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Meeting ID: 830 3245 2642

**TOWN OF THOMPSON
-Regular Meeting Agenda-**

THIS MEETING WILL BE HELD IN-PERSON LOCATED AT TOWN HALL, 4052 STATE ROUTE 42, MONTICELLO, NY 12701. THE MEETING WILL ALSO BE STREAMED LIVE ON ZOOM: TO JOIN PLEASE SEE TOWN WEBSITE AT: WWW.TOWNOFTHOMPSON.COM

TUESDAY, MAY 21, 2024

7:00 PM MEETING

**PUBLIC HEARING: RESTORE NY COMMUNITIES INITIATIVE GRANT PROGRAM PARTICIPATION
FOR RE-DEVELOPMENT PROJECT OF THE HISTORIC BROADWAY THEATER**

CALL TO ORDER
ROLL CALL
PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: May 7th, 2024 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Burt Ledina of Rock Hill:** Email dated 05/15/24 to Supt. Messenger Re: Thank You for Assistance with Streetlight Repair.
- **NYS Dept. of Taxation and Finance:** Check #09879372, Dated: 05/08/24 in the amount of \$583,007.40 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 4th Quarter Payment.
- **Jennifer M. Flad, Executive Director, SC IDA:** Letter dated 05/15/24 to Supervisor Rieber & Others Re: Notice of Final PILOT Payment on 457 Equities Monticello Corp. due 02/15/26.
- **Jennifer M. Flad, Executive Director, SC IDA:** Letter dated 05/15/24 to Supervisor Rieber & Others Re: Notice of Final PILOT Payment on Nonni's Acquisition Co., Inc. due 12/15/24.

AGENDA ITEMS:

- 1) RESTORE NY COMMUNITIES INITIATIVE MUNICIPAL RESOLUTION FOR HISTORIC BROADWAY THEATER PROJECT
- 2) ESTABLISH A DATE FOR PUBLIC HEARING: PROPOSED LOCAL LAW NO. 02 OF 2024 RE: NO-PARKING REGULATIONS AT END OF KATRINA FALLS ROAD, ROCK HILL TO INCLUDE BOTH SIDES OF ROADWAY
- 3) DELAWARE ENGINEERING, DPC – APPROVE PROFESSIONAL SERVICES AGREEMENT FOR KIAMESHA WWTP UPGRADE PROJECT
- 4) MHE ENGINEERING – APPROVE PROFESSIONAL SERVICES AGREEMENTS:
 - A) Emerald Green Pump Stations 1, 2, & 3 Upgrades
 - B) Sackett Lake Sewer District I & I
- 5) NORTON ROSE FULBRIGHT US, LLP – BOND COUNSEL SERVICES
 - A) MELODY LAKE WATER DISTRICT WELL HOUSE PROJECT – REVIEW & APPROVE PROPOSED SERVICES AGREEMENT
 - B) HARRIS SEWER DISTRICT UPGRADES PROJECT – REVIEW & APPROVE PROPOSED SERVICES AGREEMENT
- 6) LED LIGHTING PROJECT: REVIEW & APPROVE NYPA PRICE QUOTE FOR NON-ROUTINE MAINTENANCE OF LED STREETLIGHT & POLE REPLACEMENT AT 9 FELDMAN CIRCLE, ROCK HILL, NY (\$2,173.80)
- 7) PARKS & RECREATION DEPARTMENT - RESOLUTION TO DECLARE SURPLUS EQUIPMENT: 1) 4-DRAWER FILING CABINETS FROM TOWN HALL – DISCUSS DONATION/DISPOSAL TO NON-PROFIT & GENERAL PUBLIC

8) WATER & SEWER DEPARTMENT ITEMS:

- A) RESOLUTION TO DECLARE SURPLUS EQUIPMENT: 1) 2017 RAM 1500 PICKUP, VIN # 1C6RR7XT1HS675322 & 2) 2018 RAM 1500 PICKUP, VIN # 1C6RR7XT7JS293172
- B) ACCEPT LETTER OF RESIGNATION & CONSIDER REQUEST FOR A LEAVE OF ABSENCE: MARK PAVLAK, CLASS 3A SEWER TREATMENT PLANT OPERATOR EFF: 06/17/2024

9) BILLS OVER \$5,000.00

10) BUDGET TRANSFERS & AMENDMENTS

11) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

PLEASE TAKE NOTICE, that this Town Board meeting will be held in person and via videoconferencing, as permitted by the NYS Open Meetings Law. The zoom invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the zoom meeting to commence or even continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

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**LEGAL NOTICE
TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that the Town of Thompson Town Board has scheduled a public hearing for Tuesday, May 21, 2024 at 7pm in the Town Hall located at 4052 NYS Route 42, Monticello, NY 12701. The purpose of the hearing is to obtain citizens' views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. This project includes redevelopment of the historic Broadway Theater located at 498 Broadway in Monticello, NY that has been vacant and abandoned for over 20 years. The following properties will be submitted for consideration:

498 Broadway, Monticello - 4,150 Square Feet, redevelopment of a vacant historic downtown theater

As a courtesy and convenience to the public such hearing will also be held remotely via Zoom Video Conference at (<https://us02web.zoom.us/j/83032452642>) – Meeting ID: (830 3245 2642) – Dial by your location +1 646 558 8656 US (New York). Please be advised that if there is disruption in the ability of the Zoom Video Conference, said hearing will commence &/or continue to commence in-person without interruption.

By Order of the Town Board
Town of Thompson
Marilee J. Calhoun, Town Clerk
Dated: May 07, 2024

W

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **May 07, 2024.**

ROLL CALL:

Present: Supervisor William J. Rieber, Jr., Presiding
Councilwoman Melinda S. Meddaugh
Councilman John A. Pavese
Councilman Ryan T. Schock
Councilman Scott S. Mace

DRAFT

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Town Attorney
Melissa DeMarmels, Town Comptroller
Jill M. Weyer, Director of Community Development
Glenn Somers, Parks & Recreation Superintendent
Michael G. Messenger, Water & Sewer Superintendent
James L. Carnell, Jr., Director of Building, Planning & Zoning

Present Via Zoom: None

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:04 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

APPROVAL OF MINUTES:

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the minutes of the April 16th, 2024 Work-Session Town Board Meeting was approved as presented.

Vote: Ayes 5 Rieber, Meddaugh, Schock, Pavese and Mace
Nays 0

On a motion made by Councilwoman Meddaugh and seconded by Councilman Mace the minutes of the April 16th, 2024 Regular Town Board Meetings was approved as presented.

Vote: Ayes 5 Rieber, Meddaugh, Schock, Pavese and Mace
Nays 0

PUBLIC COMMENT:

Pamela Zaitchick of Glen Wild commented on the tree cutting along the roadways throughout the Town. She said that they are cut and left looking terrible.

Supervisor Rieber said that he would advise the Highway Superintendent of the issue.

Councilman Pavese also replied to Ms. Zaitchick's comment, questioning whether it was the Town or outside contractor hired by the utility companies doing the tree cutting.

CORRESPONDENCE:

Supervisor Rieber reported on correspondence that was sent or received as follows:

- Dermot P. Dowd, LS, County of Sullivan – Notice of Contract Paving – From the Intersection of Rock Hill Drive (TH No. 51) North to the Village of Woodridge Line (Entire Road), 5.70 miles
- Richard A. Bell, Commissioner, NYS Agriculture & Markets – Final Notice of Intent for the Proposed Advance of Public Funds to Undertake an Action within an Agricultural District, Harris and Old Route 17 Pump Station and Force Main Project with the Town of Thompson, Sullivan County, Agricultural District No. 4
- Judy Klatzko of Cleveland, Thank You for an Enjoyable Time at the East Mongaup River Park

AGENDA ITEMS:

1) ADDITIONAL DISCUSSION: EXPANSION OF NO-PARKING REGULATIONS AT END OF KATRINA FALLS ROAD, ROCK HILL

Supervisor Rieber reported that he went out and visited the area. He is recommending that the Town propose a local law to impose additional no-parking along the other-side of Katrina Falls Road, Rock Hill near the Unique Area. A proposed local law was prepared and introduced by the Town Attorney. Supervisor Rieber explained the proposed area indicated in the local law. Attorney Mednick said that the proposed local law has been introduced and action to establish a date for a public hearing can be taken at the next Town Board Meeting 05/21/2024. There was no action taken this evening, but further discussion regarding the subject was held.

2) DELAWARE ENGINEERING, DPC – APPROVE PROFESSIONAL SERVICES AGREEMENT FOR EMERALD GREEN/LAKE LOUISE MARIE WWTP PHASE 2 UPGRADES

The Following Resolution Was Duly Adopted: Res. No. 184 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby approves the Professional Services Agreement between the Town of Thompson and Delaware Engineering, D.P.C. for Professional Engineering Services related to the Emerald Green / Lake Louise Marie WWTP Phase 2 Upgrades for a total cost not to exceed \$606,240.00. Further Be It Resolved that the Town Supervisor hereby be authorized to execute said agreement as presented. A copy of the fully executed agreement shall be filed in the Town Clerk's Office and available for review upon request.

Moved by: Councilman Mace
Vote: Ayes 5
Nays 0

Seconded by: Councilman Schock

Rieber, Pavese, Schock, Meddaugh and Mace

3) MHE ENGINEERING – APPROVE PROFESSIONAL SERVICES AGREEMENTS:

- a) **Emerald Green Pump Stations 1, 2, & 3 Upgrades**
- b) **Harris Sewer District Upgrades**
- c) **Sackett Lake Sewer District I & I**

The Following Resolution Was Duly Adopted: Res. No. 185 of the Year 2024.

