

TOWN OF BEEKMAN TOWN BOARD MEETING  
Minutes for Tuesday April 8<sup>th</sup> 2025

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

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

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

Supervisor Covucci went over the evening's agenda items.

Resolutions were read by Town Board members:

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

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

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

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

Written Comments on Agenda items: None

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

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

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

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

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

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

9<sup>th</sup> April, 2025

*Laureen Abbatantuono*

## Laureen Abbatantuono

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

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

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April 8, 2025

Attention: Town of Beekman Town Board Members

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

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

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

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

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

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

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

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

Thank you!

Sincerely,

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

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

**6:00 PM**

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

**TOWN BOARD MEETING**

- Supervisor Comments
- Public Comment on Agenda Items and Resolutions (3-Minute Limit)

**REPORTS**

**RESOLUTIONS**

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

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

**ADJOURN**



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

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

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

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

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

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

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the September 24, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the September 24, 2024 Regular Town Board Meeting.

**Introduced: COUNCILMAN CAPOLLARI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the September 30, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the September 30, 2024 Regular Town Board Meeting.

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILMAN CAPOLLARI**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the February 3, 2025 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the February 3, 2025 Regular Town Board Meeting.

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

**WHEREAS**, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 25, 2025 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby accepts the minutes of the March 25, 2025 Regular Town Board Meeting.

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**Dated: April 8, 2025**

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

**WHEREAS,** Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 4, 2025 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Board hereby accepts the minutes of the March 4, 2025 Regular Town Board Meeting.

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

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

**NOW**, therefore be it resolved that the following itemized revisions are approved by the Town of Beekman Town Board for 2025 identified as Budget Revision Number 2025-03.

**Budget Revisions for March 2025 # 2025-03**

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

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

#### CAPITAL PROJECTS

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

#### SEWER FUND

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

**Introduced: COUNCILMAN CAPOLLARI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025



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

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

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

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

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

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

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

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

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

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

**Introduced: SUPERVISOR COVUCCI**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

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

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

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

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

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

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

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

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

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

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

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

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

**Dated: April 8, 2025**

**RESOLUTION NO. 04:08:25-16**

**RE: APPROVE RENEWAL OF LOGICALLY DATA CONTRACT FOR THE YEAR 2025**

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

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

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

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

**Introduced: COUNCILMAN CAPELLARI**

**Seconded: COUNCILMAN BATTAGLINI**

**ROLL CALL VOTE:**

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

**Dated: April 8, 2025**

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

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

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

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

**Introduced: COUNCILMAN BATTAGLINI**

**Seconded: COUNCILWOMAN WOHRMAN**

**ROLL CALL VOTE:**

Councilman Capollari **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: April 8, 2025

**RESOLUTION NO. 04:08:25-18**

**RE: RESOLUTION TO PRIORITIZE NYS GRANT FUNDS FOR SPECIFIC PROJECTS**

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

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

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

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

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

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

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

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

**ROLL CALL:**

|                       | <u><b>AYE</b></u> | <u><b>NAY</b></u> |
|-----------------------|-------------------|-------------------|
| Councilman Capollari  | <u>X</u>          | <u>      </u>     |
| Councilman Battaglini | <u>X</u>          | <u>      </u>     |
| Councilman Lemak      | <u>X</u>          | <u>      </u>     |
| Councilwoman Wohrman  | <u>X</u>          | <u>      </u>     |
| Supervisor Covucci    | <u>X</u>          | <u>      </u>     |

Dated: April 8, 2025

## RESOLUTION NO. 04:08:25-19

### RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2025

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

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

1. **GENERAL REPAIRS.** The sum of **\$450,000.00** shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums totaling **\$468,550.00** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
  - (a) On the road commencing at Gardner Hollow Rd starting west of **Sterling Dr.** and leading up **Gardner Hollow Rd.** a distance of **0.82** miles, there shall be expended not over the sum of **\$136,350.00** for Blacktop and Drainage Width of traveled surface 24 Feet
  - (b) On the road commencing at the intersection of CR 9 and **Furnace Rd** leading up to Dorn Road, a distance of **0.34** miles, there shall be expended not over the sum of **\$48,500.00** for Blacktop and Drainage Width of traveled surface 22 Feet
  - (c) On the road commencing at the intersection of CR 9 leading **west on Dorn Road** a distance of **0.64** miles, there shall be expended not over the sum of **\$83,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
  - (d) On the road commencing at the intersection of Van Scoy Rd leading south on **Roosevelt Dr.** a distance of **0.72** miles, there shall be expended not over the sum of **\$98,200.00** for Blacktop and Drainage Width of traveled surface 22 Feet
  - (e) On the Road commencing at the intersection of Lee Ln leading south on **Bowe Ln. Into Harden Dr.** ending at the east end of Lee Ln a distance of **0.67** miles, there shall be expended not over the sum of **\$102,300.00** for Blacktop and Drainage Width of traveled surface 22 Feet

