED)
RE: APPROVAL 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:

Seconded:

ROLL CALL VOTE:

Councilman Capollari

Councilman Battaglini

Councilman Lemak

Councilwoman Wohrman

Supervisor Covucci

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-2 (PULLED)
RE: APPROVAL OF PAST TOWN BOARD MINUTES

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

Introduced:

Seconded:

ROLL CALL VOTE:

Councilman Capollari

Councilman Battaglini

Councilman Lemak

Councilwoman Wohrman

Supervisor Covucci

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-3 (PULLED)
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the October 8, 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 October 8, 2024 Regular Town Board Meeting.

Introduced:

Seconded:

ROLL CALL VOTE:

Councilman Capollari

Councilman Battaglini

Councilman Lemak

Councilwoman Wohrman

Supervisor Covucci

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-4 (PULLED)
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the October 22, 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 October 22, 2024 Regular Town Board Meeting.

Introduced:

Seconded:

ROLL CALL VOTE:

Councilman Capollari

Councilman Battaglini

Councilman Lemak

Councilwoman Wohrman

Supervisor Covucci

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-5
RE: APPROVE ENTERTAINMENT FOR SENIOR EVENTS

WHEREAS, the Recreation Department has monies in their budget for Senior Activities, and

WHEREAS, the Senior Center has a Friendsgiving scheduled for Thursday, November 14, 2024 between the hours of 11 AM to 2 PM, at Recreation Park, and

WHEREAS, Beekman Seniors participate in a joint Holiday Party scheduled for Tuesday, December 10, 2024 between the hours of 11 AM to 2 PM, at Mill Creek Catering,

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

Harvest Duo 11/14 \$275 Senior Friendsgiving

John Hannah 12/10 \$250 Senior Holiday Party.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-6

**RE: AUTHORIZE RENEWAL OF INTER MUNICIPAL PROCUREMENT BETWEEN THE
COUNTY OF DUTCHESS AND THE TOWN OF BEEKMAN**

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee to “upon the request of any city, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature”, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any city, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, and

WHEREAS, the Town of Beekman has requested that the County of Dutchess assist with central purchasing services,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Supervisor to extend the Inter municipal Agreement with the County of Dutchess for the purpose of providing central purchasing services. This extension shall be effective from November 1, 2024 and shall terminated on October 31, 2025.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-7

RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-10

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 2024-10.

Budget Revisions for October 2024 # 2024-10

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2024-10-01	A-1220-0414	Supervisor Cell Phone	150	
	A-1220-0400	Supervisor Expense		150
		-Transfer for Cell Phone Expense		
2024-10-02	A-1315-0401	Finance Supplies	162	
	A-1315-0460	Finance Software		162
		--Transfer for Supplies		
2024-10-03	A-1330-0450	Taxes County Charges	1,377	
	A-1355-0450	Assessor County Charges		1,377
		-Transfer for County Charges		
2024-10-04	A-1410-0401	Clerk Supplies	18	
	A-1410-0460	Town Clerk Software		18
		-Transfer Excess		
2024-10-05	A-1420-0401	<u>General Counsel #2</u>	<u>30,000</u>	
	A-0000-2402	Class Interest	30,000	
		-Provide for Legal Services		
2024-10-06	A-1910-0410	Insurance Expenses	1,000	
	A-1910-0400	Insurance Premiums		1,000
		-Transfer to Expense		
2024-10-07	A-1930-0400	Judgements & Claims	1,283	
	A-1355-0450	Assessor County Charges		1,061
	A-1989-0400	Other Expenses		222
		-Transfer for County Tax Refund		

2024-10-08	A-5010-0401	Hwy Office Supplies	300	
	A-5010-0107	Hwy Supt. Vehicle -Transfer for Supplies		300
2024-10-09	A-5132-0460	Hwy. Garage Contracts	100	
	A-5132-0400	Hwy. Garage Expense -Transfer for Security Exp		100
2024-10-10	A-6772-0413	Aging Consultants	750	
	A-6772-0414	Aging Trips	5,370	
	A-6772-0415	Aging Senior Picnic	402	
	A-7140-0116	Playground Seasonal Staff -Transfer for Aging Expenses		6,522
2024-10-11	A-7020-0401	Rec Office Supplies	85	
	A-7020-0414	Rec Cell Phone	265	
	A-7020-0400	Rec Office Expense -Transfer for Office Expenses		350
2024-10-12	A-7111-0401	Rec Center Supplies	300	
	A-7111-0420	Rec Center Refuse -Transfer for Supplies		300
2024-10-13	A-7112-0401	Town Center Supplies	200	
	A-7112-0470	Town Center Refuse -Transfer for Supplies		200
2024-10-14	A-7113-0401	Doherty Park Supplies	200	
	A-7113-0460	Doherty Park Rentals -Transfer for Supplies		200
2024-10-15	A-7140-0401	Playground Supplies	100	
	A-7140-0404	Playground Training -Transfer for Supplies		100
2024-10-16	A-7180-0420	Lake Utilities	500	
	A-7180-0411	Lake Chemicals -Transfer for Utilities		500
2024-10-17	A-7510-0400	Hero Banner Exp.	720	
	A-0000-2772	Hero Banner Memorial -Adjust Fees for Actual	720	
2024-10-18	A-7620-0400	Adult Rec Program	200	
	A-7310-0112	Youth Program PT Staff		200

-Transfer for Expense

2024-10-19	A-9950-0900	Transfer to Capital Fund	300,000	
	A-0000-4089	Federal ARPA Fund	300,000	
		-Transfer for TCP Capital Project		
2024-10-20	A-9950-0900	Transfer to Capital Fund	100,000	
	A-0000-4089	Federal ARPA Fund	100,000	
		-Change Funding for Doherty Park Project		
2024-10-21	DA-9060-0801	MVP Deductibles	5,000	
	DA-9060-0800	Health Insurance		5,000
		-Transfer for Deductibles Expense		

Dover Ridge Sewer

2024-10-22	SS-8189-0430	Insurance	870	
	SS-8189-0480	Other Expenses	830	
	SS-8189-0490	Gen Gov't. Services	2,300	
	SS-0000-9910	Fund Balance	4,000	
		-Provide for Expenses		

Dover Ridge Sewer

2024-10-23	SW-8340-0430	Insurance	760	
	SW-8340-0490	Gen Gov't. Services	1,900	
	SW-8340-0400	System Repairs		2,660
		-Transfer for Expenses		

Capital Fund

2024-10-24	H-1622-0440	Generator Engineering	1,730	
	H-1622-0200	General Equipment		1,730
		-Transfer for Engineering		
2024-10-25	H-7112-0200	TCP Park Improvements	250,000	
	H-7112-0400	TCP Park Expense	40,000	
	H-7112-0440	TCP Park Engineering	10,000	
	H-0000-5030	Transfer In	300,000	
		-Record New TCP Capital Project		
2024-10-26	H-7197-6500	Pond Improvements	64,600	
	H-7197-0400	Pond Project Expense		64,600
		-Transfer for Contract Award		
2024-10-27	H-7197-6500	Pond Improvements	2,688	
	H-7197-0400	Pond Project Expense		2,688
		-Increase for Change Order #1		

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: November 6, 2024

RESOLUTION NO. 11:06:24-8
RESOLUTION AUTHORIZING ADOPTION OF INTERMUNICIPAL AGREEMENT WITH
THE COUNTY OF DUTCHESS FOR SALT SHED REPAIRS/IMPROVEMENTS.

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

WHEREAS, municipal corporations are authorized, pursuant to Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements; and

WHEREAS, the Beekman Salt Shed was initially constructed in 1992 and the costs of same were jointly funded by the Town and County pursuant to an Intermunicipal Agreement contract; and

WHEREAS, the Salt Shed is now more than thirty (30) years old, and is in need of various repairs/improvements; and

WHEREAS, the terms of the original lease agreement have expired and the parties wish to enter into a new shared services agreement to provide for the individual needs of each party; and

WHEREAS, the parties wish to enter into a new joint project and Lease Agreement (the "Agreement") to allow for such repairs/improvements to be made to the Salt Shed in 2025, with the parties sharing in the cost of same, and for the continued use and maintenance of same by the parties for an initial lease term to the County for ten (10) years, under the terms and conditions of the annexed Agreement; and

WHEREAS, the Town of Beekman and County of Dutchess find it is in their mutual best interest to enter into a new Agreement going forward for the Salt Shed to allow for repairs/improvements to be made in accordance with the joint project agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute the Agreement in substantially the same form as that attached hereto and made a part hereof, contingent upon approval of the agreement by the Dutchess County Legislature.

Dated: November 6, 2024

ROLL CALL:

Councilman Capollari
Councilman Battaglini
Councilman Lemak
Councilwoman Wohrman
Supervisor Covucci

AYE

X
X
X
X
X

NAY

RESOLUTION NO. 11:06:24-9

**RE: RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT
WITH SPORT TECH FOR THE RESURFACING OF THE TOWN BASKETBALL COURTS**

WHEREAS; the Town of Beekman is desirous of resurfacing the Town Park Basketball Complex at Recreation Park; and

WHEREAS, in compliance with the Town's Purchasing Policy the Town received a quote from a Sourcewell Vendor; and

WHEREAS, the Town has determined that contracting with Sport Tech is in the best interest of the Town;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Supervisor to enter into an agreement with Sport Tech for the repairs and resurfacing of the basketball courts at Recreation Park in an amount not to exceed \$34,950.

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: November 6, 2024

RESOLUTION NO. 11:06:24-10
RE: RESOLUTION EMPLOYING CONFLICT ATTORNEY FOR LEGAL SERVICES TO
TOWN OF BEEKMAN PLANNING BOARD

Motion by: COUNCILMAN CA POLLARI

WHEREAS, HVT Homes, LLC (“Clove Meadows Subdivision”) has submitted a Planning Board application for subdivision approval for 327 Hynes Road, Beekman, New York; and

WHEREAS, Craig M. Wallace, attorney to the Town of Beekman Planning Board, has a conflict of interest and cannot represent the Planning Board due to the aforesaid conflict with the applicant; and

WHEREAS, Shane J. Egan of the firm Cappillino, Rothschild & Egan, LLP, 7 Broad Street, Pawling, New York 12564, has agreed to act as Special Conflict Counsel;

NOW, THEREFORE, BE IT

RESOLVED, that Shane J. Egan, Esq., be and hereby is appointed for the purpose of furnishing the Town of Beekman Planning Board, its officers and agencies, such professional legal advice and services as may be required and shall receive compensation pursuant to its engagement letter for such services as warranted by the Planning Board to be paid by applicant pursuant to Chapter 75 of the Town Code, and

BE IT FURTHER RESOLVED, that the applicant is directed to consult with Chapter 75-6 for procedure and questions relating to employment of the Town’s special consultants.

