



## AGENDA

March 18, 2024

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**I. OPEN MEETING**

**II. NEW BUSINESS**

- Approve February 5, 2024, February 20, 2024 and March 4, 2024 minutes.
- Present Tentative Budget for 2024-2025.
- Approve application for an enhanced WIIA award for the Trunk Replacement Project.
- Approve the Village Green and Public Assembly Events Permit for the Town of Pawling Triathlon to be held on July 13, 2024.
- Approve the Village Green and Public Assembly Events Permit for St. John the Evangelist Church procession to be held on June 2, 2024
- Approve 2024 Permit Application to Operate a Public Water Supply.
- Approve Lead Service Line Inventory proposals.
- Approve Metro North Treasurer's Report for February 2024.

**III. OLD BUSINESS**

- Engineer's Report

**IV. MOTION TO PAY BILLS**

- March bills in the amount of \$14,626.99.

**V. PUBLIC COMMENT**

**VI. ADJOURNMENT**

## Village of Pawling

9 Memorial Avenue  
Pawling, New York 12564  
Tel. (845) 855-1122  
Fax (845) 855-9317

March 8, 2024

Ms. Kristina Lee, Program Coordinator  
NYS Environmental Facilities Corporation  
625 Broadway,  
Albany, New York 12207

Re: Village of Pawling, Dutchess County, New York  
Trunk Sewer Replacement Project # C3-5300-03-00  
Enhanced WIIA Eligibility

Dear Ms. Lee,

You notified us on February 27, 2024, that the Village has been identified as potentially eligible for an enhanced WIIA award for our Trunk Sewer Replacement project. The Village would like to be considered for this enhanced WIIA award. This additional award would make the project more affordable and greatly reduce the economic burden borne by the Village of Pawling.

We appreciate you taking the time to review our request. If you should need any further information, please feel free to reach out to me.

Sincerely,



Lauri Taylor,  
Mayor, Village of Pawling

PAWLING VILLAGE GREEN AND PUBLIC ASSEMBLY EVENTS PERMIT  
APPLICATION FOR PERMISSION TO USE PUBLIC PROPERTY WITHIN THE VILLAGE

The purpose of this application form is to aid in the application and review process. However, it is not designed to cover every possible circumstance. The Village Board may require additional information in order to approve an application.

Application Date 3/16/24 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission Town of Pawling  
Contact Person Robyn Priano Connection with the event coordinator  
Address 2 Lakeside Dr.  
Phone 845 855 1131  
Email RWOOLLEY@PAWLING.ORG

Event Date 7/13/24 Event Time and Duration 7 am - 1 pm  
Event Purpose Pawling Triathlon  
The purpose of the requesting entity  for-profit  non-profit  political  other \_\_\_\_\_

Expected number of participants 150 Will the event be open to the general public?  Yes  No  
If not, who are the expected participants? \_\_\_\_\_  
NOTE: non-participating members of the public may not be excluded from the Green or other public areas

Will there be entertainment or a speaker?  Yes  No. If so, describe \_\_\_\_\_

Will food or beverages be served?  Yes  No. If so describe \_\_\_\_\_  
Food vendors must have all applicable health department permits.  
NOTE: no alcoholic beverages may be consumed on the Village Green or other public areas without specific approval of the Village Board of Trustees.

Please describe any other activities taking place during the event use of village roads for bike/run

Will there be supplemental illumination or other electrical equipment?  Yes  No  
If so, describe items and power source \_\_\_\_\_  
NOTE: permission must be obtained from the Village to use public power sources - \$20 fee

Will there be signage used?  Yes  No. If so, describe form and content directional

What provisions will be made to handle litter or refuse resulting from the event? N/A