Executed in duplicate this 8TH day of April, 2025



\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

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

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

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

**Introduced: COUNCILMAN LEMAK**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

Councilman Capollari      **AYE**

Councilman Battaglini      **AYE**

Councilman Lemak      **AYE**

Councilwoman Wohrman      **AYE**

Supervisor Covucci      **AYE**

Dated: April 8, 2025

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Executed in duplicate this 8 day of April, 2025

[Signature]  
Supervisor

[Signature]  
Councilperson

[Signature]  
Councilperson

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

[Signature]  
Councilperson

[Signature]  
Councilperson

[Signature]  
Town Superintendent of Highways

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

**RESOLUTION NO. 04:08:25-20**  
**RE: PAYMENT OF CLAIMS**

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

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

|  |                     |
|--|---------------------|
| Claims to be paid from the A-General Fund        | \$ 37,029.04        |
| Claims to be paid from the DA-Highway Fund       | \$ 7,854.21         |
| Claims to be paid from the SS-Dover Ridge Sewer  | \$ 4,717.02         |
| Claims to be paid from the SW-Dover Ridge Water  | \$ 1,058.68         |
| Claims to be paid from the T-Trust & Agency Fund | \$ 2,877.00         |
| Claims to be paid from the H-Capital Fund        | <u>\$ 616.00</u>    |
|  | <u>\$ 54,151.95</u> |

**03/22/2025 Payroll #7**

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

**Introduced: COUNCILWOMAN WOHRMAN**

**Seconded: COUNCILMAN LEMAK**

**ROLL CALL VOTE:**

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

Dated: April 8, 2025

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

To the Supervisor:

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

Laureen Abbatantuono 3/31/25  
Supervisor Date

Laureen Abbatantuono 3/31/25  
Town Clerk Date

# Town of Beekman Town & County 2025

## Collection Summary

Batches 0 thru 183

|                | Taxes Collected:  | Penalty:       | Surcharge:  | Notice Fee: | Remaining Uncollected: |
|----------------|-------------------|----------------|-------------|-------------|------------------------|
| 2025           | 9591151.02        | 2904.39        | 0.00        | 0.00        | 1072908.06             |
| <b>Totals:</b> | <b>9591151.02</b> | <b>2904.39</b> | <b>0.00</b> | <b>0.00</b> | <b>1072908.06</b>      |

### n Statistics:

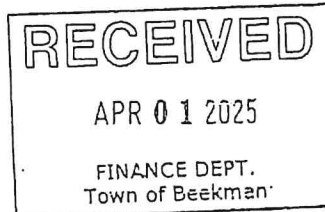
|                           |          |
|---------------------------|----------|
| Postings:                 | 4761     |
| % Collected:              | 90%      |
| Adjustments:              | 1        |
| Voids:                    | 26       |
| Returned Payments:        | 0        |
| Refunded Duplicate Pmnts: | 11       |
| unded:                    | 20160.63 |
| idling Fees Collected:    | 0.00     |

