



## AGENDA May 6, 2024

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### I. OPEN MEETING

### II. NEW BUSINESS

- Approve minutes from April 15, 2024.
- Approve generator service agreements with HA Schreck, Inc. for Cat trailer unit and Baxter Green water.
- Approve the ESRI renewal quote.
- Approve Peckham Road Corp quote for road resurfacing for Elm Street and Union Street.
- Approve Lower Baxter WTP Professional Services Change Order # 9 proposal from LaBella.
- Approve Lower Baxter WTP Professional Services Change Order # 10 proposal from LaBella.
- Approve Pawling Water Supply System Withdrawal Permit Renewal NYSDEC 2024 Engineering proposal from LaBella.
- Approve Anderson Way Watermain Construction Services proposal from LaBella.
- Approve going out to bid for Anderson Way Watermain project.
- Approve Pay Request No. 10 from T&A Construction in the amount of \$26,885.00 for the Pawling Water Supply – Contract VP-BID-04.
- Approve the Metro North Treasurer's Report for March 2024.

### III. OLD BUSINESS

- Engineer's Report
- Attorney's Report

### IV. MOTION TO PAY BILLS

- April bills in the amount of \$239,771.73.
- Metro North bills in the amount of \$11,229.42.

### V. PUBLIC COMMENT

### VI. ADJOURNMENT

H.A. Schreck Inc.  
32 Van Wagner Road  
Poughkeepsie, N.Y. 12603  
Phone :845-454-3560  
Fax:845-454-3805

CONTRACTED SERVICE AGREEMENT



Please Fill out Completely

OWNER INFORMATION

Owner: VILLAGE OF PAWLING  
Address: 9 MEMORIAL AVE  
City: PAWLING  
State: NY  
Zip: 12564

EQUIPMENT INFORMATION

Equip Covered: KATOLIGHT 60 KW  
Model #: D60FRJ4  
Serial #: LM643275  
Spec #: 64087  
Engine Model #: \_\_\_\_\_

LOCATION INFORMATION

Same As Above   
Address: BAXTER GREEN WATER  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

CONTACT INFORMATION

Name: \_\_\_\_\_  
Phone: 845-855-1122  
Cell: \_\_\_\_\_  
Fax: 845-855-9317  
Email: \_\_\_\_\_

AGREEMENT PRICING

Level 1 Service: \$280.00  
Level 2 Service: \$180.00

LVL1 Parts: \$250.00  
LVL2 Parts: FLUIDS AS NEEDED

ADDITIONAL CHARGES

Tolls:  
Mileage: \$ 2.50

(NYS Sales Tax Applies)

**BATTERIES ARE NOT COVERED UNDER CONTRACTED AMOUNT**  
**BATTERIES ARE CHANGED EVERY TWO YEARS AS PREVENTATIVE MAINTENANCE**

NOTE1: \_\_\_\_\_

NOTE2: \_\_\_\_\_

H.A. Schreck Inc.  
32 Van Wagner Road  
Poughkeepsie, N.Y. 12603  
Phone :845-454-3560  
Fax:845-454-3805

## CONTRACTED SERVICE AGREEMENT



Please Fill out Completely

### OWNER INFORMATION

Owner: VILLAGE OF PAWLING  
Address: 9 MEMORIAL AVE  
City: PAWLING  
State: NY  
Zip: 12564

### EQUIPMENT INFORMATION

Equip Covered: CAT TRAILER 75 KW  
Model #: C4.4  
Serial #: E5A00953  
Spec #: \_\_\_\_\_  
Engine Model #: \_\_\_\_\_

### LOCATION INFORMATION

Same As Above   
Address: CAT TRAILER UNIT  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

### CONTACT INFORMATION

Name: \_\_\_\_\_  
Phone: 845-855-1122  
Cell: \_\_\_\_\_  
Fax: 845-855-9317  
Email: \_\_\_\_\_

### AGREEMENT PRICING

Level 1 Service: \$280.00  
Level 2 Service: \$180.00

LVL1 Parts: \$290.00  
LVL2 Parts: FLUIDS AS NEEDED

### ADDITIONAL CHARGES

Tolls:  
Mileage: **\$ 2.50**

(NYS Sales Tax Applies)

**BATTERIES ARE NOT COVERED UNDER CONTRACTED AMOUNT**  
**BATTERIES ARE CHANGED EVERY TWO YEARS AS PREVENTATIVE MAINTENANCE**

NOTE1: \_\_\_\_\_

NOTE2: \_\_\_\_\_



Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 04/20/2024  
**To:** Lauri Taylor  
**Organization:** Village of Pawling  
Clerk's Office  
**Fax #:**       **Phone #:** 845-337-1762