What provisions will be made to handle proper sanitation for the event? N/A

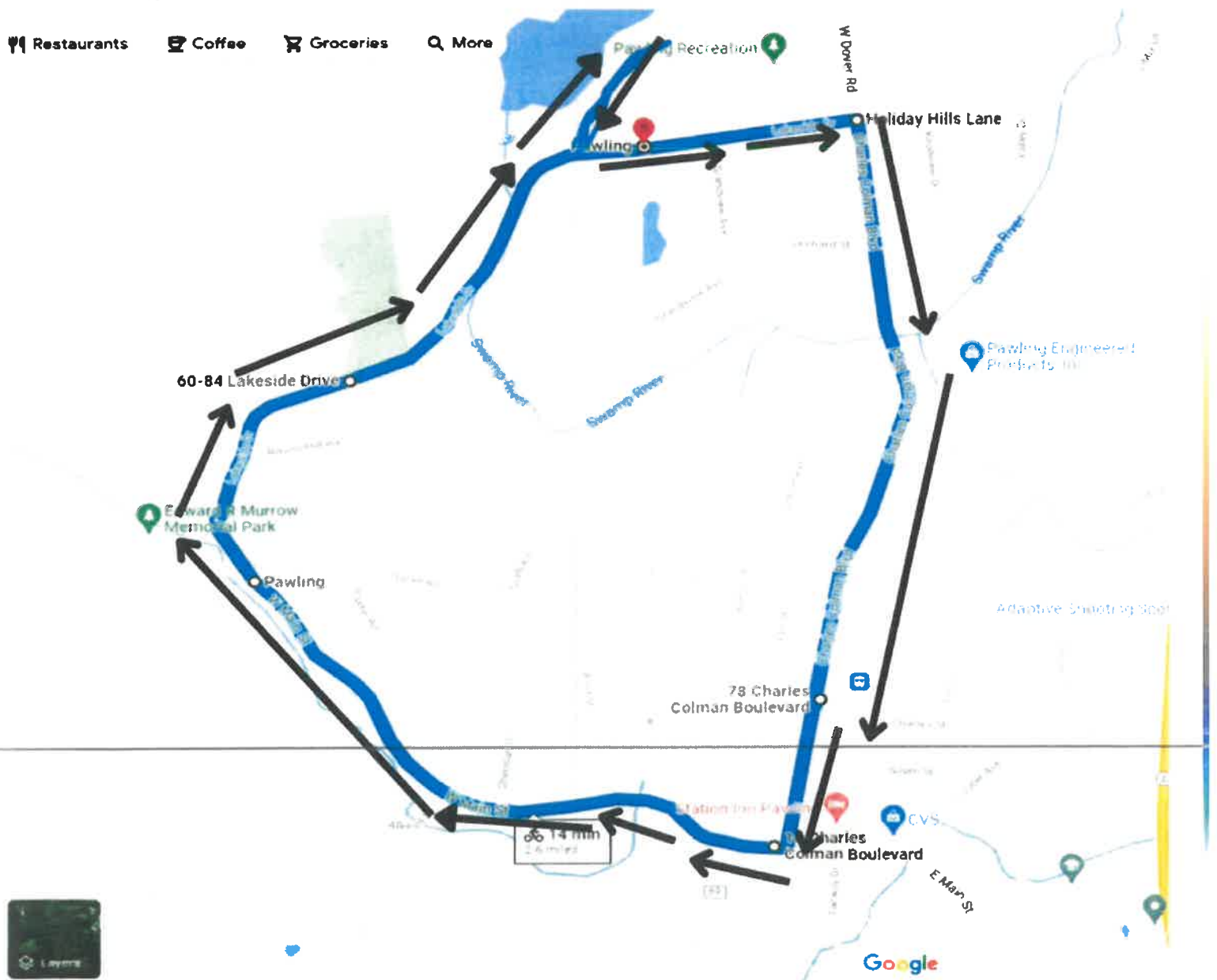
Are there any structures, tents, booths, tables or other large objects planned as part of the event? Yes  No   
If so, describe the size, material, location, use, the method (if any) by which they are fixed in place, and how long they will be in place before and after the event. Draw your plan on the attached map.  
NOTE: public walkways and seating may not be obstructed

**The Village Board grants permission for the above named Entity to hold the above named Event on the above named Date.**