Seconded: COUNCILWOMAN WOHRMAN

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: November 6, 2024

RESOLUTION NO. 09:10:24 -11
RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT FOR THE
ABANDONMENT OF HYDROPNEUMATIC TANK FOR DOVER RIDGE ESTATES
WATER SYSTEM PROJECT

WHEREAS, the Town of Beekman is a party to a contract with WCC Tank Technology, Inc. (the “Contractor”) for the project known as “Abandonment of Hydropneumatic Tank for Dover Ridge Estates Water System; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment Request FINAL PAYMENT dated October 17, 2024, covering the period of October 15, 2024 through October 17, 2024 with a total completed value of \$27,200.00 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application; and

WHEREAS, the Town Engineer has reviewed the request and agrees with the quantity of work completed per the continuation sheet and suggest that the Town Board authorize payment to WCC Tank Technology, Inc. in the amount of \$27,200.00 in order to satisfy Invoice 10370.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to WCC Technology, Inc in an amount not to exceed \$27,200.00.

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: November 6, 2024

RESOLUTION NO. 11:06:24-12
RE: AWARD BID FOR EMERGENCY GENERATOR LANDSCAPING

WHEREAS, the original RFP: 2024-0502 for the Emergency Generator at Town Hall included a vinyl stockade fence with some light landscaping, and

WHEREAS, it was later decided to go with a more natural approach and do all plantings, and

WHEREAS, a landscape architect prepared plans and a sketch for the landscaping, which includes (23) trees and shrubs; and

WHEREAS, the Recreation Director solicited quotes from 3 qualified landscape contractors, in accordance with the Town's Procurement Policy and received the following quotes:

<u>Landscape Contractor</u>	<u>Quote Amount</u>
Neave Group	\$8,091.00
Lehigh Lawns & Landscaping, Inc.	\$9,618.87
Dutchess Lawns & Masonry	\$8,982.00, and

WHEREAS, after reviewing the quotes and paperwork submitted, the Town Engineer recommends that the Town Board consider the proposal from Neave Group;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute the contract with Neave Group and sign the documents provided.

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: November 6, 2024

RESOLUTION NO. 11:06:24-13
RE: PAYMENT OF CLAIMS

WHEREAS, the Bookkeeper has audited and approved claims pursuant to Sect. 119 of Town Law as set forth in the attached abstracts; be it

RESOLVED, that the payment, therefore, is hereby authorized as follows:

Claims to be paid from the A-General Fund	\$ 22,140.04
Claims to be paid from the DA-Highway Fund	\$ 4,996.63
Claims to be paid from the SS – Dover Ridge Sewer	\$ 3,788.58
Claims to be paid from the SW – Dover Ridge Water	\$ 2,012.90
Claims to be paid from the T-Trust Fund	<u>\$ 943.00</u>
	<u>\$ 33,881.15</u>

10/24/2024 Payroll #22

General Fund	\$ 35,983.86
Highway Fund	<u>\$ 22,763.59</u>
	<u>\$ 58,747.45</u>

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

Dated: November 6, 2024



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

October 31, 2024

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

Re: Beekman Town Hall – Emergency Generator Landscaping
Award Recommendation

Dear Supervisor Covucci and Members of the Town Board:

The original plan for screening the new emergency generator at town hall included a vinyl stockade fence with some light landscaping. After a number of discussions and guidance from a resident who is a landscape architect, the plan has changed to provide adequate landscaping as screening. As such, the landscape architect prepared the attached sketch, which calls for twenty-three (23) trees and shrubs. With the assistance of the Recreation Director, the sketch was released to three (3) qualified landscape contractors, for which the Town received three (3) quotes in response. The table below lists the contractor and the quote.

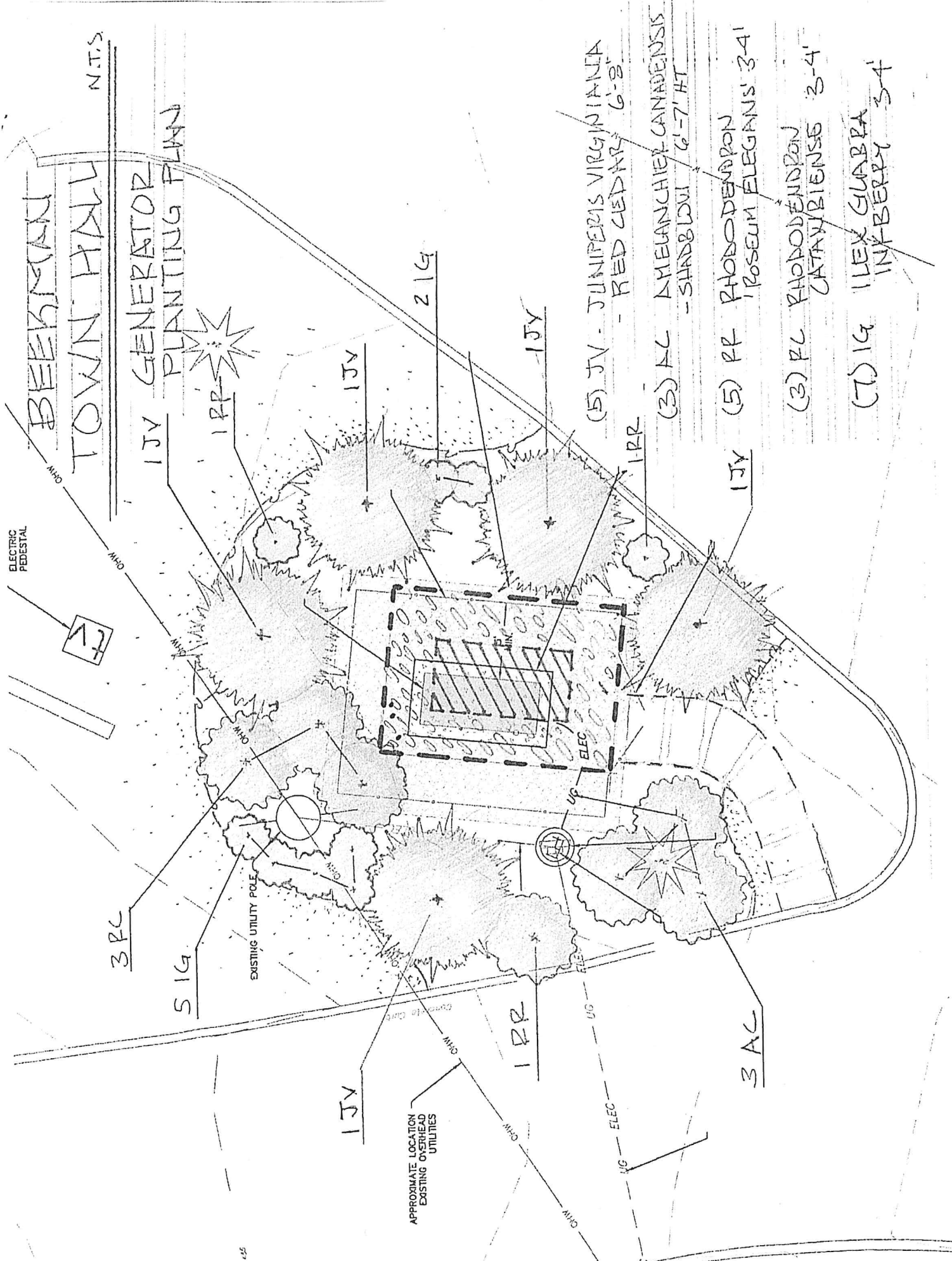
<u>Landscape Contractor</u>	<u>Quote Amount</u>
Neave Group	\$8,091.00
Lehigh Lawns & Landscaping, Inc.	\$9,618.87
Dutchess Lawns & Masonry	\$8,982.00

After reviewing the quotes, all of which were very competitive, we recommend that the Town Board consider retaining the services of Neave Group to provide landscape services associated with the Beekman Town Hall Emergency Generator work per the attached sketch and their proposal dated October 22, 2024, with a cost of \$8,091.00. This amount is consistent with budgeted funds to install the fence and less landscaping. Should you have any questions, please feel free to call my direct line at 845-765-8955.

Sincerely,

Daniel G. Koehler, P.E.
Principal

Att: Sketch; Neave Group Quote dated October 22, 2024
cc: Laureen Abbatantuono, Town Clerk (via email)
Tom Carey, Town Comptroller (via email)
Linda Bloomer, Town Bookkeeper (via email)
Wallace & Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)





2024 Landscape Estimate

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

Sales: Alan Lehigh
EST4996188-Town of Beekman-4 Main Street
4 Main Street Poughquag, New York 12570

Est ID: EST4996188
Date: Oct-23-2024

Email: beekmanrec@townofbeekmanny.us
Phone:

Generator Planting

\$9,618.87

Generator Planting Plan

Deliver and installing the following plants with
topsoil just for plants, and Roots PHC fertilizer.

5# Juniperis Virginanta Red Cedar - 6'-7'-(do not survive during fall planting)recommend substitute.

3# Shadblow Tsuga canadensis - 6'-7'

5# Rhododron 'Roseum Elgans 3'-4"

3# Rhododendron Cataxiense 3'-4'

7# Ilex Glabra Inkberry

Grub out bed area. Create a natural edge, install topsoil for plants only.

Removal of old debris. Then install geo fabric with pins. Then install river round stone to cover up rip rap stone.

Then install treflan pre-emergent , black mulch 2" thick.