**From:** Pete Bennett  
**Fax #:** 909-307-3083   **Phone #:** + 19093692063 Ext. 2063  
**Email:** pbennett@esri.com

Number of pages transmitted  
(including this cover sheet): 4

Quotation #26208895  
Document Date: 04/20/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936920632063  
Fax #: 909-307-3083

# Quotation

**Date:** 04/20/2024

**Quotation Number:** 26208895

**Contract Number:** 305303

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Pete Bennett

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

Village of Pawling  
Clerk's Office  
9 Memorial Ave  
Pawling NY 12564-1125

**Attn:** Lauri Taylor  
**Email:** lauritaylor89@gmail.com  
**Phone:** 845-855-1122  
**Customer Number:** 738269

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here <a href="http://www.esri.com/legal/software-license">http://www.esri.com/legal/software-license</a>				
10	1	153148 ArcGIS Online Creator Annual Subscription Start Date: 07/20/2024 End Date: 07/19/2025 Subscription ID: 5582036706	542.04	542.04
1010	2	165533 ArcGIS Online Mobile Worker Annual Subscription Start Date: 07/20/2024 End Date: 07/19/2025 Subscription ID: 5582036706	379.83	759.66

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>  
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936920632063  
Fax #: 909-307-3083

## Quotation

Page 2

**Date:** 04/20/2024

**Quotation Number:** 26208895

**Contract Number:** 305303

Item Qty Material#

Unit Price

Extended Price

<b>Item Subtotal</b>	1,301.70
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 1,301.70</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



**esri**<sup>®</sup>

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936920632063  
Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 04/20/2024

**Quotation No:** 26208895

**Customer No:** 738269

**Contract No:** 305303

Item Qty Material#

Unit Price

Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

\_\_\_\_\_ I agree to pay any applicable sales tax.

\_\_\_\_\_ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



438 Vaughn Road, Hudson Falls, NY 12839  
 Tel: 518.792.3157 Fax: 518.792.3138  
[www.peckham.com](http://www.peckham.com)

<b>To:</b>	Village of Pawling	<b>Contact:</b>	Jerry
<b>Address:</b>	Attn: Village Clerk, 9 Memorial Avenue Pawling, NY 12564	<b>Phone:</b>	
<b>Project Name:</b>	7277-V/o Pawling Elm/Union St. Mill/Fill-2023	<b>Bid Number:</b>	7277
<b>Project Location:</b>	Elm St./ Union St, Pawling, NY	<b>Bid Date:</b>	11/8/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Milling-Elm St./Union St. 2"depth 2065 - Sy Total	2,065.00	SY	\$6.95	\$14,351.75
2	Paving- Elm St/ Union St. 2" Compacted 12.5MM	260.00	TON	\$145.75	\$37,895.00
3	Mobilization	1.00	LS	\$7,500.00	\$7,500.00

**Total Bid Price: \$59,746.75**

**Notes:**

- The above prices do not include Permits.
- NYSOGS Asphalt and Fuel Price Adjustments apply May \$623 per ton.
- Quoted prices remain in effect for 30-days
- Customer to locate all Utilities, manholes, catch basins, water valves, etc...
- It is the policy of Peckham Road Corporation to provide equal opportunity to all qualified persons without regard to their race, color, creed, religion, age, sex, national origin, marital status, sexual orientation, or status as a disabled veteran or vet
- Customer to Provide Temporary Striping
- Customer to supply source of water
- Customer to supply stockpile area
- Customer to supply staging area
- Customer to supply waste area/dump site
- Customer to provide trucking for milling
- PRC to Provide sweeping and cleanup
- PRC to provide trucking for paving productions

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Peckham Road Corporation</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Philip Roberts</p>
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# Professional Services Agreement

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between

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

and

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

for services related to the following Project:

Lower Baxter WTP Professional Services Change Order 9  
**Pawling, Dutchess County, 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 April 30, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** A retainer in the amount of \$0.00 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**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;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

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.**

**Client Name**

By: \_\_\_\_\_  
 Name John Szarowski, PE, CPESC,  
CPSWQ, CPMSM, LEED-AP  
 Title Senior Civil Engineer  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name Lauri Taylor  
 Title Village Mayor  
 Date: \_\_\_\_\_

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



April 30, 2024

Honorable Mayor Lauri Taylor and Trustees  
Village Hall  
9 Memorial Avenue  
Pawling, New York 12564

RE: Proposal for Engineering Design Services  
Lower Baxter WTP Professional Services Change Order #9 (PSCO9)  
Village of Pawling, Dutchess County,  
New York LaBella

Dear Mayor Taylor and Village Trustees

In February 2023, the Village Board approved Professional Service Change Order #8 establishing Task Limits for all lower Baxter Tasks. Some of those tasks were billed as Lump Sum and some were billed as Time and Materials. Tasks 1 through 16 were closed at the then approved billing limit (note for cross reference to Municipal Solutions Form E, these tasks are referred to as B. Technical SVCS 1. a. through I.).