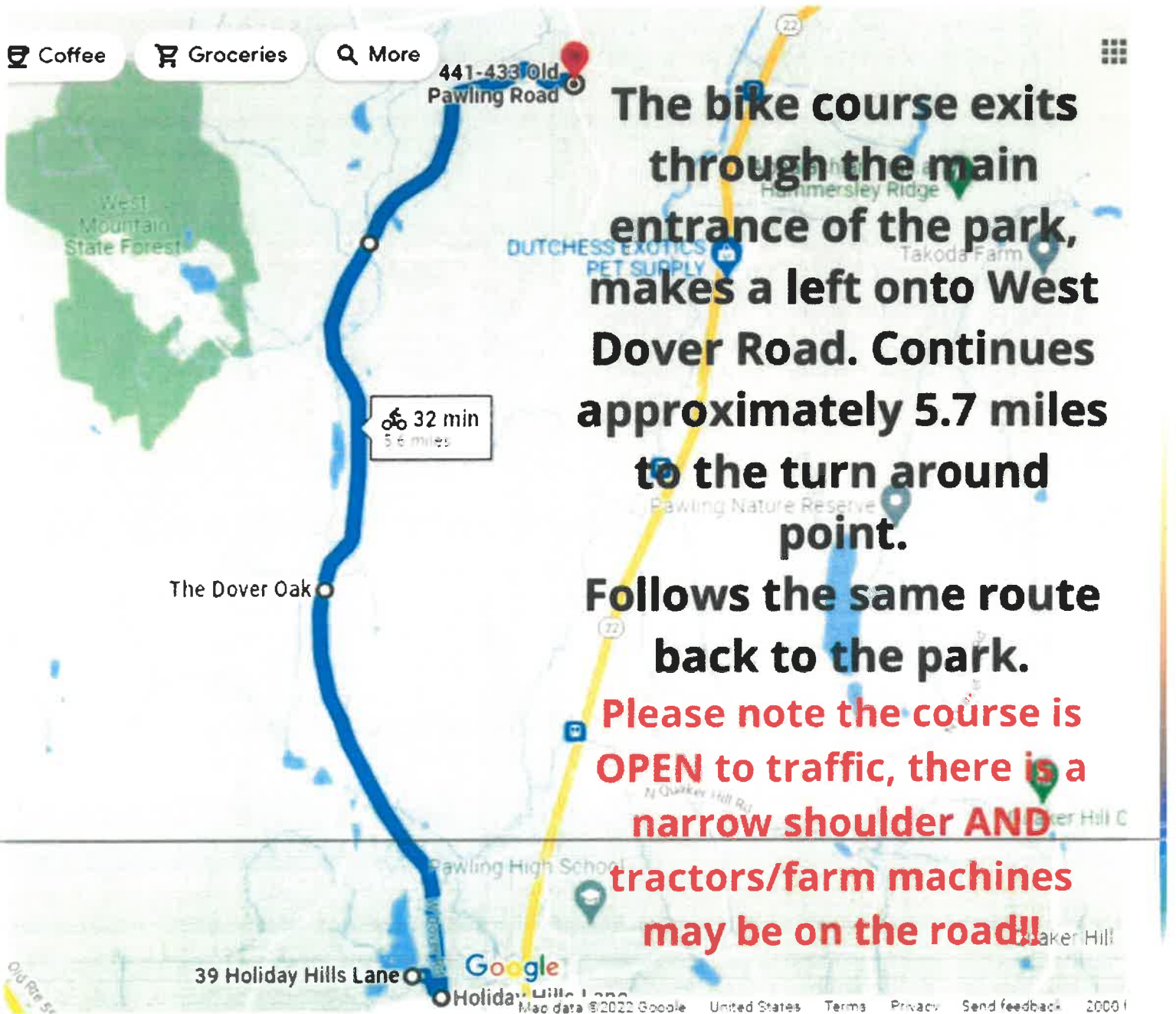
Village Clerk: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Entity Representative Robyn Priano Date 3/11/24  
Printed Name Robyn Priano

By signing this application, Applicant agrees to all of the terms and conditions of the Village Green and Public Assembly Events Policy.

# Pawling Triathlon Run Course



# Pawling Triathlon Bike Course



The bike course exits through the main entrance of the park, makes a left onto West Dover Road. Continues approximately 5.7 miles to the turn around point.

Follows the same route back to the park.

Please note the course is OPEN to traffic, there is a narrow shoulder AND tractors/farm machines may be on the road!!!

