

# LAWN CARE SERVICE CONTRACT

**I. The Parties.** This Lawn Care Service Contract (“Agreement”) made May 8, 2026 (“Effective Date”) is by and between:

**Service Provider:** ABA Land Management, Inc., 47 Cedar Berry Ln., Dover Plains, New York, 12522 (“Service Provider”), and

**Client:** Town of Beekman , 4. Main St., Poughquag, New York, 12570 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Service Provider is a corporation duly organized and validly existing under the Laws of New York States; and

WHEREAS, Client is a municipal corporation validly existing under the Laws of New York State; and

WHEREAS, Service Provider is experienced in and capable of providing the landscaping services provided pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on May 12, 2026 and shall terminate on September 29, 2026 (the “Term”).

- a. Operative Period: Service Provider shall provide the Services (defined below) for twenty (20) consecutive weeks (the “Operative Period”) during the Term, weather permitting.
- b. Termination: This Agreement shall automatically terminate upon the expiration of the Term unless extended by a mutually executed written instrument. Client may terminate this Agreement before the expiration of the Term upon thirty (30) days’ advance, written notice delivered to Service provider in accordance with Article XVII, below.

**III. Services.** The Service Provider agrees to provide to Client landscaping services at the Properties (defined below), on a weekly basis during the Operative Period, which shall include:

- a. Lawn Maintenance and Mechanical Weeding: Service Provider shall cut all grass at the Properties to the appropriate seasonal height to both maintain a uniform and professional appearance and prevent damage to the grass; and shall mechanically trim along the perimeter of the grassed areas, including along the foundations of structures, patios, sidewalks and walkways, curbs, parking and other paved areas, flower, shrub and trees beds, and any other area necessary to ensure a clean and professional appearance.
- b. Debris Removal: Service Provider shall remove by racking, blowing, or otherwise all grass clippings, fallen leaves and branches, and other debris Service Provider typically removes in the

course of performing landscaping services, from all areas where Service Provider performs lawn maintenance and/or mechanical weeding on the Properties, or other areas to which such debris may be spread in the provision of such services.

(Lawn maintenance, mechanical weeding, and debris removal are hereinafter referred to as the "Services".)

In providing the Services, Service Provider shall comply with Client's policies, standards, and regulations, and all applicable local, state, and federal laws.

**IV. Properties.** The Service Provider shall provide the Services at the following properties (individually, a "Property; or, collectively, the "Properties"):

- a. The Beekman Town Hall, located at 4 Main Street, Poughquag, New York;
- b. The Beekman Library, located at 11 Town Center Boulevard, Hopewell Junction, New York;
- c. Recreation Park, located at 29 Recreation Road, Hopewell Junction, New York; and
- d. Town Center Park, located at 11 Town Center Boulevard, Hopewell Junction, New York.

**V. Payment Amount.** The Client agrees to pay the Service Provider Twenty-Eight Thousand Three Hundred and 00/100 Dollars (\$28,300.00) (the "Payment Amount") during the Term of this Agreement for the Services, in monthly installments during the Operative Period.

- a. Per Property Cost Allocation: The Payment Amount is based on the following Services per Property for twenty (20) consecutive Services:
  - i. The Beekman Town Hall: \$65.00 per Service; \$1,300.00 for the Term
  - ii. The Beekman Library: \$100.00 per Service; \$2,000.00 for the Term
  - iii. Recreation Park: \$500.00 per Service; \$10,000.00 for the Term
  - iv. Town Center Park: \$750.00 per Service; \$15,000.00 for the Term
- b. Additional Services Outside of Term: Client shall notify Service Provider if additional Services outside of the Term are necessary ("Additional Services"). If Service Provider provides Additional Services to Client, Client shall pay to Service Provider the Per Property Cost for said Additional Services in accordance with the payment deadlines provided in Article VI, below.

**VI. Payment Method.** Client shall pay the Payment Amount to Service Provider in five (5) monthly installments of Five Thousand Six Hundred Sixty and 00/100 Dollars (\$5,660.00) (the "Payment Method"; Payment Amount and Payment Method collectively are collectively referred to as "Compensation").