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

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

1. Except to the extent provided by the consumer credit law or to the extent otherwise expressly provided by applicable law, it is understood and agreed that this Contract, including the specifications set forth on the reverse side of this document and terms and conditions listed below shall be binding immediately upon signing by the customer, subject to countersignature by the contractor's authorized representative.
2. In the event customer terminates this agreement without the permission of the contractor, the customer agrees to pay the contractor as liquidated damages for the breach of this agreement, a sum equal to 25% of the cash contract price, plus the reasonable value of any and all work performed as of the time and/or the reasonable value of any and all material(s) specially fabricated or ordered pursuant to the terms of this agreement. _____ INITIAL
3. If the customer fails, neglects, or refuses to make payment herein, the contractor may either cancel the unfinished portion of the contract or may proceed with the contract. The contractor's failure or omission to exercise its rights, on account of failure of the customer to make payments(s) or furnish security and/or assurances shall not be deemed any waiver of contractor's right to do at a later date.
4. The contractor agrees to complete the work as specified herein, in a good and workmanlike manner, provided, however, no claim for compensation for errors or defects in material or workmanship will be allowed unless the contractor is given immediate written notice and opportunity to investigate, inspect and/or correct the alleged errors or defects; and if such are found and are not corrected by the contractor, the compensation due to the customer, if any, shall be limited to the reasonable cost of replacing the defective workmanship or correcting the error in the materials involved. THE CONTRACTOR WILL UNDER NO CIRCUMSTANCE BE OBLIGATED OR LIABLE FOR ANY CLAIMS RESULTING FROM THE USE OF IMPROPER, DEFECTIVE AND/OR DAMAGED MATERIAL PROVIDED BY THE CUSTOMER OR FOR CONSEQUENTIAL DAMAGES; ONLY FOR THE CORRECTION OF ANY ALLEGED DEFECTS, THE CONTRACTOR MAKES NO REPRESENTATIONS(S), EXPRESS OR IMPLIED AS TO ANY PARTICULAR USE UNLESS SPECIFICALLY SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. Any materials returned at the request of the customer(s) will only be entertained by contractor upon payment of 20% handling charge and any additional labor, if any, at the contract rate provided for in this agreement, or at the contractor's actual cost, whichever is greater.
5. The contractor shall not be responsible for delays in delivery or work completion arising from causes beyond its control; but shall be responsible for reasonable diligence in completion of work to be performed. Acceptance of continued performance and/or materials shall constitute a waiver of any claim of damages on account of delay.
6. Until contractor receives payment in full, title to any materials or improvements incorporated into the land or real property of the customer shall remain with the contractor. If the customer shall become insolvent or refuses or neglect to make payment as provided herein, the contractor may at its option, without process of law, peacefully, retake possession of any and all materials wherever same may be found.
7. In the event it becomes necessary for the contractor to institute legal action or proceedings upon the default of the customer with regard to any aspect of this agreement, in addition to all other liability of the customer and to the extent permitted by law, the customer shall be obligated to pay the reasonable collection expenses and/or counsel fees of the contractor in any such action, which such fees shall not exceed 33% of the total cash contract prices set forth herein. All accounts over 30 days shall bear interest at a rate of 1 ½ % per month until paid in full.
8. Any changes and/or modifications to the work outlined in this agreement shall be deemed extras and shall be due

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

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

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

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

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

Contractor: _____
Alan Lehigh

Client: _____

Signature Date: 10/23/2024 _____

Signature Date: _____

Email: Alan@LehighLandscaping.com

DUTCHESS LAWN

Plantings

#0000348

From: Dutchess Lawns & Masonry
PO BOX 338, Lagrangeville NY 12540

Bill To: Dani Plastini
4 Main Street, Poughquag, NY,
USA

2

Amount:

\$8,982.00

Date of Issue:

10/29/2024

Expiration Date:

11/29/2024

Item	Rate (excl. tax)	Quantity	Tax	Total
Installation of plantings <ul style="list-style-type: none">• Mobilize and set up• 811 to be called before any excavation begins• Layout new landscape bed as per plan• Furnish and install topsoil and peat moss to help amend soil• Furnish and install root stabilizer to help fertilize trees and shrubs• Furnish and install 23* shrubs and trees as per plan• Furnish and install premium black or brown mulch evenly throughout new landscape bed• Clean and inspect work area	\$8,982.00	1		\$8,982.00
Subtotal				\$8,982.00
Total				\$8,982.00

Notes:

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. The total cost includes labor, taxes and materials described above. The property owner is responsible for any permit fee or building codes fees that may apply, if any. 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 during installation beyond our direct control. Dutchess Lawns will not be held responsible for damage(s) to any/all unmarked objects. Customer to provide access to electric and water supply. First payment is non-refundable, unless stated. This proposal will immediately convert to a binding contract upon customer's signature.

Accepted on:

Accepted by:

Signature:

Wappingers Falls (845) 463-0592
Croton-On-Hudson (914) 271-7996
Fax (845) 463-4596



neavegroup
outdoor solutions
www.neavegroup.com

Westchester License # WC-11097-H00
Putnam License # PC-2024
Rockland # H-11916-18-20-26
Connecticut License # 570242
NJ# 13VH07572800

3

Installation Contract

October 22, 2024

Mary Covucci
4 Main Street
Poughquag, NY 12570

Town of Beekman
4 Main Street
Poughquag, NY 12570

This agreement is between Neave Landscaping, Inc. hereinafter called "Neave" and the property owner, Mary Covucci, hereinafter called "owner". Neave hereby proposes to furnish the equipment, materials and perform the necessary labor for the completion of the following work at
4 Main Street, Poughquag, NY 12570 as per the:

Neave's terms and conditions which are incorporated by reference and binding upon the parties (attached).

The term of this agreement shall commence on or before October 17, 2024 and shall terminate at completion of the project (excluding warranties and punch list items).

Provided prices are good for 30 days from date on the contract.

Work Order Enhancement/Day - 3 Man Crew

\$8,091.00 Initial: _____

Neave will plant:

5- Juniper Virginiana Red Cedar 6'-8'

3-Amelanchier Canadensis Shadblow 6'-7'

5-Rhododendron Roseum Elegans 3'-4'

3- Rhododendron Cat Roseum Pink 3'-4'

7- Ilex Glabra Inkberry 3'-4'

Neave will cut out beds around plantings and add 3" of fresh brown mulch.

Neave will use new topsoil to plant with.

Neave will leave the area free of debris and leave the property clean.

Contract Total \$8,091.00

Sales Tax \$0.00

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: _____

Home Number: _____ Cell Number: _____

Work Number: _____ Email: _____

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 AQUIESENCE 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 CONDITONS

Mary Covucci Date: _____

Mario Colantuono Date: _____

Branch Manager
Neave Group Outdoor Solutions
Business Registration # 05384

GENERAL TERMS AND CONDITIONS

1. OWNER'S RESPONSIBILITIES.

(a) The Owner shall provide sufficient information regarding the Owner's requirements for the Project so that Neave may adequately perform its scope of Work.

(b) The Owner shall designate a representative who shall be fully acquainted with the Project and has authority to approve Change Orders, render decisions promptly and furnish information expeditiously.

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

(d) The Owner will furnish to Neave reproducible Drawings and Specifications necessary for the execution of the Work, unless otherwise specified or agreed.

(e) If the Owner becomes aware of any fault or defect in the Work or nonconformance with the Drawings and Specifications, the Owner shall give written notice thereof to Neave within forty eight (48) hours of discovery. Neave shall take immediate steps to correct such fault or defect.

(f) The Owner shall be responsible for site preparation. Neave shall receive the site at a finished grade, properly drained, and in a clean, workable condition.

(g) The Owner shall be responsible for any fees associated with obtaining the necessary zoning, building, architectural review board, variances, wet land or any other government or governing entity's approval necessary for the completion of the project. Neave will assist the owner in obtaining these permits.

(h) The Owner shall provide electricity and water for construction purposes without charge.

(i) A considerable amount of dust, dirt and other debris should be expected at the work site and surrounding areas. Neave will leave the finished work site broom clean. Neave shall not be responsible for cleaning the surrounding areas or items affected by the construction including, but not limited to, the exterior or interior of the building or home, windows, window screens, vehicles, driveways, patio areas, patio furniture, pools, outdoor play gyms or swing sets, air conditioning units, heating units, garages, or gazebos. Neave shall not be responsible for any cleaning costs incurred by Owner including, but not limited to, power washing or other cleaning service costs, or the cost for replacing filters or screens. The Owner shall be responsible for closing their windows and for the removal or protection of all items affected by the construction including, but not limited to, the items specified in this paragraph.

(j) Owner understands and agrees that any and all animals will be kept out of all work areas and all storage areas for the duration of this job. Owner will provide access to all work, and storage areas from 7:30 AM to 5:30 PM, Monday through Saturday, for the duration of the job. If at any time access to the work or storage areas is not available to Neave or Neave's crews, subcontractors, or specialty contractors due to the presence of or potential harm from the Owner's pet(s), Owner agrees to reimburse Neave for all expenses incurred for travel and lost time. Owner understands and agrees that Neave personnel, subcontractors and specialty contractors will not attempt to enter any work or storage area if Owner's animals have open access to that area.

(k) Owner Representations. Owner warrants and represents that the persons named as Owner above are the only owners of the premises where the work will be performed.

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

2. SOIL/FILL AND GRADING.

(a) Any additional soil and/or fill including labor to install, necessary for any purpose will be an additional cost to Owner unless otherwise stated in the contract.

(b) Conditions that would cause the need for fill or soil may include, but not limited to, unsuitable soil for proper plant establishment, grading, etc.

(c) Grading around construction area including access roads is the Owner's responsibility unless otherwise specified in the contract.

3. LOCATION OF UNDERGROUND UTILITIES.

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

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

4. ASSIGNMENT.

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

5. **INSURANCE.** Notwithstanding the requirements set forth in this paragraph, Neave shall maintain all requisite insurance at all times.

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

6. HAZARDOUS MATERIALS.

(a) If a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site by Neave, Neave shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Neave. The contract time shall be extended appropriately and the contract sum shall be increased in the amount of Neave's reasonable additional costs of shutdown, delay and start-up.

(b) To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Neave, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

(c) If Neave is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify Neave for all cost and expense thereby incurred, including but not limited to Neave's reasonable attorneys' fees, and all other costs incurred as part of the litigation, appeal or otherwise.

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

8. **DISCLAIMER.** The Owner understands that Neave does not purport to offer architectural and engineering services (collectively "Professional Services"). The Owner shall contract for Professional Services and the Owner shall, at its cost, defend any claims against Neave with respect to said Professional Services. The Owner shall pay, satisfy and/or discharge any judgments, orders and decrees, which may be rendered against Neave in connection with the foregoing.

9. **LIMITATION OF LIABILITY.**

(a) **YOU CAN RECOVER FROM NEAVE AND ITS AFFILIATES ONLY DIRECT DAMAGES. YOU AGREE NOT TO SEEK AND YOU SPECIFICALLY WAIVE ANY RIGHT TO RECOVER ANY OTHER LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR STATE MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES.**

(b) **NEAVE AND OWNER AGREE THAT THE CONTRACT DOES NOT INCLUDE AND NEAVE ASSUMES NO RESPONSIBILITY FOR: (i) RELOCATION OR ALTERATION OF THE EQUIPMENT; (ii) FAILURE OR DELAY IN COMPLYING WITH ANY OBLIGATIONS HEREUNDER AS A RESULT OF CAUSES BEYOND OUR CONTROL; (iii) CONSEQUENTIAL DAMAGES DUE TO THE OPERATION OR FAILURE OF THE EQUIPMENT AND ITS CONTROLS; (iv) PROBLEMS OR DEFECTS RESULTING FROM IRREGULARITIES IN ELECTRICAL POWER OR WATER PRESSURE; (v) REPAIRS NEEDED DUE TO FREEZING AND FREEZE THAW/ICE DAMMING DAMAGE; (vi) EXTRAORDINARY REPAIRS MADE**

NECESSARY BY FLOODS, FIRES, EXPLOSIONS, OR ACTS OF GOD; (vii) ELECTRICAL WIRING, DISCONNECT SWITCHES, AND WATER LINES BEYOND THE MAIN APPARATUS; (viii) REPAIRS NEEDED AS A CONSEQUENCE OF ABUSE, VANDALISM, WORK OR SERVICE PERFORMED BY OTHERS OR TAMPERING WITH THE EQUIPMENT/SUPPLIES/MATERIALS; (ix) ANY MALFUNCTION TO EXISTING SYSTEMS NOT INSTALLED BY NEAVE, OR NOT UNDER WARRANTY, INCLUDING DAMAGE UNINTENTIONALLY CAUSED BY NEAVE WHILE TROUBLESHOOTING; (x) ANY BREAKS IN IRRIGATION LINES INCURRED FROM FREEZING AND GROUND HEAVING AFTER OPENING OR WINTERIZATION; (xi) DAMAGES INCURRED BY WEATHER CONDITIONS, SNOW PLOWS, TREE ROOTS, LANDSCAPERS, OR ANY OTHER UNFORESEEN FORCE THAT IS NOT UNDER NEAVE'S CONTROL; (xii) DAMAGE TO DRIVEWAYS, WALKS, CURBS OR OTHER HARD SURFACES AS A RESULT OF HEAVY MACHINERY AND TRUCKS BEING OPERATED OR DRIVEN ON OR OVER THEM; (xiii) DAMAGES INCURRED DUE TO DRAINAGE ISSUES; OR (xiv) ANY FAILURE BY OWNER TO ABIDE BY MANUFACTURERS WARRANTIES AND/OR MANUALS OR GUIDELINES PROVIDED TO OWNER.