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

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

### ment Type Breakout:

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



Worksheet to balance to Recreation Department  
January Recreation Revenue

| JE #              | Recreation<br>2001 | Concession<br>2012 | Sr Events<br>2015 | Special<br>Rec<br>Facility<br>2025 | Rec Bldg<br>Rental<br>2026 | Special<br>Event Fees<br>2050 | Credit in<br>System<br>2411 | Equipment<br>Sales<br>2665 |  |
|-------------------|--------------------|--------------------|-------------------|------------------------------------|----------------------------|-------------------------------|-----------------------------|----------------------------|--|
| 1/3/2025          | 8024               | 115.00             | 2.00              |                                    | 350.00                     |                               |                             |                            | 467.00 12/16/24-12/31/24               |
| 1/15/2025         | 8039               | -                  | 9.00              |                                    | 350.00                     |                               |                             |                            | 359.00                                 |
| 1/21/2025         | 8046               | 275.00             | 427.00            |                                    | 350.00                     | -                             |                             |                            | 1,052.00                               |
| 1/21/2025         | 47623              | -                  | -                 |                                    | (350.00)                   |                               |                             |                            | (350.00)                               |
| 1/23/2025         | 8055               | 175.00             | 187.00            |                                    | 350.00                     | -                             |                             |                            | 712.00                                 |
| 1/23/2025         | 8056               | 50.00              | 72.00             |                                    | 700.00                     |                               |                             |                            | 822.00                                 |
| 1/31/2025         | 8077               | 1,120.00           |                   |                                    | 350.00                     |                               |                             |                            | 1,470.00                               |
|                   |                    | \$ 1,735.00        | \$ 697.00         | \$ -                               | \$ 2,100.00                | \$ -                          | \$ -                        | \$ -                       | \$ 4,532.00 Balances to General Ledger |
|                   |                    | 50.00              |                   |                                    |                            |                               |                             |                            | 50.00 CC In Transit                    |
| 1/21/2025         | 47623              | -                  | -                 |                                    | 350.00                     | -                             |                             |                            | 350.00 Refund of Party                 |
|                   |                    | 1,785.00           | 697.00            |                                    | 2,450.00                   | -                             |                             |                            | 4,932.00 Balances to Bank Statement    |
|                   |                    | 1,735.00           | 697.00            |                                    | 2,100.00                   | -                             |                             |                            | \$ 4,532.00                            |
| GL Manual Entered |                    | \$ -               | \$ -              | \$ -                               | \$ -                       | \$ -                          | \$ -                        | \$ -                       | \$ 4,932.00 From Bank Statement        |

Worksheet to balance to Recreation Department  
February Recreation Revenue

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

35,887.50 From Bank Statement



[illegible]

5:\4-Building Dept\2025 Building Department Deposits\2025 Bldg. Deposit Summary Report

| February Building Department Revenue |                         |                     |                       |                         |                          |                                  |                        |                          |                            |                        |            |
|--------------------------------------|-------------------------|---------------------|-----------------------|-------------------------|--------------------------|----------------------------------|------------------------|--------------------------|----------------------------|------------------------|------------|
| Month                                | Fire Inspection<br>1560 | Zoning Fees<br>2110 | Planning Fees<br>2115 | Licenses, Other<br>2545 | Building Permits<br>2555 | Certificate of Occupancy<br>2556 | Title Searches<br>2560 | Plumbing Permits<br>2565 | Electrical Permits<br>2566 | Permits, Other<br>2590 | Total Fees |
| Prior Month                          |                         |                     |                       |                         |                          |                                  |                        |                          |                            |                        | 232,255.55 |
| February                             | 250.00                  | -                   | 14,300.00             | -                       | 3,641.00                 | 1,250.00                         | 1,750.00               | 2,175.00                 | 350.00                     | -                      | 23,716.00  |
|                                      | 250.00                  | -                   | 14,300.00             | -                       | 3,641.00                 | 1,250.00                         | 1,750.00               | 2,175.00                 | 350.00                     | -                      | 23,716.00  |
| General Ledger<br>(Manual Entered)   | 250.00                  | -                   | 14,300.00             | -                       | 3,641.00                 | 1,250.00                         | 1,750.00               | 2,175.00                 | 350.00                     | -                      | 23,716.00  |

Balance in bank account (Manual Entered) \$ 255,971.55

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Executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Supervisor

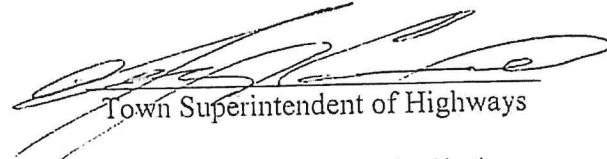
\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