Resolved, that Agenda Item #3 (items a, b & c) regarding MHE Engineering Professional Services Agreements are hereby tabled until the next Town Board Meeting to be held on 05/21/2024.

Moved by: Councilman Schock
Vote: Ayes 5
Nays 0

Seconded by: Councilwoman Meddaugh

Rieber, Pavese, Schock, Meddaugh and Mace

4) REPORT ON THE TOWN'S INSURANCE POLICY RENEWAL WITH NYMIR

Comptroller DeMarmels and Supervisor Rieber reported on the Town's Insurance Policy Renewal with NYMIR for a total premium of \$211,693.30. The deductible was increased from \$10,000 to \$25,000, which saved the town \$11,000.00 and some of the coverage for the streetlights was removed since all the streetlights would not need replacing at the same-time. The Crime/Cyber Insurance Policy with Travelers is also due for a 3-year renewal at a premium of \$6,537.00.

The Following Resolution Was Duly Adopted: Res. No. 186 of the Year 2024.

Resolved, that the Town of Thompson hereby approves the proposal for Crime/Cyber Insurance Coverage with the Travelers Insurance Company for issuance of the Crime/ Cyber Insurance Policy for a total 3-Year prepaid premium of \$6,537.00 effective May 01, 2024 to May 01, 2027.

Moved by: Councilwoman Meddaugh
Vote: Ayes 5
Nays 0

Seconded by: Councilman Pavese

Rieber, Pavese, Schock, Meddaugh and Mace

5) NORTON ROSE FULBRIGHT US, LLP –

- a) **Confirmation of Fee Schedule for Bond Counsel Services Through 12/31/2024**

The Following Resolution Was Duly Adopted: Res. No. 187 of the Year 2024.

Resolved, that the Town of Thompson confirms that the firm of Norton Rose Fulbright US LLP has continuously represented the Town of Thompson as Bond Counsel. Said representation has been continuous for the period January 1st, 2022 continuing through

(Procurement: Obtained (2) price quotes as follows: 1) USA Bluebook \$5,720.00 and 2) Instrumart \$5,720.00.)

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

Vote: Ayes 5 Rieber, Schock, Pavese, Meddaugh and Mace

Nays 0

8) RESTORE NEW YORK GRANT – BROADWAY THEATER – SET DATE FOR PUBLIC HEARING, MAY 21ST, 7PM

The Following Resolution Was Duly Adopted: Res. No. 191 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes a date for a public hearing on Tuesday, May 21, 2024 at 7:00 PM Prevailing Time to be held at the Town Hall located at 4052 State Route 42, Monticello, NY 12701. The purpose of said public hearing is to obtain citizens' views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. Project includes redevelopment of the 4,150 square feet, vacant historic downtown Broadway Theater located at 498 Broadway in Monticello, NY, which has been vacant and abandoned for over 20 years.

Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh

Vote: Ayes 5 Rieber, Schock, Meddaugh, Pavese, and Mace

Nays 0

9) DISCUSSION – ADMISSION OF NON-TOWN RESIDENTS TO THE TOWN OF THOMPSON YOUTH SUMMER DAY CAMP

The Following Resolution Was Duly Adopted: Res. No. 192 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Town to start a waitlist for the Thompson/YMCA Summer Youth Day Camp Program for Non-Town Residents on a first come first serve basis and that all Town Residents be given preference to register by June 3rd, 2024 to secure space and after such date any remaining openings shall be filled from the waitlist of Non-Town Residents at a cost of \$1,000.00 per youth.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace

Vote: Ayes 5 Rieber, Schock, Pavese, Meddaugh and Mace

Nays 0

10) RHULEN ROCK HILL RUN & RAMBLE 5K- CHANGE OF LOCATION-HOLIDAY MOUNTAIN ROAD TO EDWARDS ROAD

Supervisor Rieber provided the Town Board with an update regarding the re-location of the Rhulen Rock Hill Run & Ramble 5K Event that is scheduled to be held on Saturday, June 15th, 2024. The new location of the race is to be held on Holiday Mtn Road and Edwards Road. The proposed plans were discussed. A copy of the map was provided.

11) BUILDING DEPT. - UNSAFE BUILDINGS – RESOLUTIONS FOR AUTHORIZATION TO PROCEED WITH REPAIR/DEMOLITION & REMOVAL PROCESS

a) Leo Egusquiza, 31 Crystal Street, SBL #: 13.-5-1.1
The Following Resolution Was Duly Adopted: Res. No. 193 of the Year 2024.

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 113 Article I, Unsafe Buildings; and

WHEREAS, the Code Enforcement Officer has presented his written report concerning the building located on the premises located at 31 Crystal St. Monticello, NY 12701

Tax Map No. 13.-5-1.1, Complaint #: 2024-0050; and

WHEREAS, the Code Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Code Enforcement Officer concerning the building described herein and does find that there is grounds to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and is unfit for the purposes for which it may lawfully be used

2. The building(s) described in said report and Exhibit A is hereby ordered to be:
is not repairable and must be demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, New York 12701 on June 18, 2024. (Hearing date not less than 5 business days from date of service of notice)*

4. This resolution shall take effect immediately.

Moved by: Melinda S. Meddaugh

Seconded by: Scott S. Mace

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr. Yes No Absent
Ryan T. Schock Yes No Absent
Scott S. Mace Yes No Absent
John A. Pavese Yes No Absent
Melinda S. Meddaugh Yes No Absent

b) M'Kor Boruch, Route 17B, SBL #: 11.-1-38.1
The Following Resolution Was Duly Adopted: Res. No. 194 of the Year 2024.

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 113 Article I. Unsafe Buildings; and

WHEREAS, the Code Enforcement Officer has presented his written report concerning the building located on the premises located at Route 17B, Monticello, NY 12701

Tax Map No. 11.-1-38.1, Complaint #: 2024-0063; and

WHEREAS, the Code Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Code Enforcement Officer concerning the building described herein and does find that there is grounds to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and is unfit for the purpose for which it may lawfully be used.

2. The building(s) described in said report and Exhibit A is hereby ordered to be:
is not repairable and must be demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, New York 12701 on June 18, 2024. (Hearing date not less than 5 business days from date of service of notice)*

4. This resolution shall take effect immediately.

Moved by: John A. Pavese

Seconded by: Ryan T. Shock

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr. Yes No Absent
Ryan T. Schock Yes No Absent
Scott S. Mace Yes No Absent
John A. Pavese Yes No Absent
Melinda S. Meddaugh Yes No Absent

c) BSD, LLC., 108 Old Liberty Road, SBL #: 13.-1-39

The Following Resolution Was Duly Adopted: Res. No. 195 of the Year 2024.

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 113 Article I, Unsafe Buildings; and

WHEREAS, the Code Enforcement Officer has presented his written report concerning the building located on the premises located at 108 Old Liberty Rd, Monticello, NY 12701

Tax Map No. 13.-1-39, Complaint #: 2022-0054; and

WHEREAS, the Code Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Code Enforcement Officer concerning the building described herein and does find that there is grounds to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and is unfit for the purposes for which it may lawfully be used.

2. The building(s) described in said report and Exhibit A is hereby ordered to be:
is not repairable and must be demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, New York 12701 on June 18, 2024. (Hearing date not less than 5 business days from date of service of notice)*

4. This resolution shall take effect immediately.

Moved by: Melinda S. Meddaugh

Seconded by: Scott S. Mace

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr. Yes No Absent

Ryan T. Schock Yes No Absent

Scott S. Mace Yes No Absent

John A. Pavese Yes No Absent

Melinda S. Meddaugh Yes No Absent

d) Daniel McCormack, 209 South Shore Drive, SBL #: 66.-45-2

The Following Resolution Was Duly Adopted: Res. No. 196 of the Year 2024.

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 113 Article I, Unsafe Buildings; and

WHEREAS, the Code Enforcement Officer has presented his written report concerning the building located on the premises located at 209 South Shore Dr, Rock Hill, NY 12775

Tax Map No. 66.-45-2, Complaint #: 2022-0194; and

WHEREAS, the Code Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Code Enforcement Officer concerning the building described herein and does find that there is grounds to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and is unfit for the purposes for which it may be lawfully be used.

2. The building(s) described in said report and Exhibit A is hereby ordered to be:
is not repairable and must be demolished and removed

3. A Notice as provided in the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, New York 12701 on June 18, 2024. (Hearing date not less than 5 business days from date of service of notice)*

4. This resolution shall take effect immediately.

Moved by: John A. Pavese

Seconded by: Ryan T. Schock

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Ryan T. Schock	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Scott S. Mace	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
John A. Pavese	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Melinda S. Meddaugh	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

a) Leo Egusquiza, 31 Crystal Street, SBL #: 13.-5-1.1

The Following Resolution Was Duly Adopted: Res. No. 197 of the Year 2024.

AT a Regular/Special Meeting of the Town Board of the
Town of Thompson held at the Town Hall, Monticello,
New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Code Enforcement Officer has presented his/her written report concerning the building located on the premises located at 31 Crystal St. Monticello, NY 12701

Tax Map No. 13.-5-1.1, Complaint #: 2024-0050; and

WHEREAS, the Town Board directed the service of a notice on the property owner or other interested person and there has been no compliance with the terms of such notice.

Now, therefore, be it resolved:

1. The owner or other interested party having failed to comply with such notice, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, NY 12701, on June 18, 2024 (Hearing date not less than 5 days from date of service of notice)
2. This resolution shall take effect immediately.