- a. Vouchers; Payment Date: Service Provider acknowledges and understands that Client uses vouchers for the Payment Method. Service Provider shall submit a voucher to Client no later than the last day of each month during the Term for the Services provided in that month.
  - i. Client will review each voucher at the next scheduled Town Board meeting, and either (A) approve the payment of said voucher or (B) notify Service Provider of any deficiency in said voucher.

ii. Client shall pay to Service Provider the amounts due no later than the 10<sup>th</sup> business day following the date the Town Board approves the voucher.

b. Cure: If Client fails to make said payment in accordance with Section VI(a), above, Service Provider shall notify Client of its right to cure in accordance with Article XVII, below, and, upon receipt of said notice, Client shall have an additional five (5) business days to cure the default.

**VII. Retainer.** Client is not required to pay a retainer as part of this Agreement.

**VIII. Inspection of Services.** Any Compensation shall be subject to Client inspecting the completed Services. If Client determines that any of the Services performed by Service Provider pursuant to this Agreement are defective or incomplete, Client shall notify Service Provider of the defective or incomplete Services.

a. Cure: If Client notifies Service Provider of the defective or incomplete Services, Service Provider shall have three (3) business days to cure the default and notify Client to reinspect the Services.

b. Termination: If Service Provider fails to cure the defective or incomplete Services within the cure period or Client determines that the cure has not adequately corrected the defective or incomplete Services, then Client may terminate this Agreement by delivering written notice of the termination to Service Provider in accordance with Article XVII, below.

**IX. Return of Property.** Upon the expiration or termination of this Agreement, all property provided by Client, including, but not limited to, supplies, uniforms, equipment, and any other items must be returned by Service Provider. Prior to making any final installment for the Payment Method, Client shall account for property provided to Service Provider. If Service Provider has not returned all property, Client may withhold final installment for the Payment Method until Service Provider has returned all Property to Client.

**X. Time is of the Essence.** Service Provider acknowledges and understands that time is of the essence regarding the performance of the Services.

**XI. Confidentiality.** Service Provider acknowledges and understands that Client's financial and accounting records, lists of property owned by Client, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Except for disclosures required by law and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of Service Provider or any other person, except with Client's advance, written consent .

a. Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to Client containing Confidential Information shall be the sole and exclusive property of Client and shall be returned to Client upon termination of this Agreement or upon Client's written request.

b. Injunction. Client agrees that it would be difficult to measure damage to Client's business from any breach by Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, Service Provider agrees that should it, its officers, employees, subcontractors, agents, or affiliates breach this Section, Client shall be

entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without first showing or proving Client's actual damages.

- c. No Release. Service Provider agrees that the termination of this Agreement shall not release it, its officers, employees, subcontractors, or affiliates from the obligations in this Section.

**XII. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**XIII. Independent Contractor Status.** Service Provider and Client acknowledge and understand that Service Provider is an independent contractor and not an agent, partner, joint venture, nor an employee of Client. Service Provider shall have no authority to bind or otherwise obligate Client in any manner, nor shall Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event Client suffers any loss or damage as a result of a violation of this provision, Service Provider shall indemnify and hold harmless Client from any such loss or damages, including consequential and incidental damages.

**XIV. Safety.** Service Provider shall, at its sole expense, be responsible for the health and safety of its officers, employees, subcontractors, material suppliers, and all other persons in providing the Services, including any risk of death, injury, or bodily harm arising from or in any way related to the Services or the Properties where it is being performed (the "Work Site"). In addition, Service Provider shall act in accordance with the rules and regulations promulgated under any applicable state and federal laws and those administered by the Occupational Safety and Health Administration ("OSHA") or the New York State Department of Labor ("NYSDOL"). Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XV. Liability.** Service Provider acknowledges and understands that it shall be responsible for any damages caused to the Properties by it, its officers, employees, subcontractors, agents, or affiliates in performing the Services. Service Provider shall maintain a liability insurance policy in the amount of \_\_\_\_\_ [Standard policy coverage amounts for other municipal services agreements].

**XVI. Alcohol and Drugs.** Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If Service Provider or its officers, employees, subcontractors, agents, or affiliates are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

**XVII. Notices:** Any notices to be provided by one Party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties as follows:

- a. To Client:
  - Town of Beekman
  - Attn: Alicia Turenchalk, Town Clerk
  - 4 Main Street
  - Poughquag, New York 12570

- b. To Service Provider:  
ABA Land Management, Inc.  
Attn:  
47 Cedar Berry Lane  
Dover Plains, New York, 12522

A Party may amend the above address by advance, written notice delivered in accordance with this Article. Notices delivered personally shall be deemed communicated as of the date it was delivered; mailed notices shall be deemed communicated as of three (3) days after the date it was postmarked.