PAWLING VILLAGE GREEN AND PUBLIC ASSEMBLY EVENTS PERMIT  
APPLICATION FOR PERMISSION TO USE PUBLIC PROPERTY WITHIN THE VILLAGE

The purpose of this application form is to aid in the application and review process. However, it is not designed to cover every possible circumstance. The Village Board may require additional information in order to approve an application.

Application Date 195 15, 2024 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission St. John The Evangelist Church  
Contact Person KEI JAH PAWNCI Connection with the event PASTOR  
Address 39 E MAIN STREET  
Phone 914 584 5562  
Email sjsch@protonmail.com

Event Date JUNE 2 Event Time and Duration ONE HOUR  
Event Purpose RELIGIOUS PROCESSION  
The purpose of the requesting entity  for-profit  non-profit  political  other RELIGIOUS

Expected number of participants 50 Will the event be open to the general public?  Yes  No  
If not, who are the expected participants? \_\_\_\_\_  
NOTE: non-participating members of the public may not be excluded from the Green or other public areas

Will there be entertainment or a speaker?  Yes  No. If so, describe \_\_\_\_\_

Will food or beverages be served?  Yes  No. If so describe \_\_\_\_\_  
Food vendors must have all applicable health department permits.  
NOTE: no alcoholic beverages may be consumed on the Village Green or other public areas without specific approval of the Village Board of Trustees.

Please describe any other activities taking place during the event \_\_\_\_\_

Will there be supplemental illumination or other electrical equipment?  Yes  No  
If so, describe items and power source \_\_\_\_\_  
NOTE: permission must be obtained from the Village to use public power sources - \$20 fee

Will there be signage used?  Yes  No. If so, describe form and content \_\_\_\_\_

What provisions will be made to handle litter or refuse resulting from the event?  
WE WILL CLEAN UP AFTER OURSELVES

What provisions will be made to handle proper sanitation for the event?  
\_\_\_\_\_

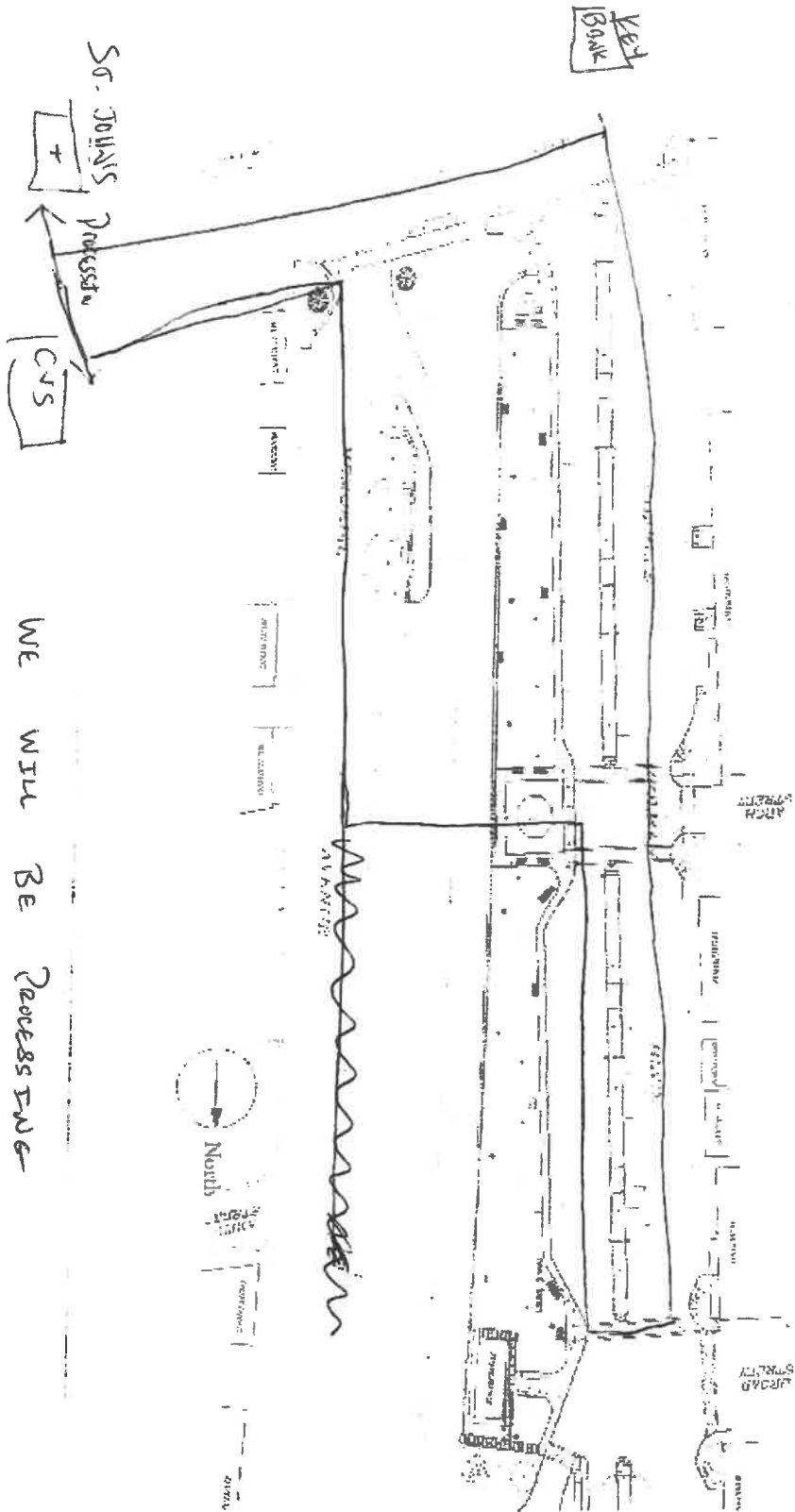
Are there any structures, tents, booths, tables or other large objects planned as part of the event? Yes  No   
If so, describe the size, material, location, use, the method (if any) by which they are fixed in place, and how long they will be in place before and after the event. Draw your plan on the attached map.  
NOTE: public walkways and seating may not be obstructed