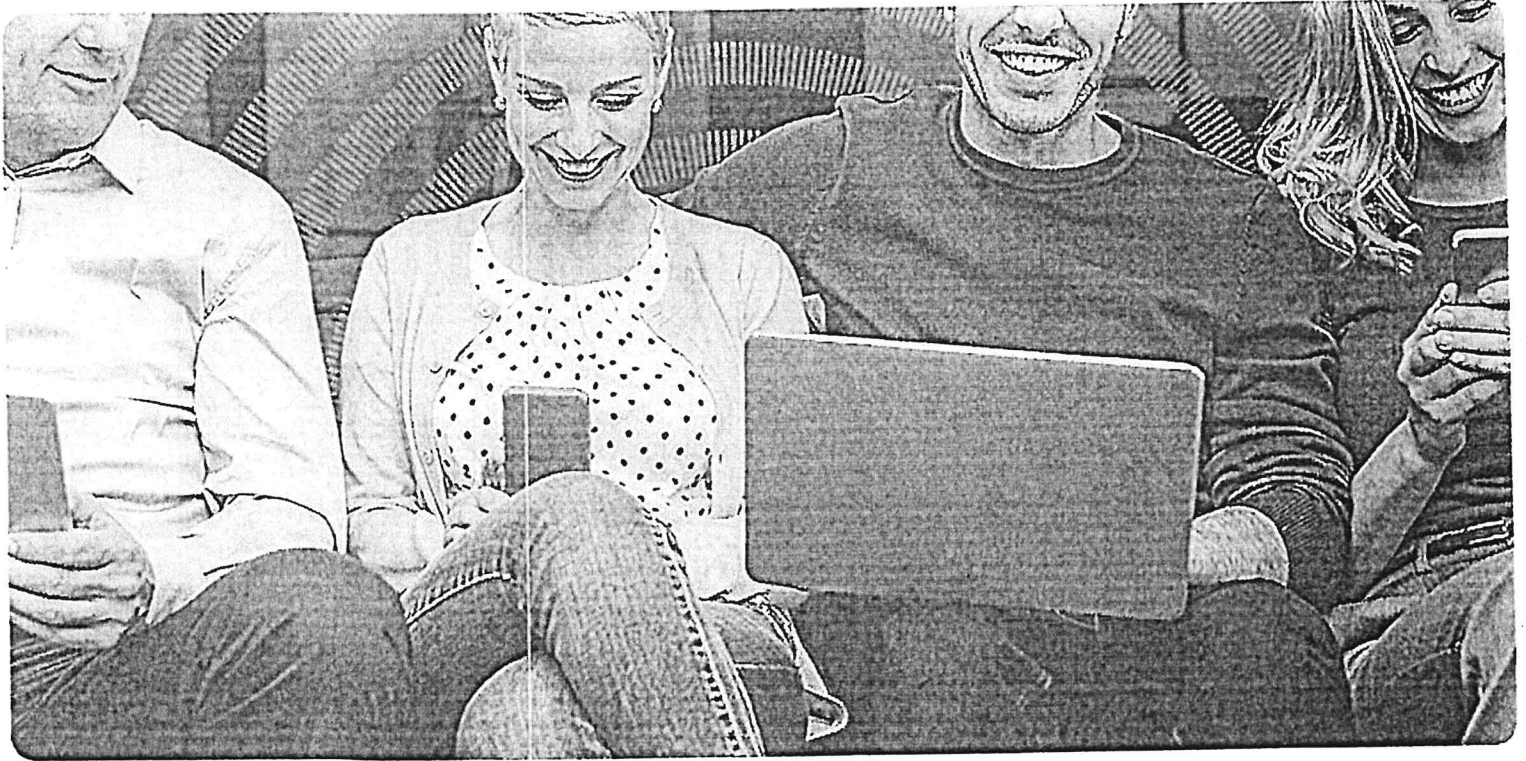
\_\_\_\_\_  
County Superintendent of Highways

\_\_\_\_\_  
Councilperson

\_\_\_\_\_  
Councilperson

  
Town Superintendent of Highways

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## Service Agreement

### Beekman Town Hall - New/Renewal LogicCare+ Agreement

Proposal # 1051092  
Version 1

## Prepared for:

### Beekman Town Hall

Sharon Wohrman  
swohrman@townofbeekmanny.us

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

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

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

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

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

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

## LogicCare+ Solution Description

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

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

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



**Prepared For:**

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

**Sales Contact:**

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

**Proposal #**

1051092.2

**Date Issued:**

01.16.2025

**Expiration Date:**

02.05.2025

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

Monthly Subtotal: \$3,467.10

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

Subtotal: \$2,455.00

**List of Minimum Requirements Service Level Agreement 1:***Client responsibilities:*

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

#### What's not included?

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

#### Description of Client Onboarding:

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

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

#### Estimated Remediation with Onboarding:



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

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

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

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

Emergency Response SLA (After-Hours)

Client Initiated Incident Requests-Billable at After-Hours Rates

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

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

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

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

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

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

**Priority Matrix**

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

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

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



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

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

#### Terms and Conditions

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

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

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

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

#### Terms and Conditions:

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



active term.