**XVIII. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors, and assigns. Any provision hereof which imposes upon Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and remain binding upon the Service Provider or Client.

**XVIX. Default.** In the event of default under this Agreement, the non-defaulting Party must provide the defaulting Party with advance, written notice of said default in accordance with Article XVII, above.

- a. Fees Related to Default: Except in the event of a cure, the defaulting Party, upon presentation of the underlying invoice(s), shall reimburse the non-defaulting Party for all reasonable costs and expenses incurred after said notice of the default is deemed communicated to the defaulting Party and directly related to said default, which may include attorney's fees.
- b. Fees Related to Suit or Action: In the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses incurred in connection with the suit or action at the trial court level, including, without limitation, reasonable attorney's fees .

**XX. No Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the waiving Party.

**XXI. Governing Law; Venue:** This Agreement shall be governed by, and construed in accordance with the Laws of New York State without giving effect to any choice or conflict of law provision, or rule that would require or permit the application of the laws of any jurisdiction other than those of New York State. Client and Service Provider agree that the venue of any action pursuant to this Agreement shall be commenced in a court of competent jurisdiction located in Dutchess County, New York. Article XXI shall survive the expiration or termination of this Agreement.

**XXII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Article XXII shall survive the expiration or termination of this Agreement.

**XXIII. Additional Terms & Conditions.** All services performed will done on a weekly basis. All efforts will be made to adjust and schedule during poor weather. Any other work performed outside of the agreed upon services will be billed separately.

**XXIV. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

**XXV. Waiver of Jury Trial.** Each Party acknowledges that it is a has had the opportunity to consult with counsel of its choice regarding the preparation and provisions of this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. Each party agrees that any such action or proceeding shall be tried before a court and not a jury.

**Article XXVI. Counterparts; Signatures:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which, taken together, shall constitute one and the same Agreement. This Agreement may be executed by electronic signatures, the exchange of executed signature pages by facsimile or PDF as an e-mail attachment, and any signature transmitted by facsimile or PDF via e-mail, for the purpose of executing this Agreement, shall be deemed an original signature for purposes of this Agreement.

WHEREFORE, the Parties, intending to be bound, have executed this Agreement as of the date all Parties have signed below.

TOWN OF BEEKMAN  
By: \_\_\_\_\_  
Laureen Abatatuono, Supervisor  
Date: May \_\_\_\_, 2026

ABA LAND MANAGEMENT, INC.  
By: \_\_\_\_\_  
[Officer]  
Date: May \_\_\_\_, 2026

**MUNICIPAL COOPERATION AGREEMENT**  
**ANIMAL CONTROL OFFICER**

**TOWN OF LAGRANGE**  
**TOWN OF HYDE PARK**  
**TOWN OF BEEKMAN**  
**TOWN OF PLEASANT VALEY**  
**TOWN OF POUGHKEEPSIE**  
**TOWN OF CLINTON**

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of January, 2026, by and between the Town of Lagrange, a municipal corporation, having its principal place of business at 120 Stringham Road, Lagrangeville, New York 12540 (hereinafter "Lagrange"), the Town of Hyde Park, a municipal corporation, having its principal place of business at 4383 Albany Post Road, Hyde Park, New York 12538 (hereinafter "Hyde Park"); the Town of Beekman, a municipal corporation, having its principal place of business at 4 Main Street, Poughquag, New York 12570 (hereinafter "Beekman"); the Town of Pleasant Valley, a municipal corporation, having its principal place of business at 1554 Main Street, Pleasant Valley, New York 12569 (hereinafter "Pleasant Valley"); the Town of Poughkeepsie, a municipal corporation, having its principal place of business at One Overocker Road, Poughkeepsie, New York 12603 (hereinafter "Poughkeepsie"); the Town of Clinton, a municipal corporation, having its principal place of business at 1215 Centre Road, Rhinebeck, New York 12572 (hereinafter "Clinton") and

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

**WHEREAS**, it is the intention of the parties to create a shared ACO position between the six (6) Towns on a basis which has been agreed to and is satisfactory to the Town Boards of each respective Town;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. That Lagrange will employ a full-time ACO in its employment to be paid an annual salary of Sixty Thousand and 00/100 Dollars (\$60,000.00). The position will be salaried to reflect the varying hours necessary such as the need to attend Court outside of typical working hours. Said ACO shall devote his/her time to each Town as needed. As an employee of Lagrange, the ACO shall be subject to its terms and conditions of employment. However, while on business for the other five (5) Towns, the ACO shall report to its Supervisor and follow its policies to the extent that they do not conflict with his/her terms and conditions of employment.