(c) **MAINTENANCE AND GUARANTEE AS STATED HERE DOES NOT INCLUDE ALTERATIONS NECESSITATED BY ADDITION OF TREES, PLANT GROWTH, SHRUBS, FLOWERS, FENCES, UNDERGROUND DOG FENCE, CORE AERATING, RE-GRADING, RE-LANDSCAPING, VANDALISM AND/OR MALICIOUS MISCHIEF.**

(d) **OWNER WAS ADVISED AND IS FULLY AWARE OF THE IMPORTANCE OF ALLOWING DISTURBED SOIL AREAS TO SETTLE FOR A MINIMUM OF TWELVE (12) MONTHS PRIOR TO COMMENCING HARDSCAPE CONSTRUCTION. IN THE EVENT OWNER HAS DECIDED ON THEIR OWN TO PROCEED WITH THE ABOVE-DESCRIBED CONSTRUCTION WITHOUT ALLOWING A MINIMUM OF TWELVE (12) MONTHS FOR THE GROUND TO SETTLE, OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS NEAVE OF ANY CLAIMS, DAMAGES, AND/OR LIABILITY RESULTING FROM GROUND SETTLEMENT.**

(e) **NEAVE GUARANTEES ITS WORKMANSHIP FOR THIRTY (30) DAYS UNLESS A LONGER WARRANTY IS PROVIDED FOR IN THE CONTRACT, HOWEVER, ANY QUESTIONS IN REGARD TO THE QUALITY OF THE WORKMANSHIP, OR MATERIALS MUST BE ADDRESSED IN WRITING WITHIN 21-DAYS OF WORK PERFORMED, AND ANY CLAIMS OR DISPUTES MUST BE RAISED IN ACCORDENCE WITH PARAGRAPH 18 HEREOF.**

10. **PRICING/RATES.**

(a) Price includes all materials, equipment and labor to properly install work stated above.

(b) Provided prices are good for 30 days from date on contract. If contract is signed within 30 days from the date on this contract prices will be good for one (1)-year.

(c) Calculations for design and pricing were based on field measurements, and/or provided design.

(d) Unless otherwise specified all dimensions and quantities are approximate and subject to change during construction.

11. **CHANGE IN THE WORK.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order. Change

Orders shall be deemed to be incorporated in the Contract.

(a) A Change Order shall be based upon agreement among the Owner and Neave, and

(b) Neave shall proceed promptly with a Change in the Work, unless otherwise provided in the Change Order.

(c) **CHANGE ORDER:** A Change Order is a written instrument, including writings by email and facsimile, prepared by Neave and signed or agreed to by the Owner, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the Contract Sum; and (iii) the extent of the adjustment, if any, in the Contract Time.

(d) Methods used in determining adjustments to the Contract Sum may include: (i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; and (ii) unit prices agreed upon.

(e) Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the contract sum and the construction schedule.

12. CLAIMS FOR CONCEALED OR UNKNOWN

CONDITIONS. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Drawings and/or Specification or (2) drainage issues, such conditions are considered to be a concealed contingency unless expressly written in this contract. Owner is advised and is aware that any existing drainage issues that are meant to be addressed within the construction process cannot be guaranteed to be completely resolved. Neave will do all it can *within the contracted work* to solve the issue. If additional work is required to solve the drainage issue, the Owner will be required to pay an additional fee for said work. (3) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then if they cause an increase in Neave's cost of, or time required for, performance of any part of the Work, the contract sum or contract time or both will be equitably adjusted. Owner agrees to authorize any Change Order work necessitated by concealed or unknown conditions.

13. **WARRANTIES:** The Owner shall notify Neave of any alleged defect under warranty within five (5) days of becoming aware of the alleged defect by certified mail return receipt requested. All warranties extend to the original Owner only. As a condition precedent to the effectiveness of any warranty offered, any accounts with Neave must be paid in full or current. With respect to Neave's workmanship warranties commence on the date of the final invoice. All offered warranties shall be void if damage is caused by or related to a concealed contingency. A concealed contingency may include, but is not limited to, drainage issues, excessive surface runoff, ground water, acts of God such as flooding or 25-year storm, or any other subsurface or physical condition not apparent or reasonably discoverable at the time of installation.

14. **PAYMENT TERMS.** Terms of payment for this contract are due upon receipt. Any time and materials charges billed outside of this contract are due upon receipt of invoice. A 16% APR finance charge shall be applied to accounts past due thirty (30) days or more each month until balance is paid in full. This agreement may be suspended or terminated by Neave at Neave's sole discretion if the Owner fails to make payment within five (5) days of the date received or is otherwise in breach of this agreement or any other agreement Neave has with the Owner regardless of location.

15. **TERMINATION.** Either party may cancel this contract anytime with a thirty (30) day written notice. Upon such termination, Neave shall recover (i) payments owed to Neave for the work properly performed prior to the effective date of termination (ii) items properly and timely fabricated or ordered off the Project site (iii) work performed prior to the effective date of termination will be billed at Neave's current rates (iv) all discounts applied to invoices during the term of the Contract will become due and payable, and (v) lost profits and overhead calculated as fifty percent (50%) of the total Contract amount including change orders. The Owner shall be credited for (i) payments previously made to Neave for the terminated portion of the Work, (ii) the value of the materials, supplies, equipment, or other items that have not been furnished or ordered by Neave that are part of the Contract Sum.

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

17. **CLAIMS AND DISPUTES BY OWNER.** A Claim is a demand or assertion by Owner seeking, as a matter of right, adjustment or interpretation of Contract terms, relief concerning alleged defective or incomplete work or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Neave arising out of or relating to the Contract. Claims must be initiated by the Owner by means of written notice.

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

(b) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by confidential mediation with a mediator chosen by the parties before resorting to arbitration or litigation. If successful mediation is not achieved within 30 days, the parties may then resort to arbitration or litigation.

(c) It is acknowledged that the failure to make payment by Owner to Neave as called for in the Contract is a default and that Neave may immediately seek to enforce its rights under the Contract by litigation, arbitration or otherwise without prior notice and without the necessity of proceeding with mediation.

18. COMPLETION OF WORK AND FINAL PAYMENT

(a) Final payment is due in full for the contracted Work upon receipt of invoice. Payment may not be withheld by Owner for any alleged failure to complete or perform any aspect of the Work. Should Owner feel that he/she is entitled to a credit then it shall provide to Neave, within five (5) business days of the invoice being disputed, a written notice including a detailed explanation (i) summarizing the specific work that has not been completed or is defective and referencing the specific contract provisions concerning said work; (ii) providing an estimate of the value of the

incomplete or defective work and (iii) the remedy which Owner is seeking.

(b) Title and ownership to equipment, accessories and materials, whether affixed to Owner's realty or not, shall be deemed to be personal property and remain the property of Neave until payment, according to the terms of the Contract, has been paid in full, and if said price is not paid in accordance with the Contract, Neave may without notice, enter the premises of Owner and repossess said equipment, accessories and materials and Neave will apply the reasonable value of said equipment, accessories and materials against the unpaid balance due under the Contract. Owner shall not remove the equipment, accessories or materials or any part thereof from the Owner's premises without written consent from Neave during the period of indebtedness. All manufacturers' warranty booklets will be given to Owner after last payment has been received.

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

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

21. STATUTE OF LIMITATIONS. To the extent permitted by applicable law, Owner agrees that any claim or lawsuit arising under or related to this agreement shall be filed no more than two (2) years from the date when the claim accrues. Claims shall accrue on the date of the performance of the work giving rise to such claim. Claims shall accrue for purposes of pool installations on the date when the pool first holds water and claims shall accrue for all other purposes on the date of the performance of the work giving rise to such claim. Owner waives any statute of limitations to the contrary.

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

23. PARAGRAPH HEADINGS. The descriptive headings contained in this Agreement are for convenience only and shall not be used as an indication of the meaning of any provisions therein.

24. MISCELLANEOUS

(a) In the event Neave must enforce the provisions hereof, whether through mediation, arbitration or litigation it shall be entitled to be reimbursed by the Owner for all costs incurred including, but not limited to, reasonable attorney's fees, filing fees, expert witness fees, stenographic fees, etc.

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

(c) Materials furnished under this agreement shall be deemed specially manufactured goods that cannot be returned and must be paid in full by Owner prior to being ordered. Notwithstanding the above, Neave may, in its sole discretion, accept the return of certain materials subject to a fifteen percent (15%) restocking fee.

(d) If any provision of this Agreement is found to be invalid, though such provision shall be stricken, the rest and remainder of this Agreement shall not be stricken and shall remain in full force and effect.

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

(f)

25. CONTRACT MODIFICATIONS Customer acknowledges that the included terms and conditions shall be considered material terms of the Contract being entered into. Customer further acknowledges that any modifications to the terms and conditions shall be void and shall not bind Neave unless the Contract and/or any riders thereto are executed by an officer of Neave.