4. Non-Recurring Service Agreement Terms:

- a. Labor rates may be adjusted with ninety (90) days written notice to Customer.
- b. Fees for projects outside of onboarding: 25% of the project and 100% of the project management will be billed upon acceptance and is due at contract signing.
- c. Labor fees will be invoiced monthly as resources are consumed.

5. Invoices paid by credit card will be assessed a 3% convenience fee, except in states where prohibited. No additional fee will be charged for check, ACH, or wire payment.

6. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law on unpaid amount for each calendar month or fraction thereof for payment to Logically in arrears.

7. Customer agrees to pay all court costs and reasonable attorney's fees incurred in the collection of any amount past due. Customer acknowledges Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

8. Payment Information:

a. If the Billing Contact is different from the undersigned, please provide:

- I. First and Last Name
- II. Title
- III. Mailing Address
- IV. Phone Number
- V. Email Address

Acceptance

Beekman Town Hall

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

Name: Sharon Wohrman

Date: \_\_\_\_\_

# Negri's

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

March 20, 2025

Town of Beekman

4 Main St

Beekman NY 12570



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

▪ Weekly Lawn Maintains

Lawn Maintains will include trimming of grass cutting, trimming around all trees, fence lines, curb and beds trimming. Negri's will provide all equipment need to complete scope of work. Herbicide grass control will be applied along fence lines as need. Any other scope of work from the town will be billed separate. The town must notify one week prior to Negri's if there any day of the week were Negri's can not be on any site  
Town Center park - 71 Town center Blvd Hopewell Jct - fields / commons areas, Recreation Park - 29 Recreation center rd  
Field side, Beckman Library 11 town center rd and Remembrance park- Town Hall 4 Main st. All work will be performed on days Wednesday, Thursday or Friday weather permitting

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

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

▪ Fertilization

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

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

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

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

Robert Negri  
President

Acceptance of our proposal

Signature \_\_\_\_\_

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



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

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



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

March 20, 2025

Mary Covucci  
4 Main Street  
Poughquag, NY 12570

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



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

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

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

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

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

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

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

## **Landscape Maintenance**

### **Weekly Lawn & Landscape Care**

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



**Payment Options**

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

| Schedule  | Price              | Sales Tax     | Total Price        |
|-----------|--------------------|---------------|--------------------|
| April     | \$3,801.00         | \$0.00        | \$3,801.00         |
| May       | \$3,801.00         | \$0.00        | \$3,801.00         |
| June      | \$3,801.00         | \$0.00        | \$3,801.00         |
| July      | \$3,801.00         | \$0.00        | \$3,801.00         |
| August    | \$3,801.00         | \$0.00        | \$3,801.00         |
| September | \$3,801.00         | \$0.00        | \$3,801.00         |
| October   | \$3,801.00         | \$0.00        | \$3,801.00         |
| November  | \$3,801.00         | \$0.00        | \$3,801.00         |
|           | <b>\$30,408.00</b> | <b>\$0.00</b> | <b>\$30,408.00</b> |

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

Lock in your contract pricing for multiple years and save!

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

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

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

Please sign to accept this Agreement:

Mary Covucci  
Mary Covucci

Date: 4-9-25Phone Number: 845-277-5783Email: recdirector@townofbeekmanny.us

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

**SIGNATURE ALSO REQUIRED ON FOLLOWING PAGE**

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

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

Mary B Covucci Date: 4-9-25  
Mary Covucci  
Mario Colantuono Date: 4/9/25  
Mario Colantuono

Branch Manager  
Neave Group Outdoor Solutions  
Business Registration # 05384

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



neavegroup  
SOUTHERN CALIFORNIA

#### TERMS AND CONDITIONS

#### 1. OWNER'S RESPONSIBILITIES.

(a) The Owner shall furnish for the site 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.

(b) The Owner will furnish to Neave reproducible Drawings and Specifications as necessary for the execution of the Work.

(c) If the Owner becomes aware of any fault or defect in the Work the Owner shall give written notice thereof to Neave within five (5) business days.

(d) The Owner shall provide electricity and water for service purposes without charge.

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

#### 2. 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, pools, electrical or gas lines, underground wells, water lines, dog wires 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.

3. **ASSIGNMENT.** 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 its Shareholders, owns at least fifty percent (50%) interest in such entity.

4. **INSURANCE.** Notwithstanding the requirements set forth in this paragraph, Neave maintains 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.