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

3. That the parties agree that this Agreement will be effective January 1, 2026 for the calendar year; and thereafter, assessed with the intent to renew for a period of one year, and shall automatically renew unless thirty (30) days prior to the expiration of any year, any party gives written notice to the other five (5) parties of its desire to terminate this Agreement. Upon termination, this Agreement will be of no force and effect.

4. It is agreed that the Town Comptroller of Lagrange shall remit a bill to the other Towns pursuant to their respective shares as set forth in paragraph 7 below on a monthly basis with respect to reimbursement of the costs and expenses for Town's share of the ACO and payment of said bill shall be paid to LaGrange within forty-five (45) days of its receipt of said bill.

5. The Towns acknowledge that LaGrange will provide the vehicle that will be utilized by the ACO when performing the services contemplated by this Agreement. It is agreed that LaGrange shall be compensated for the costs and expenses associated with the utilization of its vehicle. These costs and expenses shall include fuel, maintenance, repairs, inspections and insurance which shall be shared among all Towns pursuant to their respective shares as set forth in paragraph 7 below. The Town Comptroller of Lagrange shall remit a bill to the other Towns on a monthly basis with respect to reimbursement of these costs and expenses and payment for a Town's share of said bill shall be paid to LaGrange within forty-five (45) days of its receipt of said bill.

6. The Towns acknowledge that the vehicle utilized by the ACO will depreciate over the duration of this Agreement. It is agreed that the Town of LaGrange Comptroller shall calculate the loss of value in the vehicle on an annual basis utilizing generally accepted accounting principles, specifically standards promulgated by the Internal Revenue Service (IRS). A cost equivalent to the loss in value due to depreciation shall be shared among all Towns pursuant to their respective shares as set forth in paragraph 7 below. The Town Comptroller of Lagrange shall remit a bill to the other Towns annually to reimburse LaGrange for this depreciation in value and payment of said bill shall be paid to LaGrange within forty-five (45) days of its receipt of said bill.

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

8. For so long as this Agreement remains in effect all Towns other than LaGrange shall

remit a quarterly administrative fee to the Town Comptroller of LaGrange in the amount of Fifty and 00/100 Dollars (\$50.00), said administrative fee shall be due on or before the first day of the quarter (January 1, April 1, July 1 and October 1).

9. Leave time shall be equally distributed pursuant to each Town's pro rata share as set forth in paragraph 7 above.

10. This position is classified as an exempt position in the Towns for New York Civil Service Law purposes.

11. Each Town agrees to defend, indemnify and hold harmless the other Towns, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the ACO providing services in their Town pursuant to this Agreement.

12. This Agreement may be executed in counterparts. An electronic copy of a party's signature shall be deemed an original.

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

TOWN OF LAGRANGE

By: \_\_\_\_\_  
Anthony Marinaro, Supervisor

TOWN OF HYDE PARK

By: \_\_\_\_\_

Alfred Torreggiani, Supervisor

TOWN OF BEEKMAN

By: \_\_\_\_\_  
Laureen Abbatantuono, Supervisor

TOWN OF PLEASANT VALLEY

By: \_\_\_\_\_  
Mary Albrecht, Supervisor

TOWN OF POUGHKEEPSIE

By: \_\_\_\_\_  
Rebecca Edwards, Supervisor

TOWN OF CLINTON

By: \_\_\_\_\_  
Michael Whitton, Supervisor

**EXHIBIT A**

2025	Call Count			Population		50% Call Count/  50% Population (2020 Census)
	LaGrange	176	18%	15,975	14%	16%
	Poughkeepsie	295	30%	45,471	41%	35%
	Hyde Park	280	28%	21,021	19%	24%
	Pleasant Valley	132	13%	9,799	9%	11%
	Beekman	64	6%	14,172	13%	10%
	Clinton	50	5%	4,037	4%	4%
	<b>TOTAL</b>	<b>997</b>	<b>100.00%</b>	<b>110,475</b>	<b>100.00%</b>	<b>100%</b>