26. INDEMNIFICATION. Owner must defend, indemnify and hold harmless Neave, its affiliates and subsidiaries, and their respective officers, directors, agents and employees (the "Indemnified Parties") from any claim, loss, cost, damage, expense and liability (a "Claim"), including reasonable attorney's fees (whether or not a lawsuit has been filed) and any court costs, by reason of damage or loss, including personal injury, of any nature, from or connected with Owner's acts, omissions or the condition of Owner's property, even where negligence of an Indemnified Party is alleged, except to the extent that the loss, costs, damage, expense or liability is proximately caused by the negligence of an Indemnified Party. The amount of any contribution will be calculated by applying principles of comparative negligence where a Claim was jointly caused by Owner's negligence and by Neave's negligence. Owner must reimburse Neave for all amounts it reasonably spends, including attorneys' fees and court costs, to protect the Indemnified Parties from or to remedy, Owner's defaults under this Agreement. Neave will have the sole and exclusive control (including the right to be represented by attorneys of its choosing) over the defense of any Claims against an Indemnified Party and over their settlement, compromise or other disposition.

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

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



neavegroup
outdoor solutions
www.neavegroup.com

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

EXHIBIT "A": Notice of Cancellation
Contract Name: Planting Town Hall 2024

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

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

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

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

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

Customer Acknowledgement: I hereby cancel this transaction.

Buyer's Name: _____ Buyer's Signature: _____ Date: _____

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

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



neavegroup
outdoor solutions
www.neavegroup.com

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

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

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

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

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

Customer Acknowledgement: I hereby cancel this transaction.

Buyer's Name: _____ Buyer's Signature: _____ Date: _____



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

October 31, 2024

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

Re: Dover Ridge Estates Water System – Hydropneumatic Tank Abandonment & Wall Repairs
Contractor Request for Payment #1 - FINAL

Dear Supervisor Covucci and Members of the Town Board:

Hudson Land Design (HLD) is in receipt of Invoice 10370 dated October 17, 2024 from WCC Tank Technology, Inc. requesting final payment, covering the period of October 15, 2024 through October 17, 2024, with a total completed value of \$27,200.00 (see attached). HLD has reviewed the request and agrees with the quantity of work completed. After our observation on October 17, 2024 and review of pictures provided by the contractor, HLD also certifies that the completed works associated with the contract have been substantially completed and are acceptable. Therefore, we suggest that the Town Board authorize payment to WCC Tank Technology, Inc. in the amount of \$27,200.00 in order to satisfy Invoice 10370.

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)
Wallace & Wallace, Town Attorney (via email)
Michael A. Bodendorf, P.E. (HLD file)

enc: Invoice 10370
Voucher
Certified Payroll
Final Lien Release
Certification Letter to Dutchess County Department of Behavioral and Community Health

WCC Tank Technology Inc

PO BOX 398
Montgomery, NY 12549

Invoice

Date	Invoice #
10/17/2024	10370

Bill To
Town of Beekman 4 Main Street Poughquag, NY 12570

Job Site
Dover Ridge Estates Stowe Road Beekman, NY

P.O. No.	Date Completed	Terms
RDP 2024:0829	10/17/24	Net 15 Days

Quantity	Description	Rate	Amount
1	As per agreed price to abandon hydropneumatic tank. Backfill excavation, topsoil, seed and mulch, and repoint interior CMU block along pump house rear wall.	27,200.00	27,200.00
		Subtotal	\$27,200.00
		Sales Tax (8.125%)	\$0.00
		Total	\$27,200.00
		Payments/Credits	\$0.00
* Testing * Lining * Coating * Abandonment *		Balance Due	\$27,200.00
Phone #	Fax #	Invoices not paid within terms will incur interest at 18% annum. 3% surcharge for use of credit card payment will be applied.	
845-564-9555	845-564-6723	E-mail info@wccetank.com	

VOUCHER

Town of Beekman
4 Main Street
Poughquag, NY 12570

Voucher
Number _____

Date Received _____

Dept. _____

Claimants
Name &
Address

WCC Tank Technology, Inc.
PO Box 398
Montgomery, NY 12549

Fund-Appropriation	Amount
	\$ 27,200.00
Total	\$ 27,200.00

Detailed invoices may be attached and total entered on this voucher.
Certification below must be signed.

INVOICE DATE	INVOICE #	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
10/17/2024	Pay App 1	Town of Beekman Dover Ridge Estates Water System Hydropneumatic Tank Abandonment and Wall Repair Project 9/25/2024 through 10/17/2024		\$ 27,200.00
		Total		\$27,200.00

CLAIMANT'S CERTIFICATION

I, Carlin Hogan, certify that the above account in the amount of \$27,200.00 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.

10/24/2024
Date

Carlin Hogan
Signature

Treasurer
Title

Department Approval

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

Date

Authorized Official

Print Name of Authorized Official

Approval for Payment

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

Date

Auditing Board

Date October 21, 2024

I, Caitlin Hogan (Name of Signatory Party) Treasurer (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

WCC Tank Technology, Inc (Contractor or Subcontractor) on the

Town of Beekman Dover Ridge Estates tank abandonment : that during the payroll period commencing on the

14 day of October, 2024, and ending the 20 day of October, 2024,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

WCC Tank Technology, Inc (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 567, 76 Stat. 357, 40 U.S.C.), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

☒ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.


☐ (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
Caitlin Hogan, Treasurer	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

CONTRACTOR/SUBCONTRACTOR FINAL RELEASE AND LIEN WAIVER

Date:	October 17, 2024	Contract Date:	September 25, 2024
Project:	DREWS – Hydropneumatic Tank Abandonment & Wall Repair Project	Contract Price:	\$27,200.00
Address:	Stowe Drive	Net Extras & Deductions:	\$0.00
City:	Poughquag, New York	Adjusted Contract Price:	\$27,200.00
County:	Dutchess	Amount Previously Paid:	\$0
State:	New York	Current Payment Due:	\$27,200.00
Owner:	Town of Beekman	Balance Due:	\$0.00
Contractor:	WCC Tank Technology, Inc.		

In the consideration of payment made by TOWN OF BEEKMAN to WCC Tank Technology, Inc. for all work, labor, materials, equipment and services furnished through the period ending October 17, 2024 and pursuant to Payment Application #1 (FINAL) in connection with the project named above.

The UNDERSIGNED hereby releases the Owner listed above, through the date of this Final 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 Final Release and Waiver of Lien.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Final Release and Lien Waiver this 24 day of October, 2024.

CONTRACTOR/SUBCONTRACTOR:

Signature: [Signature]

Print Name: Ira D Conklin III

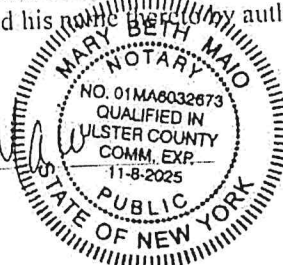
Title: Vice President

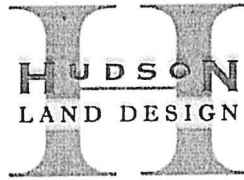
STATE OF NEW YORK)

ss.:COUNTY OF Orange

On this 24th day of October, 2024, before me personally came Ira Conklin, to me known, who, being by me duly sworn, did depose and say that he/she resides at 81 Ringierd Monticue Ave NY that he/she is the VP of WCC Tank Technology, Inc., the corporation described in and which executed the foregoing Final Release and Lien Waiver, and that he/she signed his name with authority of the Board of Directors of the corporation.

Notary Public





Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508 (Main Office and Mailing Address)
13 Chambers Street, Newburgh, New York 12550 (Satellite Office)
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com

October 31, 2024

Mr. Daniel J. Keeler, P.E.
Senior Public Health Engineer
Dutchess County Department of Behavioral and Community Health
85 Civic Center Plaza, Suite 106
Poughkeepsie, NY 12601

Re: Dover Ridge Estates Public Water System (Federal ID 1302804)
Hydropneumatic Tank Abandonment & Wall Repair Project
Town of Beekman, New York
Tax ID #02-6859-02-514539

Sent via email: dkeeler@dutchessny.gov

Dear Mr. Keeler:

Pursuant to comment #3 of your inspection letter dated August 29, 2024, please accept this letter as certification that the hydropneumatic tank has been abandoned in place by filling with 2.8 density urethane foam. The two tank penetrations for access have been replaced, backfilled, and seeded to re-establish vegetation. Further, it is noted that the concrete masonry unit walls have been repointed within the pump house. The work was completed on or around October 17, 2024 by WCC Tank Technology, Inc.

For the record, the tank was physically disconnected from the system during the Water System Improvements project in 2020. Further, it is noted that WCC stated that the tank was in good structural condition.

Mr. Daniel J. Keeler, P.E.
Dover Ridge Estates Water System
October 31, 2024

Please feel free to call my direct line at (845) 765-8955 if you have any questions.

Sincerely,



Daniel G. Koehler, P.E.
Principal

cc: Town Board (via email)
Tyler Post, VRI (via email: tylerp@vri-usa.com)
Michael A. Bodendorf, P.E. (HLD file)

AMENDMENT AND EXTENSION TO THE
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the **TOWN OF BEEKMAN**, a municipal corporation, whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee, to "upon the request of any Municipality, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature", and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any Municipality, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, and

WHEREAS, the Municipality has requested that the County of Dutchess assist it with central purchasing services, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the Municipality of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, this Amendment and Extension to the Intermunicipal Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County with central purchasing services,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. The paragraph entitled "Scope of Services" shall provide as follows:

The County agrees to furnish the Municipality with central purchasing services as set forth on the Scope of Services attached hereto as Exhibit "A-1" and made a part of this Amendment and Extension Agreement.

2. The paragraph entitled "Term of Agreement" shall provide as follows:

This Amendment and Extension Agreement shall be effective November 1, 2024 and shall terminate on October 31, 2025, unless otherwise terminated as set forth herein.

3. The paragraph entitled "Payment" shall provide as follows:

As full and complete consideration for the services so rendered, the Municipality shall pay to the County SIXTY and 00/100 DOLLARS per hour with a minimum of one (1) hour and thereafter, may be prorated in increments of fifteen (15) minutes, if applicable, per the Scope of Services attached hereto as Exhibit "A-1".

4. All other terms and conditions of the underlying Agreement and any amendment thereto not expressly amended or altered by this Amendment and Extension to the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2024.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

TOWN OF BEEKMAN:

Central Services

BY: _____
Mary Covucci, Supervisor

Scope of Service

Project Description:

Provide procurement assistance to municipalities as follows:

- Clerical Services (follow up and organization)
- Assist in the development of bid specifications
- Provide professional opinion and research related to bid proposals
- Single point of contact for all related questions regarding bids
- Post all bids on the Empire State Purchasing Group web portal through BidNet
- Post all addenda and questions regarding bids
- Provide information as to the number downloads etc.
- Bid proposals would be opened by the municipality
- Provide assistance in reviewing the bid responses and the tabulation of results
- Municipality would make the award.
- Provide guidance and assistance during the RFP evaluation phase
- Provide the evaluation criteria spreadsheet for RFP's
- Act as a coordinator for the opportunity to conduct cooperative purchasing.
- Contact municipalities as to the availability to participate in County cooperative purchasing opportunities. This will provide increased savings for commodities and services due to bulk purchasing.
- Coordinate cooperative purchasing opportunities among the municipalities.
- Assist in research regarding the opportunity to piggyback off other municipal bids and RFP's providing administrative savings
- Provide advice and assistance as to the opportunity to purchase off State Contract.