5. **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 validly 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.

6. **CONSEQUENTIAL DAMAGES.** The Owner waives claims for consequential damages arising out of or relating to this Contract.

7. **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) 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 a Change Order for work necessitated by concealed or unknown conditions.

#### 8. LIMITATION OF LIABILITY.

(a) 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 Neave's 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 flooding;
- 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;
- ix. any malfunction of 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 due to drainage issues;
- xii. damages incurred by weather conditions, snow loads, tree roots, landslides or any other unforeseen force that is not under Neave's control; or
- xiii. damage to driveways, walks, curbs or other hard surfaces as a result of heavy machinery and trucks being operated or driven over them.

(b) Maintenance and guarantee as stated here does not include alterations necessitated by addition of trees, plant growth, shrubs, flowers, fences, underground dog fence, core aching, re-grading, re-landscaping, vandalism and/or malicious mischief.

(c) Neave guarantees all services for thirty (30) days. Any issues in regard to the quality of the workmanship or materials must be addressed in writing within five (5) days of work performed, and any claims or disputes must be raised in accordance with paragraph 12 hereof.

9. **PAYMENT TERMS.** Terms of payment for this contract are due by the due date specified on the invoice. 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 of any amounts due or is otherwise in breach of this agreement or any other agreement Neave has with the Owner regardless of location.

10. **TERMINATION.** Either party may cancel this contract anytime with a thirty (30) day written notice. Upon such termination, Neave shall recover (i) payments for all services completed as of the date of cancellation calculated on a pro rata basis using the Seasonal Price or Service Price as applicable in accordance with the Contract, (ii) items properly and timely fabricated or ordered off the Project site, and (iii) all discounts applied to invoices during the term of the Contract will become due and payable.

Corporate Office: 80 Airport Drive -- Wappingers Falls, New York 12590



11. **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.
12. **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. 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 of notice being received by Neave, the parties may then resort to arbitration or litigation.
- (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.
13. **COMPLETION OF WORK AND PAYMENT.** Payment is due in full for the contracted Work by the due date specified on the invoice. Payment may not be withheld by Owner for any alleged failure to complete or perform any aspect of the Work without notifying Neave prior to the payment due date. Such writing shall include a detailed explanation for withholding payment including: (i) the amount of payment being withheld, (ii) a complete summary of the specific Work that has not been completed or satisfied and how such Work relates to satisfaction of the terms of the Contract, (iii) the estimated value of the Work Owner is claiming has not been completed or satisfied based on a percentage of an individual contract item, and (iv) the remedy Owner is seeking.
14. **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 website 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.
15. **CHOICE OF LAW; JURISDICTION AND VENUE.** 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.
16. **STATUTE OF LIMITATIONS.** 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. Owner waives any statute of limitations to the contrary.
17. **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.
18. **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.
19. **HOME IMPROVEMENT CONTRACTS.** In the event that this agreement is a home improvement contract as defined in New York General Business Law §770 then the following clauses shall apply:
- (a) **Notice of Lien.** Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien upon satisfactory payment being made for any portion of the work performed.
- (b) **Deposit of Payments.** Contractor is required by Subdivision 4 of Section 71-a of the New York State Lien Law to deposit all payments received prior to completion of work in an escrow account within five (5) business days of receipt. In lieu of such a deposit, the Contractor may post a bond or contract of indemnity or irrevocable letter of credit with the homeowner guaranteeing the return or proper application of such payments to the purposes of contract. Money in escrow becomes the property of the Contractor when it is applied according to the Payment Schedule set forth hereinabove.
- (c) **Cancellation.** The Client has an unconditional right to cancel the Contract, without penalty or obligation, until midnight of the third business day after he/she signs the Contract. Cancellation must be done by giving the Contractor a written notice in the form annexed hereto as Exhibit "A" indicating the Client's intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid.
20. **MISCELLANEOUS.**
- (a) Should Neave be required to enforce this agreement through mediation, arbitration or litigation, it shall be entitled to recover its reasonable attorney's fees and costs including expert witness fees.
- (b) In the event Neave suffers a loss as a result of the act or omission of Owner, its agents, employees, successors and/or assigns, then Owner shall indemnify and hold Neave harmless from all losses, claims, and/or causes of action including the recovery of its reasonable attorneys' fees and associated expenses.
- (c) Any of the Owner's obligations that have accrued prior to the termination of this Agreement shall survive the termination of this Agreement.
- (d) 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.fuelgauge.com](http://www.fuelgauge.com).