Moved by: Melinda S. Meddaugh

Seconded by: Scott S. Mace

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr. Yes No Absent
Ryan T. Schock Yes No Absent
Scott S. Mace Yes No Absent
John A. Pavese Yes No Absent
Melinda S. Meddaugh Yes No Absent

b) M'Kor Boruch, Route 17B, SBL #: 11.-1-38.1

The Following Resolution Was Duly Adopted: Res. No. 198 of the Year 2024.

AT a Regular/Special Meeting of the Town Board of the
Town of Thompson held at the Town Hall, Monticello,
New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Code Enforcement Officer has presented his/her written report concerning the building located on the premises located at Route 17B, Monticello, NY 12701

Tax Map No. 11.-1-38.1, Complaint #: 2024-0063; and

WHEREAS, the Town Board directed the service of a notice on the property owner or other interested person and there has been no compliance with the terms of such notice.

Now, therefore, be it resolved:

1. The owner or other interested party having failed to comply with such notice, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, NY 12701, on June 18, 2024 (Hearing date not less than 5 days from date of service of notice)
2. This resolution shall take effect immediately.

Moved by: John A. Pavese

Seconded by: Ryan T. Shock

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Ryan T. Schock	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Scott S. Mace	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
John A. Pavese	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Melinda S. Meddaugh	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

c) BSD, LLC., 108 Old Liberty Road, SBL #: 13.-1-39

The Following Resolution Was Duly Adopted: Res. No. 199 of the Year 2024.

AT a Regular/Special Meeting of the Town Board of the
Town of Thompson held at the Town Hall, Monticello,
New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Code Enforcement Officer has presented his/her written report concerning the building located on the premises located at 108 Old Liberty Rd, Monticello, NY 12701

Tax Map No. 13.-1-39, Complaint #: 2022-0054; and

WHEREAS, the Town Board directed the service of a notice on the property owner or other interested person and there has been no compliance with the terms of such notice.

Now, therefore, be it resolved:

1. The owner or other interested party having failed to comply with such notice, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, NY 12701, on June 18, 2024 (Hearing date not less than 5 days from date of service of notice)
2. This resolution shall take effect immediately.

Moved by: Scott S. Mace

Seconded by: Melinda S. Meddaugh

Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Ryan Schock	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Scott Mace	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
John Pavese	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Melinda S. Meddaugh	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

d) Daniel McCormack, 209 South Shore Drive, SBL #: 66.-45-2

The Following Resolution Was Duly Adopted: Res. No. 200 of the Year 2024.

AT a Regular/Special Meeting of the Town Board of the
Town of Thompson held at the Town Hall, Monticello,
New York on May 7, 2024

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Code Enforcement Officer has presented his/her written report concerning the building located on the premises located at 209 South Shore Dr. Rock Hill, NY 12775

Tax Map No. 66.-45-2. Complaint #: 2022-0194; and

WHEREAS, the Town Board directed the service of a notice on the property owner or other interested person and there has been no compliance with the terms of such notice.

Now, therefore, be it resolved:

1. The owner or other interested party having failed to comply with such notice, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at 7:00 PM at the Town Hall, 4052 Route 42, Monticello, NY 12701, on June 18, 2024 (Hearing date not less than 5 days from date of service of notice)
2. This resolution shall take effect immediately.

Moved by: Ryan T. Schock
Seconded by: Melinda S. Meddaugh
Adopted on Motion on: May 7, 2024

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Ryan T. Schock	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Scott S. Mace	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
John A. Pavese	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Melinda S. Meddaugh	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

12) BILLS OVER \$5,000.00 – WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 201 of the Year 2024.

Resolved, that the following bills over \$5,000.00 for the Water & Sewer Department be approved for payment as follows:

MHE Engineering **\$5,950.00 Total Cost**
Invoice # 18340 – Engineering Services through February 2024 for the Harris Sewer District Pump Station Replacement Project (Harris & Old 17 Pump Stations, Project # 20-703.10.

Delaware Engineering **\$95,130.00 Total Cost**
Invoice # 20-2090-19 – Engineering Services through March 2024 on the Kiamesha Lake WWTP Upgrade Project.

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5
Nays 0

Rieber, Pavese, Schock, Meddaugh and Mace

13) BUDGET TRANSFERS & AMENDMENTS

Re: Budget Transfers & Amendments - FYE 12/31/24

Board
Date: Meeting 5/7/2024

Memo: The following Budget Transfers & Amendments are proposed for the following purposes:

- 1) Increase Sullivan 180 grant revenue and appropriations to reflect increase

- 2) Advance additional \$100k from Harris Sewer District to Capital Account for Engineering of Pump Station Project. These funds should be paid back to the district once financing is in place.

- 3) Transfer funds from Melody Lake Sewer to Capital Account to cover negative cash balance remaining from 2014-2016 project

The Following Resolution Was Duly Adopted: Res. No. 202 of the Year 2024.

Resolved, that the following budgetary transfers/amendments hereby be approved as presented.

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 5/7/2024

<u>Account Number</u>	<u>Account Description</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Appropriation Increase</u>	<u>Appropriation Decrease</u>
A000.2770.300	Sullivan 180 Municipal Grant		15,000.00			
A000.8510.402	Sullivan 180 Grant Expenses				15,000.00	

SSHC.0391.000	Due From Other Funds				100,000.00	
H000.0630.000	Due To Other Funds					100,000.00
	Harris Sewer District Capital Project Engineering					
SSMO.9950.900	Transfers to Capital Acct				38,714.00	
H000.5031.000	Transfers from Other Funds		38,714.00			

Totals 53,714.00 - 153,714.00 100,000.00

Net Effect To Budget -

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
Nays 0

14) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 203 of the Year 2024.

Resolved, that all regular bills for the course of the month, which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached. ²

Moved by: Councilman Schock Seconded by: Councilman Pavese
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
Nays 0

OLD BUSINESS

1) APPOINTMENT OF JOANNE GEROW TO POSITION OF DOG CONTROL OFFICER, EFECTIVE 05/07/2024 & RESOLUTION TO AUTHORIZE SALARY OF \$40,000.00

The Following Resolution Was Duly Adopted: Res. No. 204 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby appoints Joanne Gerow to the position of Dog Control Officer effective May 7th, 2024 for the remainder of the year

² ATTACHMENT: ORDER BILLS PAID

2024 and approves the salary for the Dog Control Officer position at the salary of **\$40,000.00.**

Moved by: Councilwoman Meddaugh Seconded by: Councilman Pavese

Vote: Ayes 5 Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

NEW BUSINESS

1) AUTHORIZE TOWN TO SUBMIT ADDITIONAL GRANT FUNDING APPLICATIONS TO SULLIVAN COUNTY YOUTH BUREAU & TO WAL-MART CHARITABLE FUNDING PROGRAM FOR (SUMMER YOUTH DAY CAMP PROGRAM)

The Following Resolution Was Duly Adopted: Res. No. 205 of the Year 2024.

Resolved, that the Town of Thompson Town Board hereby authorizes submittal of an additional grant application up to \$3,000.00 to the Sullivan County Youth Bureau and an additional grant application to the Wal-Mart Charitable Funding Program for the 2024 Summer Youth Day Camp Program and that the Town Supervisor hereby be authorized to execute the applications, which Jill M. Weyer, Director of Community Development is authorized to complete and submit on behalf of the Town of Thompson.

Motion by: Councilwoman Meddaugh Seconded by Councilman Pavese

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

2) LED LIGHTING PROJECT: REVIEW & APPROVE NON-ROUTINE MAINTENANCE OF LED STREETLIGHT TO REPLACE ALUMINUM POLE AT 15 JAMES PLACE, KIAMESHA LAKE, NY (\$2,173.80)

The Following Resolution Was Duly Adopted: Res. No. 206 of the Year 2024.

Resolved, that the Price Quote from the New York Power Authority (NYPA) on behalf of EJ Electric for non-routine maintenance of the LED Streetlight Pole Replacement located in the Town of Thompson at 15 James Place, Kiamesha Lake, NY hereby be approved as presented for a total estimated cost of \$2,173.80 to be allocated out of the non-routine maintenance budget for the LED Street Lighting Project.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Mace

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- **RESOLUTION TO AUTHORIZE DIESEL FUEL ADDITIVE WITH FUEL VENDOR BLACK BEAR FUEL AT .0075 CENTS PER GALLON**

The Following Resolution Was Duly Adopted: Res. No. 207 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the purchase of a Diesel Fuel Additive to the Diesel Fuel through the Town Fuel Vendor

Town Board Meeting

May 07, 2024

Page 16 of 18

Jus-Sar Fuel, Inc. dba Black Bear Fuel & Resnick Energy at additional cost of .0075 cents per gallon effective immediately.

Moved by: Councilman Schock Seconded by: Councilwoman Meddaugh

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

Parks & Recreation Superintendent Glenn Somers

- Hamilton Road Community Litter Pluck Event – Was held this past Saturday, May 4th and approximately 1650 lbs. of debris were collected.
- Fly Fishing Event – Was held this past Saturday, April 27th at the Neversink River Access Park, which was well attended.
- Town Hall HVAC System Repairs – David Kerber, employee from the Highway Department came to Town Hall last week to help repair the HVAC System at the Town Hall. Supt. Somers thanked him for coming to help assist with the repairs. He also thanked Highway Supt. Richard Benjamin for allowing Mr. Kerber to come and assist with the repairs.

Councilman John A. Pavese

- Cold Spring Road Property Acquisition for Highway Department Repair Facility/Garage. He reported on the concrete flooring issue. Discussion was held regarding the matter.