**The Village Board grants permission for the above named Entity to hold the above named Event on the above named Date.**

Village Clerk: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Entity Representative \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

By signing this application, Applicant agrees to all of the terms and conditions of the **Village Green and Public Assembly Events Policy**.

EXHIBIT 1-4 Plan of the Village Green



WE WILL BE PROCESSION  
 WITH THE BLESSED SACRAMENT,  
 IT WILL COVERED OVER BY  
 AN CANOPY.

~~THE PROCESSION OF THE BLESSED SACRAMENT  
 WILL BE COVERED BY AN CANOPY~~

# Professional Services Agreement

Agreement made the 6<sup>th</sup> day of February, 2024  
Between

**LaBella Associates, D.P.C.**  
**("LaBella")**

And

**Village of Pawling**  
**("Client")**

for services related to the following Project:

**Pawling Lead Service Line**  
**Pawling New York**  
**("Project")**

LaBella and Client hereby agree as follows:

**Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated February 6, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision



that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

**LaBella Associates, D.P.C.**

**Village of Pawling**

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**Exhibit A**  
**LaBella's Proposal**

February 6, 2024

Mayor Lauri Taylor  
Village of Pawling  
9 Memorial Avenue  
Pawling, NY 12564

Re: **Lead Service Lines**  
**Village of Pawling, Dutchess County, NY**  
**LaBella Proposal No. P2304834**

Dear Mayor Taylor,

LaBella Associates, D.P.C. is pleased to provide the following proposal to the Village of Pawling (“Client”) for preparing an inventory of lead service lines in the Village. LaBella proposes the following Scope of Work for the Project described above.

## Project Understanding

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US EPA has released a nationwide mandate for investigation of lead service lines for all communities in the United States of America. By October 2024, all communities must provide an inventory of lead service lines. It is understood that use of predictive software is permitted, and DEC or EPA does not require physical verification of all service lines as this would be labor intensive. For areas that are predicted, the status is to be denoted ‘Unknown – likely lead’ or ‘Unknown – likely not lead’.

We understand that there are generally four construction periods to be considered:

- 1987 or newer - lead ban in effect, lead very unlikely
- 1970 to 1986 – lead possible, but unlikely
- 1950 to 1970 – 40% of buildings expected to contain lead pipe
- 1950 or older – 100% of buildings expected to contain lead pipe

## Scope of Work

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**Phase 1 – Prepare Map to Determine Construction Dates by Neighborhood:** LaBella plans to prepare a map in ESRI ArcMap containing parcel data for the Village. This data would be utilized to sort buildings by the four construction periods. Additionally, aerial imagery may be reviewed to determine development dates by comparing when areas contained woods or vegetated landcover.