The purpose of this PSCO9 is to reconcile the dollar amount billed for the Time and Material tasks with Village Board approval of those limits. The Time and Material Tasks are referred to in PSCO8 and PSCO9 as Task 21a through Task 21e (Cross referenced to Form E as Section B.1 line q. through line u.). The attached spreadsheet shows the value of the proposed increases and decreases for tasks 21 a through 21 u. The net increase in the Task 21 approved limit is \$31,878, an amount that has already been billed to the project, paid and tracked by Municipal Solutions as paid.

A second purpose of this PSCO9 is to correct the billing for Task 1100 identified by LaBella as Geologic and Hydrogeo Services, LaBella mistakenly charged time that LaBella staff spent on the Lower Baxter project to this task when it should have more appropriately been charged to the related Engineering Health Approvals task. LaBella identified this inconsistency when staff began preparing PSCO9. LaBella's review of Form E showed that Municipal Solutions was carrying payment for Task 11 at \$227,665.69 which was \$83,832.69 above the PSCO8 approved limit of \$133,833.00. Staff carefully reviewed LaBella's billing records and determined that LaBella had in fact over billed this Task by the amount carried by Municipal Solutions. This PSCO9 proposes that LaBella issue a credit to the Village and the project in the amount of \$83,832.69 to compensate the Village for the previous billing overcharge to Task 1100. LaBella further proposes that the value of this credit will be shown on future project bills and the value of the credit will be decreased by the value of each bill until the Village has received the full credit due.

All project Task limits will be monitored and listed on the bills so that LaBella, Municipal Solutions and the Village will all know where the project budget stands.

LaBella and staff apologize for this and will more carefully review all future bills before sending them for payment.

We appreciate the opportunity to serve the Village and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at (845) 264-7404 or via e-mail at [jszarowski@labellapc.com](mailto:jszarowski@labellapc.com).

Respectfully submitted, LaBella Associates

A handwritten signature in black ink, appearing to read 'John Szarowski', written over the word 'submitted' in the previous line.

John Szarowski, PE, CPESC, CPSWQ, CPMSM, LEED-AP  
Senior Civil Engineer

cc: file: .Docx

**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.

# Professional Services Agreement

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between

**LaBella Associates, D.P.C.**  
**(“LaBella”)**

and

**The Village of Pawling**  
**(“Client”)**

for services related to the following Project:

Lower Baxter WTP Professional Services Change Order 10  
**Pawling, Dutchess County, 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 April 30, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** A retainer in the amount of \$0.00 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client’s final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella’s proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**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;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

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.**

**Client Name**

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

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

Name John Szarowski, PE, CPESC,  
CPSWQ, CPMSM, LEED-AP

Name Lauri Taylor

Title Senior Civil Engineer

Title Village Mayor

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

Date \_\_\_\_\_

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



April 30, 2024

Honorable Mayor Lauri Taylor and Trustees  
Village Hall  
9 Memorial Avenue  
Pawling, New York 12564

RE: Proposal for Engineering Design Services  
Lower Baxter WTP Professional Services Change Order #10 (PSCO10)  
Village of Pawling, Dutchess County,  
New York LaBella

Dear Mayor Taylor and Village Trustees

The Low Baxter project was initially anticipated to be complete in December of 2023. Unforeseen delays in material availability and delivery schedules have extended the project deadline. With the remaining tasks and time expended to date LaBella has been continuing the Construction Inspection (Task 23) and Construction Administration (Task 24) beyond the December completion into 2024. We respectfully request additional funds be allocated to the two tasks to be considered for Professional Change Order #10 (PSCO10).

Task	Description	Orig. Budget	Unit	Prop. Addition	Prop. Budget
23	Construction Inspection	\$100,000	LS	\$ 20,000	\$ 120,000
24	Construction Administration	\$ 50,000	LS	\$ 60,000	\$ 110,000

We appreciate the opportunity to serve the Village and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at (845) 264-7404 or via e-mail at [jszarowski@labellapc.com](mailto:jszarowski@labellapc.com).