PUBLIC COMMENT

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 05/07/24 at 7PM: Regular Town Board Meeting.

EXECUTIVE SESSION

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the Town Board entered into Executive Session at 8:30 PM with Attorney Mednick, Comptroller DeMarmels, Supt. Messenger, Supt. Somers, Director Carnell and Director Weyer to discuss current investigation and possible enforcement matters.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the Town Board returned from Executive Session at 8:49 PM. There was no further action taken.

ADJOURNMENT

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the meeting was adjourned at 8:50 PM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:

Marilee J. Calhoun
Marilee J. Calhoun, Town Clerk

G

From: **Burt Ledina**

Date: Wed, May 15, 2024 at 9:56 AM

Subject: Re: Light Pole not lighting

To: Michael Messenger

Well, I always wondered how long it takes (NYSEG) to replace a light bulb, but now I know.

The street light at Brighton Lane and Lakeshore Drive South was finally returned to service some six and one-half months after I first reported the outage. (I am sure the problem was more than just a light bulb.)

I thank Mike Messenger of the Town of Thompson Highway Department and the office of Assembly member Aileen Gunther for their help, cooperation and G-d knows what other efforts to get this done. I am sure that this winter the children and their parents who waited in the cold early morning darkness for their school bus last winter will appreciate this repair and the restoration of light at this corner of the world.

Good luck to all!

Burt Ledina

State of New York

REMITTANCE ADVICE for CHECK NO. 09879372

A

NOTICE: To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
GAM01 NYS Gaming Commission		00035798	RWC Distrib 4th Qtr 23-24	04/01/24	583,007.40

GOVT ENTITIES, VENDORS, NOT-FOR-PROFITS:

Non-Negotiable

Check Total

\$583,007.40

Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

04685130

\$583,007.40

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

MAY 08, 2024

GAM01

Check No. 09879372

29-55
213

A

KNOW YOUR ENDORSER

Pay to the Order of: **THOMPSON TOWN OF**

\$583,007.40

Thomas P. DiNapoli
 Thomas P. DiNapoli
 State Comptroller

KeyBank N.A.

Amanda Hiller
 Amanda Hiller
 Acting Commissioner, Taxation and Finance

⑈09879372⑈

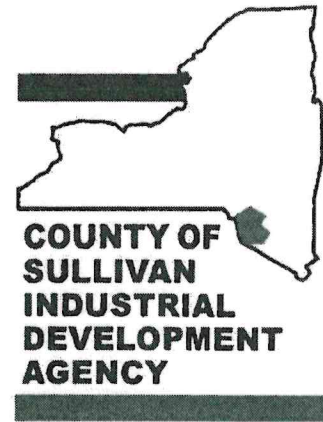
Down \$ 17,000 +
YEAR over YEAR



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2023

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3016.000	CASINO LICENSING FEE & GAMING REVENUES									
	BEGINNING BALANCE									
	RW Catskills Quarterly pmt	5	5/30/2023	CR112794	NYS ck# 09327880	\$0.00	\$0.00	\$489,700.06	\$0.00	\$0.00
	RW Catskills Quarterly pmt - Hold Harmless	5	5/30/2023	CR112794	NYS ck# 09327880	\$0.00	\$0.00	\$110,679.26	\$0.00	\$0.00
					Mth 5	\$0.00	\$0.00	\$600,379.32	\$0.00	(\$600,379.32)
	YTD Total for A000.3016.000				CASINO LICENSING FEE & GAMING REVENUES	(\$2,526,520.00)	\$705,688.17	\$1,306,067.49	\$0.00	(\$600,379.32)
	Total for Fund A000					\$0.00	\$0.00	\$600,379.32	\$0.00	(\$600,379.32)
	Grand Total					\$0.00	\$0.00	\$600,379.32	\$0.00	(\$600,379.32)

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577 FAX
TTY 711



May 15, 2024

Mr. Joshua Potosek, Sullivan County Manager
joshua.potosek@sullivanny.us

Mr. William J. Rieber, Jr., Supervisor
Town of Thompson
4052 State Route 42
Monticello, New York 12701
supervisor@townofthompson.com

Ms. Rochelle Massey, Mayor
Village of Monticello
2 Pleasant Street
Monticello, New York 12701
mrmassey@villageofmonticello.com

Dr. Matthew T. Evans, Superintendent
Monticello Central School District
60 Jefferson Street, Suite 3
Monticello, New York 12701
MEvans@k12mcsd.net

Re: County of Sullivan Industrial Development Agency with 457 Equities Monticello Corp. (Town of Thompson SBL# 115.-6-2)

Dear County Manager Potosek, Supervisor Rieber, Mayor Massey, and Superintendent Evans,

In accordance with recent changes to New York State Law, I am writing to advise that the final Payment in Lieu of Taxation ("PILOT Payment") from 457 Equities Monticello Corp. ("Company") to the County of Sullivan Industrial Development Agency ("Agency") is due February 15, 2026. The Lease to Agency and Leaseback to Company will terminate on February 28, 2026. The project parcel will be returned to the taxable roll on or before the March 1, 2026 taxable status day.

If you have any questions, please do not hesitate to contact me. Thank you.

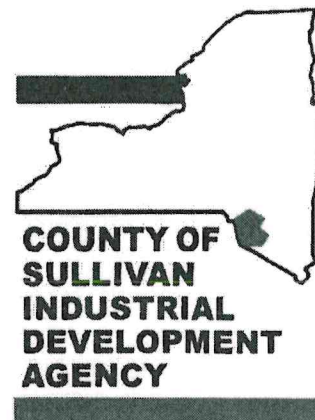
Sincerely,

Jennifer M Flad
Executive Director

ec:

Janet Young, Sullivan County Budget Director, janet.young@sullivanny.us
Rosemarie Savaglio, Executive Assistant to the County Manager, rosemarie.savaglio@sullivanny.us
Van Krzywicki, Assessor, Town of Thompson, assessor@townofthompson.com
Donald Appel, Village of Monticello Treasurer, VOMTreas@villageofmonticello.com
Elizabeth Terwilliger, MCSD Accountant/ Treasurer, ETerwilliger@k12mcsd.net

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577 FAX
TTY 711



May 15, 2024

Mr. Joshua Potosek, Sullivan County Manager
joshua.potosek@sullivanny.us

Mr. William J. Rieber, Jr., Supervisor
Town of Thompson
4052 State Route 42
Monticello, New York 12701
supervisor@townofthompson.com

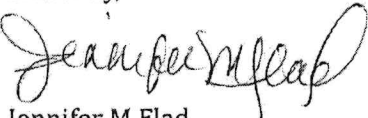
Dr. Patrick Sullivan, Superintendent
Liberty Central School District
115 Buckley Street
Liberty, New York 12754
PSullivan@LibertyK12.org

**Re: County of Sullivan Industrial Development Agency with Nonni's Acquisition Co., Inc.
(Town of Thompson SBL# 1.-1-4.1)**

Dear County Manager Potosek, Supervisor Rieber, and Superintendent Sullivan,

In accordance with recent changes to New York State Law, I am writing to advise that the **final Payment in Lieu of Taxation** ("PILOT Payment") from Nonni's Acquisition Co., Inc. ("Company") to the County of Sullivan Industrial Development Agency ("Agency") is due December 15, 2024. The Lease Agreement between the Agency and the Company will terminate on February 15, 2025. The project parcel will be conveyed by the Agency to the Company and returned to the taxable roll on or before the March 1, 2025 taxable status day.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Jennifer M Flad
Executive Director

ec:
Rosemarie Savaglio, Executive Assistant to the County Manager, rosemarie.savaglio@sullivanny.us
Van Krzywicki, Assessor, Town of Thompson, assessor@townofthompson.com
Laurene McKenna, Liberty CSD Assistant Superintendent for Business, lmckenna@libertyk12.org

AI
#1

Public Hearing + Property Assessment List Combo Public Posting:

You MAY do the public hearing and property assessment public posting in ONE posting. It would then need to run for three consecutive days. If combined, it would look something like the below.

The Town of Thompson Town Board has scheduled a public hearing for May 21, 2024 at 7pm in the Town Hall located at 4052 NYS Route 42, Monticello, NY 12701. The purpose of the hearing is to obtain citizens' views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. This project includes redevelopment of the historic Broadway Theater located at 498 Broadway in Monticello, NY that has been vacant and abandoned for over 20 years. The following properties will be submitted for consideration:

498 Broadway, Monticello - 4,150 Square Feet, redevelopment of a vacant historic downtown theater

Municipal Resolution:

Please keep in mind this does NOT NEED TO BE THE EXACT WORDING. This is for reference ONLY. Please complete the municipal resolution however your municipality would normally go about this.

WHEREAS the Town of Thompson is eligible for grant funding under Round 8 of the Restore NY Communities Initiative Municipal Grant Program, and

WHEREAS the Town Board has considered proposals that qualify for funding under the program and selected one project to be included in an application that will be submitted to Empire State Development Corporation (ESDC) as follows:

Redevelopment of the Broadway Theater, 498 Broadway, Monticello. The project will renovate the 4,150 square foot abandoned downtown historic theater into community and commercial space.

WHEREAS this project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities in the Town of Thompson.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby supports and will sponsor an application for Restore NY funding for 1 property located at 498 Broadway in Monticello, NY and will administer the grant in accordance with all applicable rules and regulations established by ESDC, and

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to sign the applications and any agreements required by ESDC for grant funding that results from the application.