Next, LaBella would prepare an application for field data entry. The interface would be simplified to allow ease of data entry and use by town staff. The interface may be used for collection including address, service line material and installation data for the customer-owned portions. The published DEC or EPA guidance on material types would be used, and includes “Unknown material – likely lead” and “Unknown material – likely not lead”. The intent of these types is to indicate the type was assumed based on predictive software or estimation.

**Phase 2 – Review of Service Cards:** Cedarwood is responsible for reviewing Water Department service cards. The service cards provide insight as to potential materials for service line replacement and would allow addition of further detail to the inventory. If Phase 2 services are needed, then LaBella would invoice this phase on a Time and Materials basis.

**Phase 3 – Door-to-Door Inspection:** As needed, Cedarwood would coordinate and conduct door-to-door inspections. These inspections would be used to confirm if the assumptions for the four construction periods are accurate. If the assumptions are not accurate for a select area, then additional door-to-door inspection

would be conducted. Inspections would include visual inspection or scratch testing, per DEC or EPA guidance. If Phase 3 services are needed, then LaBella would invoice this phase on a Time and Materials basis.

**Phase 4 – Meetings and Coordination with Village and Cedarwood:** LaBella would conduct and attend meetings and phone calls as requested by the Village and Cedarwood. If Phase 4 services are needed, then LaBella would invoice this phase on a Time and Materials basis.

## Assumptions

- The Village is responsible for providing service cards or access to service cards.
- The Village intends to use its permanent or temporary staff for the majority of the door-to-door services.
- LaBella cannot guarantee 100% efficacy. Buildings based on predictions may or may not contain lead service lines, compression fittings or solder.

## Rates

LaBella will utilize the below hourly rates to complete the Scope of Work for Task 4 (NTE).

**Table 1.** Staff Hourly Rates.

LABELLA STAFF	HOURLY RATE
Sr. Civil Engineer	\$170
Civil Engineer	\$130
Junior Civil Engineer	\$105

## Fee

LaBella proposes a Phase 1 budget in the amount of **\$5,500** to complete the Scope of Work. If needed, Phases 2-4 would be invoiced on a Time and Materials basis (with no limit). The proposed Phase budget amount is listed in Table 2 below. These cost estimates are valid for 90 days from the date of this proposal.

**Table 2.** Proposed Budget, by Phase.

Phase	Cost
Phase 1 – Prepare Map to Determine Construction Dates by Neighborhood	\$5,500 (Lump Sum)
Phase 2 – Review of Service Cards	T&M
Phase 3 – Door-to-Door Inspections	T&M
Phase 4 – Meetings and Coordination with Local Floodplain Administrator	T&M
<b>TOTAL PROPOSED BUDGET:</b>	<b>\$5,500 + T&amp;M</b>

We appreciate the opportunity to submit this proposal and look forward to working with you.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

A handwritten signature in blue ink, appearing to read "Seth Erlich". The signature is fluid and cursive, with the first name "Seth" and last name "Erlich" clearly distinguishable.

Seth Erlich, PE, CFM  
Senior Civil Engineer

CC:

John Szarowski, PE, LaBella Associates DPC

Jonathan Soukup, PE, Cedarwood Engineering Service PLLC

**Exhibit B**  
**Terms and Conditions**

## Terms and Conditions

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

**Instruments of Service:** All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to

defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.



**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



**February 20, 2024**

Lauri Taylor, Mayor  
Village of Pawling  
9 Memorial Avenue  
Pawling, NY 12564

**Re: Engineering Services Proposal  
2024 Pawling Lead Service Line Inventory**

Dear Mayor Taylor:

Cedarwood Engineering Services PLLC ("Cedarwood") is pleased to submit this proposal for Engineering Services for the completion of the 2024 lead service line inventory ("LSLI") for the Village of Pawling water system, and submission of the LSLI to the Village, and the NYS Department of Health ("NYS DOH").