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## 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 ALTERNATION 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 a 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.fuelgauge.com](http://www.fuelgauge.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



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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: Town of Beekman CPM 2025

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



**neavegroup**  
outdoor solutions  
www.neavegroup.com

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

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

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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: Mary B Covacci Buyer's Signature: Mary B Covacci Date: 4-9-25

# DUTCHESS LAWNS

NGTONWWW.DUTCHESSLAWNS.COM

## LAWN CARE PROPOSAL

| CUSTOMER INFORMATION   |   | SERVICE ADDRESS   |
|--|---|---|
| Town of Beekman<br>Attn. Dani Plastini<br>(845)-227-5783<br>recdirector@townofbeekmanny.us |   | 29 Recreation Center Road,<br>Hopewell Junction, NY 12533 |
| PROPOSAL<br>DATE:  | 3/20/2025   | April 1, 2025 - November 30th, 2025                       |
| SCOPE OF<br>WORK   | <u>Lawn Maintenance:</u> <ul style="list-style-type: none"><li>• Mow Lawn, single cut, on weekly basis</li><li>• Trim edges and areas not reachable with mower around property</li><li>• Pick up light branches and light debris from lawn as needed</li><li>• Remove grass clippings off patio(s), walkway(s) and roadway(s)</li><li>• Mowing of common areas and fields</li></ul> <u>Addresses:</u> <ol style="list-style-type: none"><li>1. 71 Town Center Blvd, Hopewell Junction</li><li>2. 29 Recreation Center Road, Hopewell Junction</li><li>3. 11 Town Center Blvd, Hopewell Junction</li><li>4. 4 Main Street, Poughquag</li><li>5. 4 Main Street, Poughquag</li></ol> |   |
| FREQUENCY  | Lawn will be cut once a week, weather permitting. If inclement weather occurs on scheduled date of service, service will be scheduled for another date during the week. If inclement weather occurs for several days, service will continue the following scheduled service date.   |   |

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

## Town of Beekman Landscape Maintenance 2025

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

Areas included are:

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

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

Beekman Library - 11 Town Center Blvd. Hopewell Junction

Remembrance Park – 4 Main Street, Poughquag

Town Hall – 4 Main Street, Poughquag

## Secretary to the Town of Beekman Supervisor

---

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

Dani Plastini  
Recreation Director

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

845-227-5783  
Fax 845-227-9685

[www.beekmanrec.com](http://www.beekmanrec.com)  
<http://www.facebook.com/BeekmanRec>

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

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

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

Hi Bobby:

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

Thank you

Dani Plastini  
Recreation Director

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

845-227-5783  
Fax 845-227-9685

## **Secretary to the Town of Beekman Supervisor**

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

Dani Plastini  
Recreation Director

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

845-227-5783  
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Thank you

Dani Plastini  
Recreation Director

**Town of Beekman  
Recreation and Parks**  
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**Subject:** FW: Lawn Maintenance Town of Beekman  
**Attachments:** Town of Beekman Landscape Maintenance 2025.pdf

Dani Plastini  
Recreation Director

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

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

Dear Mario:

Please provide a quote for the attached by Thursday March 20<sup>th</sup>.

Thank you

Dani Plastini  
Recreation Director

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

845-227-5783  
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## **Secretary to the Town of Beekman Supervisor**

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

Dani Plastini  
Recreation Director

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

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

Dear Blake:

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

Dani Plastini  
Recreation Director

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

845-227-5783  
Fax 845-227-9685

[www.beekmanrec.com](http://www.beekmanrec.com)

# TOWN OF BEEKMAN - EMPLOYEE PAYROLL REPORT

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

## Week 1 Ending:

| Day        | Date | Time In/Out | TOTAL time          | TOTAL V/F/S | Comp earned | Comp used |
|------------|------|-------------|---------------------|-------------|-------------|-----------|
| Sun        | 3/9  |             |                     |             |             |           |
| Mon        | 3/10 |             |                     |             |             |           |
| Tue        | 3/11 | 4:15 5:15   | 1                   |             |             |           |
| Wed        | 3/12 |             |                     |             |             |           |
| Thu        | 3/13 | 4:15 8:00   | <del>3.5</del> 4.75 |             |             |           |
| Fri        | 3/14 | 4:15 6:00   | 1.75                |             |             |           |
| Sat        | 3/15 |             |                     |             |             |           |
| Wkly Total |      |             | 8.25                | 7.5         |             |           |