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>
Sent: Friday, May 3, 2024 12:21 PM
To: 'Supervisor Rieber '; 'marilee (clerk-town of thompson)'
Cc: 'Deputy Clerk (Town of Thompson)'
Subject: Public Hearing and Resolution Restore NY
Attachments: Public Hearing and Resolution'.docx

Here is the information on Restore NY application and the public hearing/postings and resolution needed and draft language. I'm waiting to hear from RUPCO on more details but wanted to get this to you for the packet of what needs to be done to be able to submit an application by the deadline of May 22nd. All costs for the posting and the application fee (\$500) will be payable by the property owner, the Sullivan County Land Bank.

#2

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on May ___, 2024

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A
LOCAL LAW**

WHEREAS, there has been introduced at a meeting of the Town Board of the Town of
Thompson held on May ___, 2024, a proposed Local Law No. 2 of 2024, entitled "A Local Law
to amend the Town of Thompson Code, Chapter 231, entitled "Vehicles and Traffic".

NOW, THEREFORE, BE IT RESOLVED, that a Public Hearing be held on said
proposed Local Law by the Town Board of the Town of Thompson on June ____, 2024 at 7:30
P.M., or as soon thereafter as said Public Hearing shall be convened, at the Town Hall, 4052
Route 42, Monticello, New York, and at least three (3) days' notice of such Public Hearing be
given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board
of the Town of Thompson and by publishing such Notice at least once in the official newspaper
of said Town.

Moved by _____

Seconded by _____

Adopted on Motion May_____, 2024

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilperson SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Local Law No. ____ of 2024

A local law amending Chapter 231, Article V of the Town of Thompson Code, entitled Vehicles and Traffic."

Be it enacted by the Town Board of the Town of Thompson

1. Chapter 231, Article V, Section 231-46, Schedule K of the Code of the Town of Thompson entitled "Vehicles and Traffic, Schedule K" is hereby amended to add the following:

Name of Street	Side	Location
Katrina Falls Road	Both	Starting at the intersection of Katrina Falls Road and Wolf Lake Road extending from said intersection on the easterly side of Katrina Falls Road to a point approximately 100 feet from NYSEG Pole #495 located on the easterly side of Katrina Falls Road, on an approximate bearing of 25 degrees northeasterly of and from NYSEG Pole #495; and on the westerly side to the end of Katrina Falls Road

2. The Town hereby determines that this amendment is an Unlisted action that will not have a significant effect on the environment and, therefore, no other determinations or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

3. Except as herein specifically amended, the remainder of Chapter 231 of such Code shall remain in full force and effect.

4. If any section, part or provision of this local law or the application thereof to any person, property or circumstance is adjudged invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the section, part or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof.

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the Chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.

6. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph which applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 2024 of the Town of Thompson was duly passed by the Town Board on _____, 2024 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20__, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 20__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20__ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of Sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 20__ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

~~Clerk of the county legislative body, city, Town, village clerk or officer designated by local legislative body~~

Date: _____, 2024

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: _____, 2024

Attorney for Town of Thompson

#3



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 15, 2024

Mr. William J. Rieber, Jr.
Town Supervisor
Town of Thompson
4052 State Route 42
Monticello, NY 12701

Re: Kiamesha Wastewater Treatment Plant Upgrade
CWSRF Project No. : C3-5378-06-00

Sub: Professional Services Contract - Amendment No. 1
Construction Phase Services

Dear Mr. Rieber:

Enclosed for Town review is our contract proposal to provide professional services for construction-phase services as the necessary follow-up to the current contract (executed January 5, 2021) for additional project planning, SPDES permit-related activities, as well as the design and bid/award for the planned upgrade to the Town's Kiamesha WWTP. This contract amendment outlines our proposed scope of work and contract terms associated with the concurrent/single phase construction of all project components including the UV disinfection, general upgrades, DPW Maintenance Building and ATAD.

We have worked with the Town to be in line to secure \$20M in grants and \$13M in 0% loans for the upgrade. We are continuing work with the Town to close on a Project Financing Agreement (PFA) with NYS Environmental Facilities Corporation (NYSEFC) prior to the September 2024 deadline. This contract amendment is one of the last items required to be submitted to NYSEFC for the PFA.

All work associated with the professional services detailed in the previous contract and this amendment, are anticipated to be financed through the NYSEFC's *Clean Water State Revolving Fund* (CWSRF) program and, as such, this agreement includes the NYSEFC required contract provisions. (See Attachment D).

Please review this contract and advise us of any desired changes. If all appears acceptable, and the Town Board resolves to accept the contract, please forward us a copy of the Town Board resolution and endorse the signature page and send a scanned copy back to our Oneonta office.

Other New York Offices:

·Albany ·Goshen ·Liberty ·Monticello ·Red Hook ·Port Chester
www.delawareengineering.com

I. SCOPE AND FEE SUMMARY

We propose to complete the professional services for a not-to-exceed cost of **\$2,096,632**. This cost, as well as the current design-phase contract cost, matches the numbers currently contained in the current Exhibit C ESTIMATED PROJECT COSTS table (see Attachment A as returned to NYSEFC on April 9, 2024) in the pending Project Finance Agreement with NYSEFC for CWSRF Project No. C3-5378-06-00. **All costs contained in this amendment and the current contract are covered under the WIIA grant.**

In order to comply with NYSEFC Program Requirements for Non-Construction Contracts, Delaware is required to seek subcontracts from NYS Certified Minority and/or Women Business Owned Enterprises (M/WBEs). We submitted our MWBE Utilization Plan for the original contract and received waiver approval dated September 13, 2022. We will continue to follow NYSEFC requirements, including continuance of a partial waiver from NYSEFC.

We plan to subcontract with, and/or solicit proposals from qualified M/WBE firms, as well as non-certified firms, for various services as set forth below and update and submit a UP to NYSEFC following execution of this contract amendment. If a firm can satisfy the scope of work, with competent personnel, within the required timeframes and, if their cost is less than or equal to the budgeted cost, we will consider subcontracting all or a portion of that work.

A summary of the professional services tasks and a breakdown of costs for this contract amendment is as follows:

Construction Phase Engineering Services Tasks to be provided:

Task 7 – Engineering During Construction	\$1,403,432
Task 8 - On-Site Observation Services	\$508,200
Task 9 – As-Built/Record Drawings	\$35,000
Task 10 – NYSEFC Contract Compliance/Subcontractor Coordination	<u>\$40,000</u>
Subtotal – Engineering	1,986,632
Task 11 – Construction-Phase Subcontracts	
• Additional Financing Administration	\$35,000
• As-Built Surveying	\$15,000
• Geotechnical Services	\$10,000
• Special Inspections	\$20,000
• Construction Materials Testing Services	<u>\$30,000</u>
Subtotal Subcontracts	\$110,000
Contract Amendment No. 1 Total – Construction Phase Professional Services	<u>\$2,096,632</u>

II. ASSUMPTIONS

This contract is based on the following assumptions:

- The professional services described herein, will be based on the upgrade plan included in the current design and as set forth in the Engineering Report entitled “Kiamesha Lake WWTP Upgrade Preliminary Engineering Report – Amendment No.1 and 2” dated January 18, 2024 and prepared by Delaware Engineering, D.P.C. The report and amendment was approved by the NYS Department of Environmental Conservation on February 13, 2024.
- Th cost for this amendment, as well as the current design-phase contract cost, matches the numbers currently contained in the current Exhibit C ESTIMATED PROJECT COSTS table (see Attachment A as returned to

NYSEFC on April 9, 2024) in the pending Project Finance Agreement with NYSEFC for CWSRF Project No. C3-5378-06-00. All costs contained in this amendment and the current contract are covered under the WIIA grant.

- Coordination of work by prime construction contractors, or any of their subcontractors, suppliers, etc. is expressly the responsibility of the primes and not included as part of Delaware's services.
- Since the project cost is greater than \$500,000, plans and specifications will be prepared, and construction will proceed in accordance with NYS Municipal Law for four prime contracts which will exceed \$35,000 per contract (i.e., General, Electrical, HVAC, and Plumbing)
- Construction will take place in one phase, utilizing one set of contract documents for all project components including the UV disinfection, general upgrades, DPW Maintenance Building and ATAD.
- All construction work will be performed by outside contractors - no work will be undertaken by the Town.
- All WWTP operations will remain under the complete control of the Town's WWTP staff, and operations will continue to proceed during the work.
- Delaware will coordinate with WWTP and other Town staff. We will prepare for and, if desired by the Town, attend monthly Town Board meetings to apprise the Town of project activities.
- In order to comply with NYSEFC Program Requirements for Non-Construction Contracts, Delaware is required to seek subcontracts from NYS Certified Minority and/or Women Business Owned Enterprises (M/WBEs). We submitted our MWBE Utilization Plan for the original contract and received waiver approval dated September 13, 2022. We will continue to follow the NYSEFC program requirements to seek as much M/WBE participation as is cost effective and technically feasible, while ensuring that quality is maintained and implementation of the project is unimpeded.
- A separate work task has been included for addressing compliance with NYSEFC Non-Construction Contract requirements including Utilization Plans, EEO compliance and related other work. This work is done specifically to address NYSEFC financing needs and is not part of typical design/bid/construction work. In addition, significant costs are incurred in order to solicit quotes and coordinate subcontracts.