**Scope of Services**

Cedarwood's project understanding is as follows:

On December 16, 2021, the federal Lead and Copper Rule Revisions (LCRR) went into effect. The revised rule requires every federally defined community and non-transient, non-community water system to develop a service line inventory (also called a lead service line inventory (LSLI)). Cedarwood is submitting this proposal to assist the Village in completion of the LSLI in accordance with NYS Department of Health (DOH) and the United States Environmental Protection Agency (EPA) requirements. The LSLI shall be submitted to the DOH by **October 16, 2024** using the NYSDOH LSLI template and will be publicly available.

LaBella has submitted a proposal to the Village to complete Phase 1 services which is not included as part of this proposal. As the 2024 LSLI will be considered a preliminary product/work in progress, and the extents of the work cannot be quantified until historical records are gathered, many of the proposed tasks are to be invoiced as time and material. Cedarwood will work directly with the Village and project stakeholders in efforts to complete the October 16, 2024 LSLI submission and to determine efforts to minimize costs to the Village rate payers.

The proposed project is composed of the following Tasks:

1. **Phase 1 – Prepare Map to Determine Construction Dates by Neighborhood:**
  - a. To be completed by LaBella in accordance with their proposal submitted to the Village. If Cedarwood is required to provide input during this phase, it would be handled under the Phase 4 task.
  
2. **Phase 1B – LSLI Implementation Plan and Schedule:**
  - a. Phase 1b will include a review of the Phase 1 task completed by LaBella and include the completion of a LSLI implementation plan and schedule. This task will include one kickoff meeting to define project tasks and timelines for completion (this meeting will not be included as part of Phase 4 task).

**Saratoga Springs, NY: 625 Maple Ave, Unit 2, Saratoga Spring, NY 12866. (P) 518.623.5500  
Warrensburg, NY: 89 River Street, 2<sup>nd</sup> Floor North Unit 2, Warrensburg, NY 12885 (518) 504-4096**

Deliverable:

- One PDF letter report detailing the project requirements, goals and objectives along with a project schedule for submission of the LSLI by October 16, 2024.
- PDF document of compiled guidance information to provide to the public for the Village to publish on their website.
- Electronic share file link to provide all stakeholders access to available documents and copy of the latest LSLI for the Village.

3. **Phase 2 – Review of Service Cards & Historical Information:**

- a. Water Department service cards would be provided by the Village for Cedarwood’s review. This information will provide additional historical information to further the LSLI. The Village may propose to utilize an intern or administrative staff to assist with this task (to input data into the NYSDOH LSLI template. Cedarwood will be available to consult as required for completion of the work and to provide any training that may be necessary on a time and materials basis.

4. **Phase 3 – Door-to-Door Inspections:**

- a. It is assumed the Village will hire an intern or utilize existing staffing where possible to complete customer service line inspections. If Cedarwood is required for this task, it will be invoiced on a time and materials basis. It is assumed that the Village will also provide public information and reach out to customers for cooperation in identifying the customer owned section of the service line material.

5. **Phase 4 – Meetings and Coordination with Village and LaBella:**

- a. Meetings will be handled on a time and materials basis as required for the duration of the project.

Deliverable:

- One PDF copy of meeting minutes distributed to project group.

**Fees**

We propose to complete all work in the above Scope of Services hourly plus reimbursable expenses per the attached 2024 billing rate schedule.

We estimate that our fees for the work described in the Scope of Services are as follows:

Phase 1 – Prepare Map to Determine Construction Dates by Neighborhood .....	LaBella Task
Phase 1B – LSLI Implementation Plan and Schedule .....	\$3,000
Phase 2 – Review of Service Cards & Historical Information.....	T&M
Phase 3 – Door-to-Door Inspections.....	T&M
Phase 4 – Meetings and Coordination with Village and LaBella .....	T&M
Item 1 – Expenses (Direct, no markup) .....	Per Rate Sheet
<b><u>TOTAL AMOUNT FOR SERVICES (excluding T&amp;M and direct expenses) .....</u></b>	<b><u>\$3,000</u></b>

This proposal is valid for 90 days from the date received. We look forward to working with you on this project, and thanks for considering Cedarwood. If you have any questions, please do not hesitate to call our Saratoga Springs office at 518-623-5500.