**bids also refers to Request for Proposals & Quotes

**Project Cost is \$60 per hour, with a minimum of one hour and thereafter,
may be prorated in increments of fifteen minutes.**



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 - Fax (914) 232-1802 - www.sporttechconstruction.com

Dani Plastini Recreation Director
Town of Beekman
29 Recreation Center Road
Hopewell Junction, NY 12533
Phone# 845 227-5783
recdirector@townofbeekmanny.us

Date 09/30/24

We appreciate the opportunity to submit the following proposal for the Repairs and Resurfacing of TOWN PARK BASKETBALL COMPLEX

SOURCEWELL COOPERATIVE CONTRACT # 031622-AST SOURCEWELL ID# 120078

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

CRACK REPAIR & RESURFACING OF TWO (2) ALL-WEATHER BASKETBALL COURT(S) - Total area comprises approximately (805) Square Yards.

1. LOW SPOT / BIRD BATH REPAIR - After all low spots/birdbaths have been identified by the owner and agreed upon mutually, level and fill with ACRYLIC CRACK AND LEVELING BINDER PATCH. (Note: Total water removal is not always attainable and not guaranteed).
2. CRACK REPAIR - Rout, air blow and clean ALL existing structural cracks. Fill to refusal with LAYKOLD ACRYLIC CRACK AND LEVELING BINDER. Multiple applications may be necessary. Structural cracks cannot be repaired permanently with surface procedures; therefore, Sport-Tech Acrylics Corp. cannot guarantee these repairs.
3. ARMOR CRACK REPAIR SYSTEM - Overlay all Large structural crack repairs with ARMOR CRACK REPAIR SYSTEM.
4. ARMOR YELLOW MESH- Furnish and Install the ARMOR YELLOW FIBERGLASS MESH overlay system directly over the ENTIRE court area as per manufacturer's specifications.
5. LAYKOLD ACRYLIC RESURFACER - Furnish and apply (2) coat(s) of LAYKOLD ACRYLIC RESURFACER to entire court area.
6. LAYKOLD ACRYLIC FILLER - Furnish and apply (2) coat(s) of fully pigmented LAYKOLD ACRYLIC FILLER. Colors to be (Medium Green) inbound and (Dark Blue) keys.
7. LINE STRIPING- Layout and hand paint (2) set(s) of regulation basketball playing lines per AMERICAN SPORTS BUILDERS ASSOCIATION (ASBA) specifications using LAYKOLD ACRYLIC TEXTURED WHITE LINE PAINT.
8. CLEAN UP - Clean up general work area.
9. INCLUSION PROVISIONS - Price does include materials, expenses, prevailing wage labor, freight, taxes, liability insurances and state required worker's compensation.
10. EXCLUSION PROVISIONS - Price does not include the cost of bonds, contract specific insurance riders, surveys, in-ground equipment, jobsite security, temporary fencing and permits.
- 11: Proposal submitted by Michael Edgerton - President, SPORT-TECH ACRYLICS CORP. (CTCB - Certified Tennis Court Builder).

* NOTE: ALL COLOR WORK AND MATERIALS ARE GUARANTEED FOR ONE YEAR, EXCEPT CRACK REPAIRS IF ARMOR IS NOT USED *

TOTAL ESTIMATE:

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL -Thirty-Four Thousand Nine Hundred Fifty DOLLARS\$34,950.00

Thank you for the opportunity to quote this project for you. We look forward to hearing from you soon. If you have any questions, please don't hesitate to call me at (914) 260-8475.

Sincerely,

Michael Edgerton, President
CTCB
Sport-Tech Acrylics Corp.



CAPPILLINO, ROTHSCHILD & EGAN LLP

ATTORNEYS AT LAW

SEVEN BROAD STREET

P. O. BOX 390

PAWLING, NEW YORK 12564-0390

TELEPHONE (845) 855-5444

TELECOPIER (845) 855-5895

DONALD CAPPILLINO
JEFFREY ROTHSCHILD*
SHANE J. EGAN
ELIZABETH A. CAPPILLINO**

ROBERT J. MARVIN, JR.
OF COUNSEL

*ALSO ADMITTED IN CT
**ALSO ADMITTED IN CO

POUGHKEEPSIE OFFICE

109 MILL STREET
POUGHKEEPSIE, NEW YORK 12601
(845) 471-5535

PLEASE ADDRESS ALL REPLIES TO THE
PAWLING OFFICE

REGINA M. WEXLER
HEIDI M. LOIODICE
JENNA L. JONES
PARALEGALS

October 15, 2024

Via E-Mail

Town Planning Board
Attention: John Frustace, Chairman
4 Main Street
Poughquag, New York 12570

Re: Beekman, Town of – Clove Meadows Subdivision
Our File Nos. 17513

Dear Chairman Frustace:

I write to formalize the basis on which our office has been retained to represent the Town of Beekman Planning Board.

SERVICES TO BE PERFORMED

You have engaged the law firm of Cappillino, Rothschild & Egan LLP to act as Special Counsel to the Planning Board.

STAFF PROVIDING SERVICES

The members of my staff who may provide services during the course of this action are: Donald Cappillino, partner; Jeffrey Rothschild; partner; Shane J. Egan, partner; Elizabeth A. Cappillino, associate attorney; Robert J. Marvin, Jr., of counsel; Nicholas P. Moustakas, law clerk (pending admission to New York State Bar); Regina Wexler, paralegal; Jenna L. Jones, paralegal; Grace McCormack, paralegal; Heidi M. Loiodice, paralegal; Revathi Alampur, paralegal and Jacqueline Hughes, legal assistant.

COMMUNICATIONS

We will keep in contact with you to try to make certain that you are as fully informed as possible. We will send you copies of all pertinent correspondence, documents, maps, reports, and other

John Frustace, Chairman
Town Planning Board
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materials that we prepare or that we receive in connection with the case. You are encouraged to call the office to inquire about the status of the case, and I will answer the calls as timely as possible.

YOUR OBLIGATIONS

You are to provide me with as complete and accurate information surrounding all matters herein. If you discover information pertinent to the matter you have not previously informed me of, you must do so as soon as possible. Failure to disclose information to me will hinder my representing you to the fullest extent possible. All information you provide to me is the basis of my representation of you.

There are matters that must be decided by the client. As stated above, they will be discussed with you, and we will not take any action without your input.

FEES AND DISBURSEMENTS

The fees for the attorneys are charged on an hourly basis. Our firm bills in six-minute increments. By your signature below on this letter, you acknowledge that our fees are reasonable for the services being rendered.

The hourly rates for the members of the staff are as follows:

<u>Staff Member</u>	<u>Hourly Rate</u>
Donald Cappillino	\$215.00
Jeffrey Rothschild	\$215.00
Shane J. Egan	\$215.00
Elizabeth A. Cappillino	\$215.00
Robert J. Marvin	\$215.00
Nicholas P. Moustakas	\$100.00 ¹
Paralegals/ Legal Assistants	\$100.00

In the event the hourly rates are going to be changed, you will be provided with an amendment to this engagement letter.

Travel time is charged at the regular hourly rate for the person traveling. The travel time is calculated based on the time it would take for the person to arrive at the destination from the office and uses the office's standard six-minute increments.

¹ Nicholas P. Moustakas is pending admissions to New York State Bar once admitted his hour rate shall be \$215.00.

John Frustace, Chairman
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You will also be billed for disbursements. Disbursements include but are not limited to the following: filing fees, messenger service, transcripts of proceedings, computerized legal research and other expenses which are billed at the same rate as the service is rendered to me, and any possible experts which may be required. No expert will be hired without discussing the necessity of the expert with you. We do not bill for expenses such as regular postage, domestic long-distance telephone calls, regular copying machine use, and other costs which are incidental to the operation of an office.

You shall receive a monthly itemized statement and you agree to settle these charges within thirty (30) days or if you fail or refuse to make arrangements to pay such statements that are satisfactory to this office, you agree that this office may withdraw from any further representation of you in this matter. The statements will show the work performed, the date the work was performed, who performed the work, the time spent working on the task and the total fee for that task. In addition, any out-of-pocket disbursements will also be shown on the statement. If you are unable to pay the entire amount of the statement, you should discuss this with the office and mutually satisfactory arrangements can be made. You may be asked to pay a lump sum if deemed necessary by the office. You may not be charged for time spent in discussion of the statements received.

If your bill remains unpaid for thirty (30) days, this office reserves the right to charge you interest on the unpaid balance. The currently yearly interest rate is eighteen percent (18%) which is one and one-half percent (1.5%) per month on your unpaid balance.

If you fail to pay this office as provided in this agreement, we have the right to seek a charging lien from the Court, entitling us to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

DISPUTE RESOLUTION

If you have any disputes during my representation of you in this case, whether involving the actual representation or any fees you do not agree with, discuss them with me immediately. You will not be charged to discuss any disputes.

In the event of a fee dispute between our firm and you, we each agree to resolve the dispute by arbitration in accordance with Part 137 of the Rules of the Chief Administrator (22 N.Y.C.R.R. §137), a copy of which is enclosed and made a part of this Agreement. You and we agree that the decision rendered in such arbitration shall be final, binding and not subject to review.

John Frustace, Chairman
Town Planning Board
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October 15, 2024

TERMINATION OF EMPLOYMENT

You may terminate our engagement at any time for any reason, or for no reason. Should you elect to terminate our representation of you, we request that you furnish us with written notice. Our representation will terminate upon receipt of that notice. Termination of our services will not affect the responsibility to pay for legal services rendered and all disbursements incurred through the date of termination. We will return all papers and property upon the termination of our engagement and payment of our final bill. We will, however, retain our own files.

We may terminate this agreement if you fail to comply with the terms and conditions thereof, by notifying you in writing of such termination. In the event of such termination, you shall pay this office for all fees earned by us up to the time of termination and all out-of-pocket disbursements incurred by us up to the time of such termination in connection with the purchase of the subject property.

YOUR CONSENT

Please read this letter agreement very carefully, discuss it with anyone else you choose, and call me if you have any questions about it. This engagement letter is a binding legal agreement. Otherwise, if it meets with your approval, please sign and date return it to me by electronic mail. An electronic copy bearing your signature shall be deemed an original. Please retain the original for your files. Significant work cannot be commenced on your matter until we receive the letter with your original signature.

[SPACE INTENTIONALLY LEFT BLANK]

John Frustace, Chairman
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October 15, 2024

FILE RETENTION

Please note that the information retained in our file will be available to you for ten (10) years from the date this file is closed. After that, the information in that file will be destroyed in accordance with our office policy regarding file retention. If you require the contents of the file at any time, it is your obligation to request a copy of the file information in writing.