III. SCOPE OF SERVICES

The current design phase contract included the following tasks:

- Task 1 – Project Planning
- Task 2 – SPDES Permit Related Activities
- Task 3 – Design Services
- Task 4 – Bid/Award
- Task 5 – NYSEFC Contract Compliance
- Task 6 – Subcontracts

The tasks included in this contract amendment and necessary for the construction phase are as follows:

- Task 7 – Engineering During Construction
- Task 8 – On-Site Observation Services
- Task 9 – As-Built/Record Drawings
- Task 10 – NYSEFC Contract Compliance/Subcontractor Coordination
- Task 11 – Construction Phase Subcontracts

A description of the work for each of these tasks follows:

Task 7 - Engineering During Construction:

These services are conducted by design/office staff.

1. Advise NYSDEC and NYSEFC, in writing, of the construction schedule and schedule to commence construction.
2. Review and process contractor shop drawings and submittals as necessary to confirm that the contractor is providing the items in conformance with the approved Contract Documents.
3. Maintain three files containing contractor shop drawings and submittals. Provide one copy to the Town for use during construction and for future record purposes. Provide one copy to the on-site inspector for use during construction. The third copy will be maintained in the Engineer's office.
4. Prepare for and attend a preconstruction meeting with WWTP staff, other Town personnel, Financial Administrator and awarded contractors to review status of project. NYSDEC and NYSEFC will be invited to attend this meeting.
5. Prepare for and attend periodic, but not more frequently than monthly, progress meetings throughout construction with WWTP staff, Town personnel, and contractors. Minutes from these meetings will be prepared and distributed to involved parties.
6. Periodically visit the project site to review progress of work. Design engineering staff will periodically visit the project site to review progress of work; duration of on-site visit will be up to 4 hours. We have budgeted up two visits per month for this activity.
7. Review and process monthly contractor payment requests for each of the four prime contracts including review of the draft "pencil" copy of the AIA forms, generation of final AIA payment request cover sheet form and spreadsheet form to substantiate costs.
8. Submit recommendation for payment letter, with cost information (e.g., AIA forms, cost summary spreadsheet, etc.), for each contractor payment request to the Town and NYSEFC •Financial Administration Consultant. Project budget is based on preparation of payment requests (including the final) for the General (up to 10), Electrical (up to 8), HVAC (up to 4) and Plumbing (up to 4) contracts.
9. Process project change orders. Costs are based on preparation of up to a total of four (4) change orders for General and Electrical contracts and up to two (2) change order for HVAC and Plumbing contracts (including the final over/under) for this project. Change orders will be prepared and submitted for review and approval by NYSEFC.
10. Discuss project activities with the on-site representative, the Town and the prime contractors.
11. Conduct Substantial Completion/Pre-Start Up Inspection with the Town and the contractors to confirm that work has been successfully completed to a level that will allow start up to occur and to develop a punch list of remaining work, if needed. Contractors will complete remaining work before submitting final payment request. NYSEFC and NYSDEC will be invited to this inspection.
12. Prepare contract close-out packages, including the certificate of substantial completion, contractor's affidavit of release of liens and final payment request, and forward to the prime contractors and the Town for processing. Forward fully executed copies to the Town, Financial Administrator and prime contractors.
13. After successful start-up, conduct Final Inspection with the prime contractors and the Town to confirm compliance with approved plans. NYSEFC and NYSDEC will be invited to this inspection.
14. Develop letter and complete NYSEFC Certification of Project Completion form and forward to NYSEFC, with copy to NYSDEC, certifying that the project was constructed in accordance with the plans and specifications.
15. Prepare for and, attend monthly Town Board meetings to apprise the Town of project activities.

Costs for engineering during construction services are based on an 18-month (78 weeks) construction period plus two (2) months each pre and post construction for a total of 22 months (95 weeks) and will be billed based on actual labor and expenses. **This is a duration sensitive work item and these services are necessary in order to satisfy NYSEFC project approval requirements.** As such, if the construction period extends beyond the 22-month period, and if project budgets are anticipated to be insufficient to complete the work, a contract amendment for additional services will be prepared for Town consideration.

Site Visits:

- To WWTP – budget based on average of 2 per month during construction
- To Town Board Meetings – monthly

Deliverables:

- Construction commencement/schedule letter to NYSDEC & NYSEFC
- Contractor payment requests – to Town and NYSEFC Financial Administrator
- Submittals/shop drawing files – one copy to Town, one copy to on-site representative, and one copy to remain in Engineer's office
- Change orders – to Town and NYSEFC
- Contractor closeout packages
- Construction certification letter and form to NYSEFC with copy to NYSDEC

Subcontract work associated with this task: (see Task 11 below)

- Additional Financial Administration
- As-Built Surveying
- Geotechnical Engineering
- Special Inspections
- Construction Phase Materials Testing
- Document Reproduction

Task 8 - On-Site Observation Services:

1. Observe on-site construction activities to ensure that work is conducted in accordance with the approved Contract Documents
2. Maintain regular contact with the Town WWTP staff, contractors and design/office staff to review progress and discuss project issues.
3. Coordinate scheduling for on-site materials testing with the prime contractors and the project subconsultant(s)
4. Complete daily reports (on Engineer's Raken software system), including photographs, to document project construction and maintain in a three-ring binder. Maintain two copies of the binder and provide one copy of the binder to the Town at completion of work.
5. Annotate and maintain one set of Contract Drawings to record as-built conditions and any changes. Provide to office staff at completion of work to facilitate preparation of as-builts.
6. Attend in Town/on-site meetings including preconstruction, progress, substantial completion, funding and/or regulatory agency, and final inspection meetings.

Construction activities which necessitate an on-site presence are anticipated to commence in January 2025 and proceed full time from January 2025 through June 2026 (18 months) and part time for two more months, from July 2026 through August 2026; total of 20 months. **For this project we will provide the services of one on-site representative.** We have budgeted up to 3,735 hours for onsite observation services by one on-site representative. This is based on anticipated full time (up to 8 hours per day on site plus one way travel for 1 hours = 9 hours/day) inspection for approximately 18 months (78 weeks) (9 hours/day x 5 days/week x 78 weeks = 3,510 hours) and part time (up to 4 hours per day on site plus one way travel for 1 hours = 5 hours/day) for approximately 2 months (9 weeks) (5 hours/day x 5 days/week x 9 weeks = 225 hours) inspection during onsite work performed by the contractor. Costs billed to the Town will be based on a rate of up to \$120/hour plus reimbursable expenses including mileage at Federal rate, for the on-site representative at actual on-site hours plus one way travel plus office time associated with the creating/maintaining the onsite observation log (i.e.,

downloading and labeling photos, editing and filing daily reports, etc.). **This is a time and duration sensitive work item and these services are necessary in order to satisfy NYSEFC project approval requirements.** As such, if it appears hours required will exceed that anticipated and budgeted, and/or if the construction period extends beyond the 20-month period, and if project budgets are anticipated to be insufficient to complete the work, a contract amendment for additional services will be prepared for Town consideration.

Site Visits:

- To WWTP during construction

Deliverables:

- Daily report binder with daily reports and project photographs and USB stick drive with reports and pictures. (Provide one copy to Town upon completion of work)
- Markup of contract drawings - for As-Built preparation to Engineer

Subcontract work associated with this task: (see Task 11 below):

- Geotechnical Eval
- Construction Materials Testing
- Special Inspections per NYS Building Code

Task 9 - As-Built/Record Drawings:

1. Prepare as-built/record drawings, based on As-Built information provided by the contractors and collected by the on-site representative during construction.
2. Provide two sets of paper 24" x 36" drawings and a digital copy in .pdf format and AutoCAD format to the Town for record purposes.
3. Provide up to one set of paper 24" x 36" drawings and a digital copy in .pdf format to both NYSEFC and NYSDEC, if requested.

Deliverables:

- As-Built Drawings (2 full-size paper and one digital in .pdf format) - Town
- As-Built Drawings (up to 1 full-size paper and one digital in .pdf format) – NYSEFC, if requested
- As-Built Drawings (up to 1 full-size paper and one digital in .pdf format) – NYSDEC, if requested

Subcontract work associated with this task: (see Tasks 11 below):

- As-Built Surveying
- Document Reproduction

Task 9 – Additional NYSEFC Contract Compliance/Subcontractor Coordination:

This work task has been added for addressing compliance with NYSEFC Non-Construction Contract requirements including Utilization Plans, EEO compliance and other related work during the construction phase. This work is done specifically to address NYSEFC financing needs and is not part of typical design/bid/construction work.

Work will include:

1. Prepare and submit EEO and Utilization Plans and updates to NYSEFC.
2. Provide construction phase information to the NYSEFC Financial Administration subcontractor and the Town.
3. Communications with NYSEFC M/WBE and technical staff.
4. Contract related activities, including solicitation for quotes, and coordination with M/WBE subcontractors.

5. Work related to responding to NYSEFC requests for other documents related to contract agreements, the PFA and loan closings, construction closeout and other items.

Task 10 – Construction-Phase Subcontracts:

In order to comply with NYSEFC Program Requirements for Non-Construction Contracts, Delaware is required to seek subcontracts from NYS Certified Minority and/or Women Business Owned Enterprises (M/WBEs). We submitted our MWBE Utilization Plan for the original contract and received waiver approval dated September 13, 2022. We will continue to follow NYSEFC requirements, including continuance of a partial waiver from NYSEFC.

We plan to subcontract with, and/or solicit proposals from qualified M/WBE firms, as well as non-certified firms, for various services as set forth below and update and submit a UP to NYSEFC following execution of this contract amendment. If a firm can satisfy the scope of work, with competent personnel, within the required timeframes and, if their cost is less than or equal to the budgeted cost, we will consider subcontracting all or a portion of that work.