**CEDARWOOD ENGINEERING SERVICES PLLC  
2024 RATE SCHEDULE**

**A. LABOR**

<u>Personnel Category</u>	<u>Rate \$/Hour</u>
• Principal	\$170
• Senior Project Engineer	\$140
• Project Manager/Engineer	\$100 - \$135
• Engineering Technician	\$85 - \$120
• Construction Inspector	\$85 - \$130 + per diem
• Technician/Operator	\$95 - \$120
• Clerical	\$80

**B. SUBCONTRACT COSTS – At Cost + 15 percent**

**C. MATERIAL COSTS – At Cost**

**D. DIRECT EXPENSES**

• In-house Copies: 8-1/2"x11" b/w	\$0.25 per page
8-1/2"x11" color	\$0.70 per page
11" x 17" b/w	\$0.95 per page
11" x 17" color	\$1.50 per page
24"x36" drawings b/w	\$4.00 per page
24"x36" drawings – color	\$8.00 per page
• US Mail	At Cost
• Mileage	At Federal Rate Per Mile
• Other Allowable Direct Costs	At Cost

**Saratoga Springs, NY: 625 Maple Avenue, Saratoga Springs, NY 12866. (P) 518.623.5500**  
**Warrensburg, NY: 89 River Street, 2<sup>nd</sup> floor, Warrensburg, NY 12885. (P) 518.504.4096**  
**Oneonta, NY: 464 Main Street, P.O. Box 1360, Oneonta, NY 13820. (P) 607.441.3246**

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

**3. SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

**4. DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

**7. RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

**9. INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

**11. INDEMNITIES.** To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

**12. LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or [alternative, in effect if strike through not in place] shall be limited in the aggregate to the amount of ENGINEER'S insurance or If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**13. ACCESS.** CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

**14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

**15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

**19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

**21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**23. COMPENSATION.** ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice.

**24. ADDITIONAL SERVICES.** Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT 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.

## Treasurer's Report February 1, 2024 – February 29, 2024

January 31, 2024		
Checking	\$120.88	
Money Market	\$2,488.57	
	<b>Total</b>	<b>\$2,609.45</b>
<b>Receipts</b>		
February 21 – 2024 Permits	\$8,148.69	
February 21 – 2024 Permits	\$5,331.79	
February 21 – 2024 Permits	\$1,713.13	
February 21 – 2024 Permits	\$935.04	
February 22 – PayByPhone Transfer	\$10,000.00	
Interest earned		
	<b>Total Receipts</b>	<b>\$26,128.65</b>
<b>Disbursements:</b>		
February 14 – 4 <sup>th</sup> Quarter Transfer to Cap Reserve	\$146.47	
February 21 – 2/20/24 Vouchers	\$1,622.36	
February 22 – 4 <sup>th</sup> Quarter Status Payment to MN	\$1,611.19	
	<b>Total Disbursements</b>	<b>\$3,380.02</b>
Cash Balance – February 29, 2024		
Location of Funds –		
Checking	\$120.88	
Money Market	\$25,237.20	
	<b>Total</b>	<b>\$25,358.08</b>

<b>Metro North Operating Exp Cash Balance 1/31/2024</b>	<b>\$13,139.94</b>
<b>Plus Interest Earned</b>	<b>\$4.18</b>
<b>Metro North Operating Expense Cash Balance 2/29/2024</b>	<b>\$13,144.12</b>
<b>Metro North Cap. Rsv Cash Balance 1/31/2024</b>	<b>\$29,064.83</b>
<b>February 14 – 4<sup>th</sup> Quarter Transfer</b>	<b>\$146.47</b>
<b>Metro North Cap. Rsv Cash Bal 2/29/2024</b>	<b>\$29,211.30</b>
<b>Metro North Merchant Account 1/31/2024</b>	<b>\$17,041.08</b>
<b>February 2024 – Deposits</b>	<b>\$1,499.80</b>
<b>February 2024 - Merchant Svcs Charge</b>	<b>-\$172.83</b>
<b>February 22 – Transfer to Savings Account 2743</b>	<b>-\$10,000.00</b>
<b>Metro North Account Balance 2/28/2024</b>	<b>\$8,368.05</b>