We appreciate the confidence you are reposing in us and look forward to serving you. However, we cannot give you any guarantee as to the outcome of this matter.

Very truly yours,

CAPPILLINO, ROTHSCHILD & EGAN LLP

By: 

Shang J. Egan, Esq

I have read the above letter, and
agree to and accept its terms this
day of , 2024.

John Frustace, Chairman

Shane J. Egan

14 Bobrick Road, Poughkeepsie, NY ■ 845.616.9477
shanejegan@gmail.com

Cappillino, Rothschild & Egan LLP, Pawling, NY

Partner, January 2019 – Present / *Associate*, November 2011 – December 2018 / *Summer Associate*, 2007, 2008 & 2009

- Providing legal representation to municipal, business, and individual clients.
- Handling civil matters from commencement through appeal in all areas of civil practice including but not limited to trust and estates, guardianships, matrimonial and family law, tax certiorari and Article 78 proceedings.
- Providing legal counsel to municipal clients by acting as Town Attorney and Special Prosecutor.
- Advising clients on environmental law, land use planning and zoning matters.
- Representing Petitioners and Respondents in all phases of Article 7 tax certiorari litigation.
- Representing both buyers and sellers in all phases of real property transactions.
- Negotiating and drafting contractual agreements including commercial and residential leases.
- Advising developers on the offering of real estate securities to ensure regulatory and disclosure compliance.

Dutchess Community College, Poughkeepsie, NY

Adjunct Professor, August 2014 – May 2020

- Taught courses in business law and U.S. government.
- Created case-based learning modules, online course material and power point presentations.

New York Power Authority (NYPA), Albany, NY

Attorney, September 2010 – November 2011 / *Legal Intern*, May 2009 – April 2010

- Represented NYPA in administrative proceedings before the New York State Public Service Commission (PSC), including preparing interrogatories and expert testimony.
- Assisted in the preparation of financial documents including bond issuance official statements, commercial paper offering memorandum, and various continuing disclosure documents.
- Advised NYPA staff on issues associated with the State Administrative Procedure Act (SAPA).
- Drafted policy memorandum to senior management on pending state legislation.

The Honorable Michael C. Lynch, New York State Supreme Court, Third Judicial District – Albany, NY

Law Clerk, January 2009 – May 2009

- Drafted decisions in civil litigation involving administrative and constitutional law.
- Performed legal research to identify relevant case and statutory law.

Pace Law School – Environmental Litigation Clinic, White Plains, NY

Summer Legal Fellow (competitive application process), May 2006 – August 2006

- Performed legal research for litigation involving the Federal Clean Air and Clean Water Acts.

Education

Albany Law School of Union University, Albany, NY

Juris Doctor, May 2010

- *cum laude* (GPA 3.42) – Rank: Top 17%
- *Senior Editor*: ALBANY GOVERNMENT LAW REVIEW
- Winner of the American Bar Association State and Local Government Law Section Prize

Siena College, Loudonville, NY

B.A., Political Science, Minor: Economics, May 2007

- *magna cum laude* (GPA: 3.62)

Community Involvement & Awards

- Dutchess Outreach, *Board of Directors*, 2017 – 2023.
- City of Poughkeepsie, Historic District & Landmark Preservation Commission, *Commissioner*, 2014 – 2016.
- Our Lady of Mount Carmel Parish (Poughkeepsie), *President, Parish Counsel*, 2015 – 2018.
- Amee VanTassell Outstanding Young Lawyer Award, Dutchess County Bar Association, 2016 Recipient.
- Forty Under 40 Mover and Shaker Award, Dutchess County Regional Chamber of Commerce, 2018 Recipient.

Computer Skills:

- Westlaw, LexisNexis, Clio, Amicus Attorney, Legislative Retrieval System, Word and Power Point.

CAPPILLINO, ROTHSCHILD & EGAN LLP

Seven Broad Street
P.O. Box 390
Pawling, New York 12564-0390
Telephone (845) 855-5444
Telecopier (845) 855-5895

Poughkeepsie, New York office: 109 Mill Street, Poughkeepsie, New York 12601.
Telephone (845) 471-5535, Telecopier (845) 471-3495

Municipal Representation and Experience: Our firm has handled all aspects of municipal law, including acting as a Town Special Prosecutor and Town Attorney.

ATTORNEYS

DONALD CAPPILLINO, born Poughkeepsie, New York, October 28, 1951; admitted to bar, 1977, New York, U.S. District Court, Northern, Southern and Eastern Districts of New York and U.S. Supreme Court. *Education:* Marist College (B.A., 1973); Albany Law School (J.D., 1976). Assistant County Attorney, Dutchess County, 1977-1978. Senior Assistant County Attorney, Dutchess County, 1978-1979. Chief Assistant County Attorney, Dutchess County, 1979-1980. Town Attorney, Town of Hyde Park, 1986-1987. Attorney, Pawling Joint Fire District, 1983-present. Town Attorney, Town of Clinton, 2003-present. Counsel, Dutchess County Industrial Development Agency and Dutchess County Local Development Corporation. President, Young Lawyers Section, Dutchess County Bar Association, 1979-1980. Instructor, Town and Village Justice Continuing Judicial Education Program, 1989-1991. Member, Board of Directors, Dutchess County Mental Health Association, 1991-1993. *Member:* Dutchess County (Chairman, Grievance Committee, 1998-2013; Governor's Judicial Screening Committee), New York State (Member, Sections on: Municipal Law; Real Property Law; Trusts and Estates; General Practice), American Bar Associations; New York State Trial Lawyers Association; National Association of Bond Attorneys. *E-mail:* dc@cappillino.com

JEFFREY ROTHSCHILD, born Wilkes-Barre, Pennsylvania, February 15, 1964; admitted to bar, 1989, New York; 2013, Connecticut. *Education:* University of Pittsburgh (B.A., 1986); St. John's University (J.D., 1989). Attorney, Lake Carmel Fire Department, Inc.; Putnam Valley Volunteer Fire Department, Inc.; Pawling Fire District; Pawling Joint Fire District and the Board of Fire Commissioners; Union Vale Fire District; Town Attorney, Town of Clinton, 2003-present. Special Prosecutor, Town of Clinton 2009-present. *Member:* Dutchess County, New York State and American Bar Associations. *E-mail:* jr@cappillino.com

SHANE J. EGAN, born Poughkeepsie, New York, January 21, 1985; admitted to bar, 2011, New York and U.S. District Court, Northern District of New York. *Education:* Siena College (B.A., 2007); Albany Law School of Union University (J.D., 2010). Town Attorney, Town of Clinton, 2011-present. Special Prosecutor, Town of Clinton 2011-present. Special Prosecutor, Town of Pawling 2015-present. Special Counsel, Town of Amenia 2019-present. Attorney, New York Power Authority (NYPA), 2010-2011. *Member:* Dutchess County, New York State and American Bar Associations. *E-mail:* se@cappillino.com

ELIZABETH A. CAPPILLINO, born Poughkeepsie, New York; admitted to bar, 2014, Colorado, 2017, New York. *Education:* State University at New Paltz (B.A., 2010); Albany Law School of Union University (J.D., 2014). Special Prosecutor, Town of Clinton 2011-present. Special Prosecutor, Town of Pawling 2015-present. Counsel, Dutchess County Industrial Development Agency and Dutchess County Local Development Corporation 2017-present. *Member:* Dutchess County, New York State and American Bar Associations. *E-mail:* ec@cappillino.com

INTERMUNICIPAL
AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County") and the **TOWN OF BEEKMAN**, a municipal corporation, whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, in 1992, pursuant to General Municipal Law Article 5-G, the parties herein entered into a joint project to construct a sand/salt storage and handling facility (the "Salt Shed") to serve as a storage and distribution center for salt, sand, and the like, and successor materials for use in snow and ice control and related operations for the benefit of both parties, and

WHEREAS, the parties achieved significant cost savings by constructing a single structure with a shared service area to provide for the individual needs of each party, and

WHEREAS, the Salt Shed was constructed at the Town Hall/Highway complex located in the Poughquag Hamlet area of the Town of Beekman, and

WHEREAS, sometime after October 30th, 2012, the Town with the County's approval, constructed an addition to the Salt Shed, solely for use by the Town, and said addition, and the entrance and staging area for same is not considered a part of the Salt Shed under this Agreement, and

WHEREAS, the Salt Shed is now more than thirty (30) years old, and is in need of various repairs/improvements, and

WHEREAS, the parties wish to enter into a new joint project and lease agreement to allow for such repairs/improvements to be made to the Salt Shed (the "Joint Project") in 2025, with the parties sharing in the cost of same, and for the continued use and maintenance of same by the parties for a ten (10) year period under the terms and conditions herein (the "Agreement"), and

WHEREAS, by Resolution No. _____, the Dutchess County Legislature has authorized the County Executive, or her designee, to enter into an agreement with the Town, and

WHEREAS, by Resolution No. _____, the Town of Beekman _____ has authorized the Town Supervisor, or her designee, to enter into an agreement with the County, and
NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF JOINT PROJECT. The County and Town have inspected the current state of the Salt Shed and have identified and agreed upon a list of repairs/improvements necessary to return the Salt Shed to a state of good repair. Said list of repairs/improvements, including cost estimates for same, is attached hereto, and made a part hereof as Exhibit "A".

2. LOCATION OF JOINT PROJECT. The facility which is the subject of the Joint Project is located on approximately two acres at the Town Hall/Highway Complex (Town Complex) located at CR7/Beekman Poughquag Road, (Grid Nos. 02-6758-12-807742, 02-6758-12-769727, 02-6758-12-836750, 02-6758-12-840735) and consists of a shared access and staging area and a structure of approximately 16,640 square feet which is divided by a common wall and equally shared by the parties. The Salt Shed shall continue to be used as a storage and distribution center for salt, sand, and the like and successor materials for use in snow and ice control and related operations as well as such other County uses as may ultimately be appropriate. The County shall have the right of ingress and egress to the facility over and across the Town Complex and each party shall have exclusive use of its own portion of the structure and use in common of the staging area, all as shown and more particularly described in Exhibit "B", attached hereto and made a part hereof.

3. LEASE TO COUNTY. The Town demises and leases to the County and the County leases from the Town the portion of the facility as set forth in paragraph "2" above for an initial term of ten (10) years measured from the date of this Agreement.

4. RENT. Since the parties shared equally in the capital costs of the original design and construction of the Salt Shed, are sharing equally in the construction costs of this Joint Project, and the County has agreed to pay the "soft costs" associated with this Joint Project estimated at TWENTY-SEVEN THOUSAND SEVEN HUNDRED (\$27,700) DOLLARS, the County shall have no further obligation to make any payments to the Town for the use and occupancy of the facility and appurtenances, nor the staging area which it shall use in common with the Town.