Subcontract services are anticipated to be executed with and/or solicited from currently certified firms for the following work in order to demonstrate a good faith effort to seek compliance with NYSEFC Minority and Women Owned Business Enterprises (M/WBE) requirements.

- Additional Financial Administration – Municipal Solutions (WBE)
- As-Built Surveying – REGEN, LLC
- Geotechnical Engineering – Atlantic Testing (WBE) or others
- Special Inspections – Atlantic Testing (WBE) or other
- Construction Phase Materials Testing – Atlantic Testing (WBE) or other

Estimated fees for the proposed subcontracts are provided below. However, quotes for all of these services have not yet been received. As such, line items within our budget will be adjusted once all quotes are in hand.

We may also conduct solicitation from other certified and non-certified firms, for the above-listed or other services as the project proceeds and requirements are refined, with resultant contracting based on the most cost-effective proposal which can also meet the project schedule. That is, we will follow the NYSEFC program requirements to seek as much M/WBE participation as is cost effective and technically feasible, while ensuring the quality is maintained and implementation of the project is unimpeded. Firms selected via the solicitation process in the design phase which are not certified as MWBE (e.g., REGEN, LLC) will be retained to provide construction-phase services.

Delaware’s MWBE Utilization Plan (UP) and waiver request for the design phase was approved by NYSEFC on 9/13/22 (see Attachment E). We plan to update the UP - with the above-listed construction-phase subcontracts, as well as, changes to the design-phase subcontracts – with the Town and MSI following Town approval of this contract, and submit it along with reporting documents to NYSEFC.

All subcontracts will include, and be subject to, the NYSEFC Program Requirements and Bid Packet for Non-Construction Contracts (Mandatory State Financial Assistance Terms and Conditions For Contracts Funded with New York State Financial Assistance Only Effective October 1, 2023).

A summary of the actual and/or planned subcontract work is as follows:

- **Additional Financial Administration** – Municipal Solutions, Inc. (MSI) (WBE)

We plan to continue to Financial Administration services work with MSI, a NYS-certified WBE, who has worked with Delaware on this and numerous projects. They will continue – from the design phase - to provide services to work with Delaware Engineering and the Town to prepare paperwork for compliance with NYSEFC requirements.

MSI will be responsible for collecting and organizing all submittals that the Town needs to provide to the NYSEFC, and coordinating with the Town MBO to ensure that the submittals are sent to NYSEFC. In addition, MSI will assist Delaware and prime contractors with MWBE compliance activities.

A budget of \$25,000 was included in the original design-phase contract. Our current subcontract – executed in March 2021 - with MSI has a budget of \$7,000 for a 6-month term. The approved UP also lists MSI's contract at \$7,000. Work has and will continue beyond this 6-month period. As such, we have requested a new subcontract proposal from MSI and will execute a subcontract amendment and modify the UP once a new budget has been received for construction-phase work. We have budgeted \$35,000 for MSI work for a 24-month period.

- **As-Built Surveying** – REGEN, LLC

Contract solicitation in accordance with NYSEFC requirements was conducted for boundary and topographic site surveying required for design as well as for post-construction survey to obtain as-built information for Engineer's use in producing record/as-built drawings. REGEN, LLC, a non-MWBE certified firm, was selected as they satisfied RFP requirements at the lowest price and could meet the project schedule. We have worked successfully with REGEN for many years on a multitude of projects. Our current contract with REGEN covered design phase surveying so we will obtain a proposal and subcontract with REGEN for the remaining work for the construction phase including post-construction surveying to verify locations and elevations of the upgraded facility.

A budget of \$15,000 has been established for this work. A formal subcontract will be developed once this contract has been executed and a proposal is received from REGEN.

- **Geotechnical Engineering** – Atlantic Testing (WBE) or others

We plan to subcontract for these services with Atlantic Testing or others depending on their availability. Atlantic Testing is a certified WBE, who have worked with Delaware on this project during design and numerous projects. Construction phase services will be sought for a geotechnical engineer to be onsite during construction when recommended by the geotechnical report, and as site conditions dictate.

A budget of \$10,000 has been established for this subcontract. A formal subcontract, or amendment to the current subcontract, will be developed once this contract has been executed and a proposal is received from ATL.

- **Special Inspections Per NYS Building Code** – Atlantic Testing (WBE) or others

We plan to subcontract for these services with Atlantic Testing or others depending on their availability. Atlantic Testing is a NYS certified WBE, who have worked with Delaware on numerous projects and will perform NYS Building Code special inspections required to be performed for certain construction activities.

A budget of \$20,000 has been established for this subcontract. A formal contract will be developed once this contract has been executed and design is complete, including a list of required special inspections.

- **Construction Phase Materials Testing** – Atlantic Testing (WBE) or others

We plan to subcontract for these services with Atlantic Testing or others depending on their availability. Atlantic Testing is a NYS-certified WBE, who have worked with Delaware on numerous projects and will perform construction phase materials testing.

These services were historically included in the work of the General Contractor but have been brought into our contract to facilitate MWBE participation. We plan to retain a certified testing firm to perform construction phase materials testing (e.g., backfill compaction, concrete cylinders, etc.) associated with the General Contract.

A budget of \$30,000 has been established for this subcontract. A formal subcontract will be developed once this contract has been executed and a proposal is received from ATL.

- **Reproduction/Printing Services**

We plan to continue to utilize Constructive Copy (WBE) (\$5,000 included in the design phase contract) to provide services associated with reproduction of contract drawings and documents during the design and bidding phase, and if required during construction and for as-builts.

A budget of \$5,000 has been established for this subcontract under the design contract and will be invoiced against that task if/as needed.

IV. SUMMARY OF COSTS

Delaware Engineering will complete the above-listed professional services for a not to exceed cost of **\$2,096,632**. **This cost, as well as the current design-phase contract cost, matches the numbers currently contained in the current (April 9, 2024) Exhibit C ESTIMATED PROJECT COSTS table (see Attachment A as returned to NYSEFC on April 9, 2024) in the pending Project Finance Agreement with NYSEFC for CWSRF Project No. C3-5378-06-00. All costs contained in this amendment and the current contract are covered under the WIIA grant.**

A breakdown of costs is as follows:

Construction Phase Engineering Services Tasks to be provided:

Task 7 – Engineering During Construction	\$1,403,432
Task 8 - On-Site Observation Services	\$508,200
Task 9 – As-Built/Record Drawings	\$35,000
Task 10 – NYSEFC Contract Compliance/Subcontractor Coordination	<u>\$40,000</u>
Subtotal – Engineering	1,986,632
Task 11 – Construction-Phase Subcontracts	
• Additional Financing Administration	\$35,000
• As-Built Surveying	\$15,000
• Geotechnical Services	\$10,000
• Special Inspections	\$20,000
• Construction Materials Testing Services	<u>\$30,000</u>
Subtotal Subcontracts	\$110,000
Contract Amendment No. 1 Total – Construction Phase Professional Services	<u>\$2,096,632</u>
Current Design Phase Contract (executed 1/5/21) total	\$1,272,500
Total Contract including Amendment No. 1	\$3,369,132

V. COMPENSATION

Compensation shall be based on the hours spent on each task by the various categories of personnel, plus subcontractor costs and direct expenses, in accordance with the Rate Schedule in effect (for the calendar year) at the time of the work. A 2024 rate schedule is included as Attachment C to this contract. Compensation shall commence for services provided from contract signing until completion of the work.

Total contract compensation associated with this amendment shall not exceed **\$2,096,632** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares

VI. ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved by the Town. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Town prior to the execution of the additional tasks. Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

VII. STANDARD CONTRACT TERMS AND CONDITIONS

The standard terms and conditions contained in Attachment C apply to this contract and are the same as those included in the January 2019 contract to prepare the Engineering Report.


VIII. ENDORSEMENTS

The following endorsement signifies that both parties accept the terms of this proposal and authorizes Delaware Engineering, D.P.C. to conduct the work set forth above.

(OWNER/CLIENT)
TOWN OF THOMPSON, NY

(ENGINEER)
DELAWARE ENGINEERING, D.P.C.

By: _____
(Signature)

By: 

(Signature)

Print Name: William J. Rieber, Jr.

Print Name: Dave Ohman, P.E.

Title: Town Supervisor

Title: Principal

Date: _____

Date: May 10, 2024

ATTACHMENTS

Attachment A – April 9, 2024 PFA Items (i.e., Exhibit C – ESTIMATED PROJECT COST, etc.)

Attachment B – Rate Schedule (2024)

Attachment C – Standard Terms and Conditions

Attachment D – NYSEFC Program Requirements and Bid Packet for Non-Construction Contracts (Mandatory State Financial Assistance Terms and Conditions For Contracts Funded with New York State Financial Assistance Only Effective October 1, 2023)

Attachment E – DEDPC’s MWBE Utilization Plan (approved 09-13-22)

#4-A



AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Thompson

and

MHE Engineering, D.P.C.