Respectfully submitted, LaBella Associates

John Szarowski, PE, CPESC, CPSWS, CPMSM, LEED-AP  
Senior Civil Engineer

cc: file: .Docx

# **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.



## Professional Services Agreement

Agreement made the 3rd day of March 2024  
between

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

and

**Village of Pawling**

**("Client")**

for services related to the following Project:

**Pawling Water Supply System Withdrawal Permit Renewal NYSDEC 2024 Engineering**  
**Village of Pawling, Dutchess County NY**  
**("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 May 2, 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. This is a Time and Materials estimate.

**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: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_



# Exhibit A

## LaBella's Proposal



May 2, 2024

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

Re: **Pawling Water Supply System Withdrawal Permit Renewal NYSDEC 2024 Engineering, Biological and Hydrogeological Services and Coordination  
Pawling, NY  
LaBella Proposal No. P2401240  
41848.06**

Dear Mayor Taylor and Village Trustees:

LaBella Associates, D.P.C. is pleased to provide the following proposal to Village of Pawling ("Client") to provide Engineering support and coordination of the Villages Water Withdrawal Permit renewal. The Application must be submitted by April 1, 2024, however it is expected that work will continue throughout 2024 to negotiate the terms and conditions of the next permit. LaBella's engineering team will also coordinate other LaBella permit renewal services provided by Hydrogeologists and Biologists and the subject of separate proposals from those groups.

## Scope of Work

---

### **Phase 1 – Assemble Renewal application and present it to the Village**

LaBella will assemble the Renewal Application and Present it to the Village by March 20<sup>th</sup> for review and approval. The Village Approved Application will be submitted electronically to NYSDEC and a "hard copy will be supplied to the Village for its records.

### **Phase 2 – Renewal Application Components**

The Renewal Application will consist of:

- A Transmittal Letter
- Water System Operating Strategy
- The Completed Application Form WW-1
- An Updated Water Conservation Program Form
- The Most Recent Annual Water Withdrawal Reporting Form, and
- A copy of the most recent Engineer's Report

LaBella will rely on H2O's delivery to the Village of the Annual Water Withdrawal Reporting Form by Mid-March and LaBella will work with H2O and the Village to update the 2014 Water Conservation Program Form by Mid-March. LaBella will Assemble the other materials listed above.

### **Phase 3 – Strategy Meetings with the Village**

LaBella proposes that its attendance during Strategy Meetings with and for the Village be provided on a Time and Materials basis. Engineering, Biological and Hydrogeological Staff time will be billed to the Village based on LaBella's published 2024 rates.



**Phase 4 – Participation in Meetings with NYSDC to Discuss and Negotiate Permit Conditions.**

LaBella proposes that its attendance during Strategy Meetings with NYSDEC and the Village be provided on a Time and Materials basis. Engineering, Biological and Hydrogeological Staff time will be billed to the Village based on LaBella's published 2024 rates.

**Fee**

LaBella proposes a Lump Sum Fee for Phases 1 and 2 and Time and Materials (T&M) budget for Phase 3 and 4 as detailed below.

**Table 1.** Proposed Lump Sum or T&M Budget, by Phase.

Phase	Estimated Cost (USD)	Estimated Timeline
Phase 1 - Assemble Renewal application and present it to the Village	LS \$10,000	February - April 2024
Phase 2 - - Renewal Application Components	LS \$10,000	February -April 2024
Phase 3 - Strategy Meetings with the Village Budget proposed	T/M \$5,000	April -September 2024
Phase 4 - Participation in Meetings with NYSDC to Discuss and Negotiate Permit Conditions. Budget proposed	T/M \$10,000	April -September 2024
<b>TOTAL PROPOSED BUDGET:</b>	<b>\$35,000</b>	

Please feel free to contact me at (845) 264-7404 or Jszrowski@LaBellapc.com if you have any questions. LaBella looks forward to working with you on this project.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

John Szarowski, P.E.  
Engineering Manager





# 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.

# Professional Services Agreement

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between

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

and

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

for services related to the following Project:

Anderson Way Watermain Replacement Project  
Construction Services  
**Pawling, Dutchess County, 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 April 25, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** A retainer in the amount of \$0.00 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**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;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

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.**

By: \_\_\_\_\_  
 Name John Szarowski, PE,  
 Title Senior Civil Engineer  
 Date: \_\_\_\_\_

**Client Name**

By: \_\_\_\_\_  
 Name Lauri Taylor  
 Title Village Mayor  
 Date \_\_\_\_\_

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





April 25, 2024

Honorable Mayor Lauri Taylor and Trustees  
Village Hall  
9 Memorial Avenue  
Pawling, New York 12564

RE: Proposal for Engineering Design Services  
Anderson Way Water Main Replacement Project Construction Service  
Village of Pawling, Dutchess County,  
New York LaBella  
Project #2240375

Dear Mayor Taylor and Village Trustees

LaBella Associates, DPC (LaBella) is pleased to submit to you and the Village Board of the Village of Pawling (Village) this proposal for the construction service for an 8-inch water main replacement on Anderson Way. Currently only the design and permitting tasks are authorized. The following tasks are for the additional bidding and construction services will take this project through construction.