5. OPTION TO RENEW. Upon expiration of the initial ten (10) year term, the County shall have the right to renew this Agreement for two (2) separate periods of five (5) years upon the same terms and conditions as set forth herein, however, that at least ninety (90) days prior to the expiration of the initial term or any extension herein granted, the County shall give written notice to the Town of its intent to renew.

6. ESTIMATED COST OF JOINT PROJECT. All actual Joint Project repair/maintenance upgrade costs shall be shared equally by the parties, except to the extent that any costs are the result of the negligence of either party, or as otherwise specifically provided herein. The Joint Project construction costs shall include, but not be limited to, construction and related services, and other miscellaneous items related to the agreed upon repairs/improvements. The parties estimate that the total cost of the Joint Project shall not exceed FOUR HUNDRED SIXTY THOUSAND (\$460,000) DOLLARS. (See Exhibit "A" for breakdown of estimates).

7. COSTS IN EXCESS OF ESTIMATE. If the total actual construction costs of the Joint Project are within 10% of the above estimates, the parties agree to share the total Joint Project construction costs equally. If the actual costs exceed the above estimate by more than 10%, the parties shall make a good faith effort to negotiate how such excess costs will be paid.

8. SALT SHED MAINTENANCE. The parties currently occupy the subject salt shed and shall continue to do so during the period of the repairs/improvements. After completion of the Joint Project, the Town and the County shall share equally in the maintenance of the Salt Shed facility, in its entirety, and keep same in good condition, including the interior space occupied exclusively by the County, the staging area, access ways, roof, walls, liner containment system, and all of the facilities systems and components. The Town and the County shall perform two (2) assessments each year, one in the spring and one in the fall, during the term of this Agreement and any extension of same to determine if any maintenance, repair or replacement is necessary to keep the Salt Shed in good working order. If the parties agree that certain maintenance, repair or replacement is necessary, the Town and the County shall identify same and determine how such work shall be accomplished and funded before any work is undertaken. Unless the parties agree that the Town should be responsible for procuring any identified work, the County shall be responsible for same. In the event of a dispute between the parties relating to this Section 8, and specifically as to what maintenance, repair or replacement is necessary to keep the Salt Shed in good working order, the County, in its sole discretion, shall make the final decision. All decisions made at County's discretion in accordance with Paragraph 8 shall be made in good faith and based upon reasonable commercial standards. Additionally, in the event of a dispute whereby the County determines certain work is not required as provided for herein, the Town may elect to perform the work unilaterally at its own expense. Such unilateral performance of repair or capital work by one party shall not otherwise affect or alter the other party's rights under this Agreement. Damages that are the result of the negligence of any individual party shall be repaired by that party at its sole expense. The Town shall ensure the facility is and continues to be in compliance with any and all applicable federal, state or local laws, rules, or regulations from and after initial occupancy including, but not limited to the Americans with Disabilities Act and Occupational Safety and Health Act.

Additionally, should either party become aware of any maintenance or repair issue not identified during either of the two (2) yearly scheduled assessments, that party shall notify the other in accordance with Section 12 herein at its earliest possible convenience.

9. MUTUAL INDEMNIFICATION BETWEEN THE PARTIES.

The parties shall indemnify and hold harmless one another from and against all costs, expenses, payments, charges, losses, demands, liabilities, actions, civil proceedings, penalties, fines, damages, judgments, orders, including reasonable attorney's fees and court costs, or whatever nature which may be suffered, incurred or paid by either party at any time under this Agreement relating to or asserted against the parties arising out of their respective work and or responsibilities under this Agreement. A party shall not be indemnified for its sole negligence or gross negligence or willful misconduct. This provision shall also include Environmental Claims, as applicable and in accordance with CPLR Article 14.

The provisions of this Indemnity Section shall survive the expiration of this Agreement.

10. UTILITIES. Each party shall pay those utility costs arising out of its use and occupancy of the facility. All services shall be separately metered.

11. FIRE, DAMAGE, CATASTROPHE OR CASUALTY LOSS. If the facility is destroyed or damaged by fire, catastrophe, casualty, or other cause, the parties, upon mutual consent, may agree to share the costs/obligation to repair and rebuild same. The parties shall carry insurance at the replacement value of the facility.

12. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

To the County:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, NY 12601

Commissioner of Public Works
Dutchess County Department of Public Works
646 Dutchess Turnpike
Poughkeepsie, NY 12603

To the Town:

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

Highway Superintendent
Town of Beekman
4 Main Street
Poughquag, NY 12570

By giving the other party at least ten (10) days' prior written notice, either party may, by Notice given as provided above, designate a different address, or addresses for Notices.

13. QUIET ENJOYMENT. The parties agree that, upon making any payments provided for herein and observing and performing all the terms, covenants, and conditions on each party's part to be observed and performed, each may peaceably and quietly enjoy its use of the facility as defined herein.

14. COUNTY MAY ERECT SIGNS. The County shall have the right to erect signs identifying the facility as a County facility and to park employee vehicles and other vehicles related to the facility on site in designated areas.

15. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Town, the County, and any sub-contractors, shall maintain at their own cost the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the any party is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The County department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for a town participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured on the Town's policy; the Town must be listed as additional on the County's policy; both the Town and the County shall be listed as additional insured on the policy by any subcontractor hired to perform work related to the Project. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

The Acord form certificate of insurance must contain the following provisions:

- (A) The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

- (D) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County or the Town, its officers, or its employees, and the subcontractor hired by the Town, shall be excess and noncontributory insurance to that provided by the Party. The County, the Town and the subcontractor hired by the Town, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the parties in accordance with the notice provision found in Article 12 herein.

On receipt of such notice, the parties shall require replace the cancelled insurance policy or rectify any material change in the policy, so that the insurance coverage required by this Article is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County and Town. Failure of a party to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve said party from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of any party concerning indemnification.

All losses of County or Town property shall be adjusted with and made payable directly to the County or Town, respectively.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

16. NON-ASSIGNMENT. This Agreement may not be assigned by either party, without the previous written consent of the other party.

17. TERMINATION.

(a) Without cause. The County may terminate this Agreement upon thirty (30) days prior written notice to the Town of its intent to terminate without cause.

(b) With cause. Subject to 17(c) herein, the County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Town of its termination with cause. Such termination with cause shall provide specific reasons justifying the County's termination.

(c) Cure Period. Prior to termination with cause for a breach of this Agreement pursuant to this Article 17, the County must first notify the Town of the breach and give 30-days' notice to cure the alleged breach. If after 30-days from notice of a breach there is no response or corrective action by the Town, the County may terminate the Agreement with cause. Notice to the Town to cure any breach of this Agreement is subject to Article 12 of this Agreement.

18. EVENT OF DEFAULT. In the event of a default, the parties shall retain a mutual right to avail itself of any remedies they are entitled to at law or in equity.

19. INDEPENDENT CONTRACTOR STATUS. The parties agree that they shall not hold each other out to be employees or officers of the other, and that therefore, neither Federal, State nor local income tax nor payroll tax of any kind shall be withheld or paid by either party on behalf of the other or its employees; that neither party shall be eligible for, and shall not be entitled to participate, in the other's pension, health, retirement or other fringe benefit plan(s); that neither party shall have Workers' Compensation or disability coverage through the other's providers; and that neither party shall be entitled to make a claim against the other's for these or any other rights or privileges of an officer or employee of each party.

20. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

21. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

22. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

23. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

24. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

25. AUDIT. The parties shall maintain an accounting system that enables each party to readily identify assets, liabilities, revenues, expenses and disposition of County or Town funds. Records should include, but not be limited to, those kept by the parties, their employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County and/or Town Comptroller. The parties shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County or the Town.

26. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

27. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures.

28. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

29. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, in accordance with Section 362 of the NYS County Law and Section 112 of the NYS Town Law, neither party shall have any liability under this contract to anyone else beyond funds appropriated and available for this contract. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement. It is further understood by the parties that nothing in this Agreement may be construed to prevent the allowance of any claim by the respective legislative bodies for any lawful purpose in excess of the amount appropriated for such year for such purposes, where each legislative body has by resolution transferred sufficient funds to the budgetary fund in accordance with County and Town law, respectively.

30. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2024.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Susan Serino
County Executive

TOWN OF BEEKMAN

BY: Mary B. Covucci
Town of Beekman Supervisor

[illegible]

Notary Public

[illegible]

Notary Public

EXHIBIT A

SALT SHED REPAIR/IMPROVEMENT ESTIMATES:

Electrical repairs - \$25,000

Roof Demo/construction - \$335,000

Siding repair/paint - \$100,000

Laureen Abbatantuono

From: naj927@aol.com
Sent: Wednesday, November 6, 2024 3:05 PM
To: Laureen Abbatantuono
Subject: I am sorry I can't be there. Not sure if sending this does any good, but here it is anyway. Thanks. Nancy Lynam

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.

These comments are in response to the Rep. Committee's letter in their last-ditch efforts to affect us before yesterday's election. Today, much of this is moot since Prop 3 was defeated, but certain truths need to be publicly noted. Because of our Town Board's actions and inactions, we, the people have been unified as we "listened and supported each other" since our town board has pretty much ignored and underestimated us.

The letter spoke about 'the leadership of the HW Dept. having been ensnared in lawsuits and seemingly endless harassment'. I spoke with one of the HW employees who I do not know and have not met. I asked him..."Is there endless harassment and workplace violence with the HW Dept?" I asked, "How do the majority of employees feel about Tony?" The majority stands with Tony and don't have issues with him. The incident I believe that is referenced and made to make us think it is a rampant problem was one by which a long-time employee was caught screaming foul language at a relatively new employee. Tony walked in on it and raised his hand saying "stop". The enraged employee then turned on Tony and screamed at him. That employee was put on administrative leave until a hearing could occur. That same employee decided to resign 'if' the founded charges were dropped.

Another questionable statement in the letter about Tony entails their negative comments about how he acted in an improper way regarding accepting fill from another town. This is a major distortion from

reality. The town was Kent/Carmel. Kent's HW Super is connected to the DEC. Both HW Super's actions were right, proper and legal as the DEC inspected and approved the fill, and it was delivered by the Town of Kent which meant no actions by Tony were required i.e. permits. (ALL of this at NO COST to our Town). What is the most outrageous point here is that a letter to our Town was sent on March 28, 2024 and proof of protocol was supplied. Town of Kent's letter vindicates Tony from any wrong doing. So, my big question is this..."why is this even included in the letter from the Rep. Committee? You have been trying to sell us a bill of good that is questionably distorted, embellished, but also LONG resolved?" You have stated ...'this is not a power grab'. Well, then please tell us what it was. Your actions just keep getting more and more vicious.

How are we supposed to trust you with our Town's business when you present and push your wants and then go deaf and blind to ours? How do we know when you are telling us the truth, the whole truth and nothing but the truth? Last question for you..."When did you stop being one of us?"

Nancy A. Lynam