## Week 2 Ending:

| Day               | Date | Time In/Out | TOTAL time | TOTAL V/F/S | Comp earned | Comp used |
|-------------------|------|-------------|------------|-------------|-------------|-----------|
| Sun               | 3/16 |             |            |             |             |           |
| Mon               | 3/17 |             |            |             |             |           |
| Tue               | 3/18 |             |            |             |             |           |
| Wed               | 3/19 | 5:15 5:45   | .5         |             |             |           |
| Thu               | 3/20 | 4:15 7:45   | 3.5        |             |             |           |
| Fri               | 3/21 |             |            |             |             |           |
| Sat               | 3/22 |             |            |             |             |           |
| Wkly Total        |      |             | 4          |             |             |           |
| Pay Period Totals |      |             |            |             | 12.25       | 11.5      |

This Pay period I used \_\_\_\_\_ vacation hours \_\_\_\_\_ sick hours \_\_\_\_\_ personal hours

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

Department: Chem

Employee Number:

Hourly Wage:

### Comp Time Balance:

Employee Name: ANDY PARAGGIO

Title: Count-Down

|                    |        |      |
|--------------------|--------|------|
| Comp Time: Accrued | Earned | Used |
|--------------------|--------|------|

Week 2 Ending:

| Week 1 Ending: | Day        | Date | Time In | Time Out | TOTAL time | TOTAL V/P/S | Comp earned | Comp used |
|----------------|------------|------|---------|----------|------------|-------------|-------------|-----------|
|                | Sun        | 3/23 |         |          |            |             |             |           |
|                | Mon        | 3/24 |         |          |            |             |             |           |
|                | Tue        | 3/25 |         |          |            |             |             |           |
|                | Wed        | 3/26 | 4:15pm  | 5:15pm   | 1.5        |             |             |           |
|                | Thu        | 3/27 | 4:15pm  | 9:30pm   | 5.25       |             |             |           |
|                | Fri        | 3/28 |         |          |            |             |             |           |
|                | Sat        | 3/29 |         |          |            |             |             |           |
|                | Wkly Total |      |         |          | 6.75       |             |             |           |

Week 2 Ending:

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

This pay period I used \_\_\_\_\_ vacation hours \_\_\_\_\_ sick hours \_\_\_\_\_ personal hours \_\_\_\_\_

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

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

is: \_\_\_\_\_



February 28, 2025

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

Phone: 845.724.5300 ext 225  
e-mail: [supervisor@townofbeekmanny.us](mailto:supervisor@townofbeekmanny.us)

Re: Architectural Design Services  
Highway Garage Building  
Garage Doors

Dear Ms. Covucci:

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

## 1.0 PROJECT DESCRIPTION

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

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

7 Robert Road  
Office / Cell No. 845.489.1638  
Email [mike@bertaarchitects.com](mailto:mike@bertaarchitects.com)

Poughkeepsie, New York 12603  
Fax No. 845.483.9887  
Web Site [www.bertaarchitects.com](http://www.bertaarchitects.com)

## 2.0 SCOPE OF SERVICES

---

### A. Schematic Design Phase

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

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

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

### B. Design Development Phase

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

### C. Contract Documents Phase

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

Documents shall include, but not be limited to:

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

Services not included:

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

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

#### D. Bid Negotiation and Selection of Contractors

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

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

#### E. Construction Contract Administration

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

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

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

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

#### COMPENSATION

---

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

#### Fees / Payments

---

The Owner shall compensate the Architect as follows:

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

Payments On Account for Services Rendered:

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

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

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

Sincerely,  
Michael R. Berta, AIA Architecture & Planning



Michael R. Berta, AIA  
President

Approved By: \_\_\_\_\_  
Ms. Mary Covucci, Town Supervisor

\_\_\_\_\_ Date

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





## 1. ENTIRE AGREEMENT

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

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

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

## 2. SERVICES TO BE PERFORMED

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

## 3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. ADDITIONAL SERVICES

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

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

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

#### 5. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

#### 6. SCHEDULE

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

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

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

## 7. OWNERSHIP OF DOCUMENTS

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

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

## 8. PUBLICITY

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

## 9. INSURANCE, INDEMNITY & LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

#### 10. STANDARD OF PRACTICE

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

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

#### 11. DISPUTE RESOLUTION

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

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

#### 12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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