For Professional Services

Related to

**Emerald Green Sewer District PS Improvements
(C3-5378-05-00)**

NEW YORK OFFICE

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845-567-3100 | F: 845-567-3232 | mkany@mhepc.com

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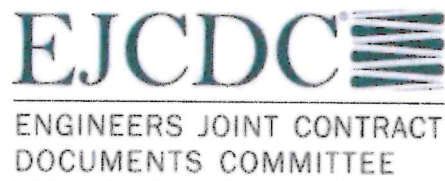
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Thompson** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Emerald Green Sewer District PS Improvements (C3-5378-05-00)** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preparation of Design Plans and Specifications, Permitting/Regulatory Agency Coordination, Bidding Phase and Construction Phase Services.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. The Town received WIIA Grant funding for the project (C3-5378-05-00). Engineer completed the required report for the Engineering Planning Grant dated 8 July 2021 which was subsequently approved by EFC for grant funding.
- C. Engineer shall prepare preliminary design plans and specifications for improvements to the existing sewer district for the replacement and modifications to the existing Sewer Pump Station Nos. 1, 2 and 3 and associated force mains located in the Emerald Green Sewer District. The above is in accordance with Exhibit A Section 1.03.
- D. Engineer shall prepare contract documents, plans and specifications suitable for Public bidding in accordance with Exhibit A Section 1.04.
- E. Engineer shall provide Bidding Phase Services in Accordance with Exhibit A Section 1.05.
- F. Engineer shall provide Construction Phase Services in Accordance with Exhibit A Section 1.06.
- G. Engineer shall provide Permitting/Regulatory/Outside Agency Coordination/Administrative Services as required.
- H. Exclusions: Survey, Identification of hazardous materials, design of replacement utilities or other public infrastructure located in the proposed work area, design of the reconstruction portion of the scope of improvements identified in the report, off-site improvements, and any other services not specifically described herein.
- I. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials. Owner's Responsibilities.

1.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with

information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 1.03 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

1.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

1.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 - 4. Perform or provide the following: **None.**

1.06 Payment

- A. Owner shall pay Engineer as set forth in Article 3 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation (EXHIBIT J)
1.	Design Phase and Bidding Phase Services (Section 1.01C, 1.01D & 1.01E)	\$262,450¹	Lump Sum in Accordance with Packet BC-1
2.	Permitting/Regulatory/Outside Agency Coordination/Administrative Services (Section 1.01G)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6
3.	Construction Phase Services (Section 1.01F)	\$233,385 Hourly Estimated	Salary Cost Times a Factor in accordance with Packet BC-6
4.	Additional Services (Article 2 of Exhibit A)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6

Based on a 12-month continuous construction period.

ARTICLE 2—SCHEDULE FOR RENDERING SERVICES

2.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

2.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

¹ Less \$45,000 previously invoiced under previous Agreement.

ARTICLE 3—INVOICES AND PAYMENTS

3.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

3.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 4—OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

4.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 5—GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- P. Non-Direction of Asbestos Consultant
 - 1. Should it become necessary for Owner to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE

provides to Owner in identifying the Asbestos Consultant, it is the Owner and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

2. As requested by Owner, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

5.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

5.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

5.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
 - D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
 - E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
 - F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
 - G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
 - H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

5.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
 - D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
 - E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

5.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

5.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

5.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

5.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

5.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

5.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 6—DEFINITIONS

6.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative— Deleted.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is

indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 7—EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deleted.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Deleted.
- E. Exhibit E, Deleted.
- F. Exhibit F, Deleted.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, NYSEFC State Revolving Fund Terms and Conditions.

7.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

7.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

7.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

7.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

Town of Thompson

(name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: William J. Rieber, Jr.

(typed or printed)

Title: Town Supervisor

(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By: _____

(individual's signature)

Date: 5/15/2024

(date signed)

Name: Michael J. Lamoreaux, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

4052 Route 42

Monticello, NY 12701

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

#4-B



AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Thompson

and

MHE Engineering, D.P.C.

For Professional Services

Related to

**Sackett Lake Sewer District I&I Improvements
(C3-5378-08-00)**

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Thompson** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Sackett Lake Sewer District I&I Improvements(C3-5378-08-00)** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preparation of Design Plans and Specifications, Permitting/Regulatory Agency Coordination, Bidding Phase and Construction Phase Services.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. The Town received WIIA Grant funding for the project (C3-5378-08-00). MHE completed the required report for the Engineering Planning Grant ("report") dated 7 July 2021 and the Town has since received funding agency approval for the report.
- C. Engineer shall prepare preliminary design plans and specifications for improvements to the existing sewer district. The project includes the trenchless rehabilitations of 4,800LF of 12" gravity sewer main, 1,500LF of 12" sewer main replacement; and associated manhole lining and replacement. This work is in accordance with Exhibit A Section 1.03.
- D. Engineer shall prepare contract documents, plans and specifications suitable for Public bidding in accordance with Exhibit A Section 1.04.
- E. Engineer shall provide Bidding Phase Services in Accordance with Exhibit A Section 1.05.
- F. Engineer shall provide Construction Phase Services in Accordance with Exhibit A Section 1.06.
- G. Engineer shall provide Permitting/Regulatory/Outside Agency Coordination/Administrative Services as required.
- H. Exclusions: Survey, Identification of hazardous materials, design of replacement utilities or other public infrastructure located in the proposed work area, design of the reconstruction portion of the scope of improvements identified in the report, off-site improvements, and any other services not specifically described herein.
- I. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials. Owner's Responsibilities.

1.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with

information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 1.03 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

1.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

1.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 - 4. Perform or provide the following: **None.**

1.06 Payment

- A. Owner shall pay Engineer as set forth in Article 3 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation (EXHIBIT J)
1.	Design Phase and Bidding Phase Services (Section 1.01C, 1.01D & 1.01E)	\$168,713	Lump Sum in Accordance with Packet BC-1
2.	Permitting/Regulatory/Outside Agency Coordination/Administrative Services (Section 1.01G)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6
3.	Construction Phase Services (Section 1.01F)	\$118,098 Hourly Estimated	Salary Cost Times a Factor in accordance with Packet BC-6
4.	Additional Services (Article 2 of Exhibit A)	Hourly	Salary Cost Times a Factor in accordance with Packet BC-6

Based on a 12-month continuous construction period.

ARTICLE 2—SCHEDULE FOR RENDERING SERVICES

2.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

2.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 3—INVOICES AND PAYMENTS

3.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

3.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 4—OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

4.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 5—GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- P. Non-Direction of Asbestos Consultant
 - 1. Should it become necessary for Owner to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE

provides to Owner in identifying the Asbestos Consultant, it is the Owner and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

2. As requested by Owner, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

5.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

5.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

5.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- i. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

5.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

5.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

5.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

5.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

5.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

- pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

5.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

5.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 6—DEFINITIONS

6.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative— Deleted.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is

indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 7—EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deleted.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Deleted.
- E. Exhibit E, Deleted.
- F. Exhibit F, Deleted.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, NYSEFC State Revolving Fund Terms and Conditions

7.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

7.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

7.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

7.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

Town of Thompson

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: William J. Rieber, Jr.

(typed or printed)

Title: Town Supervisor

(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(individual's signature)

Date:

5/15/2024

(date signed)

Name: Michael J. Lamoreaux, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

4052 Route 42

Monticello, NY 12701

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

#6



**NY Power
Authority**

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN E. DRISCOLL
Acting President and Chief Executive Officer

May 8, 2024

The New York Power Authority (NYPA) is pleased to submit the following quote of \$2,173.80 on behalf of EJ Electric to replace pole knockdown at 9 Feldman Circle, Thompson NY. Pricing assumes the customer will provide pole and fixture.

Pricing includes the following:

Unit	Quantity	Total	Notes
Electrician Straight Time	4	\$685.32	Replacement of decorative pole that was knocked down at 9 Feldman Circle. Town to provide fixture and pole, contractor to provide wiring and control node
Apprentice Straight Time	4	\$609.06	
Bucket Truck	4	\$263.35	
Supply and Install all conductors 8awg-14awg	20	\$421.48	
Material Purchase	1	\$194.59	Control Node
	Total	\$2,173.80	

Customer signature below will serve as understanding and acceptance of the terms listed above.

Customer Approval Signature

Date

#8-A

Marilee Calhoun (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Wednesday, May 15, 2024 2:56 PM
To: Marilee Calhoun; William J. Rieber, Jr.
Subject: Surplus Trucks

Hello.

I would like to declare the following surplus;

- 2017 Ram 1500 Pickup, VIN#1C6RR7XT1HS675322
- 2018 Ram 1500 Pickup, VIN#1C6RR7XT7JS293172

Once they are declared surplus, we will auction them.

Can you add this to the May 21, 2024 Town Board agenda?

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

The Town of Thompson is an equal opportunity provider and employer.

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#8-B

Marilee Calhoun (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Wednesday, May 15, 2024 2:01 PM
To: Marilee Calhoun; William J. Rieber, Jr.
Subject: Mark Pavlak
Attachments: Mark Pavlak - Request for Leave of Absence.pdf; Mark Pavlak - Letter of Resignation.pdf

Hello,

Unfortunately for the Town of Thompson, Mark Pavlak has decided to pursue a job opportunity out West.

Attached are his Letter of Resignation and a Letter of Request for a Leave of Absence.

Could you please add this to the May 21, 2024 Town Board Meeting?

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

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#4

Town of Thompson
Water & Sewer Department
Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

Bills Over \$5,000.00

5/10/24

Venor: Stonkus Hydraulic

Description: Repair to pump # 2 (Benmosche)

Amount: \$5,082.37

* Sole Source *

FYI



Callanan Community Day

Join us at our Bridgeville Quarry!

We would like to welcome you into our quarry to learn about our industry and the opportunities we have to offer!

Event Details

➤ Saturday, June 22 2024
10:00am - 1:00pm

➤ 93 Sullivan Rd,
Monticello, NY 12701

Contact Us:

➤ 845-794-7744
Laura King
lking@callanan.com

Events & Activities!

- Complimentary Food
- Kids Activities
- Quarry Tours
- Heavy Equipment Showcase
- Learn about what we do!
- And more!



Free to Attend!
Will we see you there? Scan the QR Code to let us know!