### Additional Scope of work

#### **Task 0500 – Bidding Support**

**Scope** – In preparation for bidding, LaBella assumes the Client will seek bids from a select group of local contractors for the proposed work.

LaBella will be available to meet with prospective bidders and answer questions specific to the project. LaBella will respond to queries and request for information (RFI) from prospective bidders.

Client will be responsible for awarding the contract and execution of contractual agreement between Owner and selected contractor.

#### **Deliverables:**

- Responses to bidder queries and request for information.
- Administrative Specifications

#### **Task 0600 – Services during Construction**

**Scope** – During construction of the proposed improvements, LaBella will provide field and office support services to document completion of the work. LaBella assumes that Client will retain the services of a competent contractor to execute work in accordance with the Department of Health approved plans.



As a condition for granting approval, the County Health department will require that a licensed professional engineer certify that the improvements have been constructed in substantial conformance with the approved plans prior to being placed in service.

In order to certify the work completed by your contractor, LaBella will provide the following services during construction:

- Review and approval of shop drawings submitted by the contractor.
- Respond to queries or request(s) for clarification from contractor.
- Perform periodic inspections.
- Perform daily inspections when the contractor is trenching and installing water main and water services.
- Participate in the startup and commissioning of newly installed water system improvements.
- Conduct a final construction inspection with the Owner or assigned representatives, the contractor, and County Health Department official (if they choose to attend) when construction is complete.
- Following final inspection once it has been determined that all work has been satisfactorily completed and commissioned, LaBella will prepare and provide the required Certification of Completed Works to the County Department of Health attesting completion of the work in general conformance with the approved plans and specifications.

**Deliverables:** Copies of approved shop drawings, responses to RFIs, and Certification of Completed Work will be provided to the Client.

#### Fee and Time Schedule Summary

Tasks		Fee Estimates			Proposed Schedule
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Sub-Consultant Estimate	Weeks from Task Authorization
0500	Bidding Support	\$12,000			Week 16 to Week 18
0600	Services During Construction	\$30,000			Week 18 to Week 26
	<b>Total Estimated Fee</b>	\$42,000			

#### Acceptance

The "General Conditions for Professional Engineering Services" governing our services are attached to and form part of this Agreement. If the Terms and Conditions of this proposal are acceptable to the Village, please execute one (1) copy of the attached Agreement and return it to our office. This will serve as our Agreement.

We appreciate the opportunity to serve the Village and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at (845) 264-7404 or via e-mail at [jszarowski@labellapc.com](mailto:jszarowski@labellapc.com).

Respectfully submitted, LaBella Associates

A handwritten signature in black ink, appearing to be 'JSZAROWSKI', written over a vertical barcode.

John Szarowski, PE, CPESC, CPSWQ, CPMSM, LEED-AP  
Senior Civil Engineer

cc: file: .Docx

**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.

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May 2, 2024

Honorable Mayor Lauri Taylor and Trustees  
Village Hall  
9 Memorial Avenue  
Pawling, New York 12564

RE: Authorization to Bid.  
Anderson Way Watermain Replacement Project  
Village of Pawling, Dutchess County,  
New York LaBella

Dear Mayor Taylor and Village Trustees

In the interest of moving the Anderson Way watermain project forward to facilitate completion this year, we respectfully request the Village Board consider authorizing this project to go out to bid.

The design of Anderson Way watermain is complete and has been sent to Dutchess County Department of Behavioral & Community Health (DBCH) for final approval. We are preparing the Bid Documents for review by Dutchess County Planning. Should the DBCH have additional comments, LaBella will issue an addendum if they impact the scope of work as defined in the bid documents.

We appreciate the Village Board's consideration of our request and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at (845) 264-7404 or via e-mail at [jszarowski@labellapc.com](mailto:jszarowski@labellapc.com).

Respectfully submitted, LaBella Associates

John Szarowski, PE, CPESC, CPSWQ, CPMSM, LEED-AP  
Senior Civil Engineer

cc: file:

## Treasurer's Report March 1, 2024 – March 31, 2024

March 1, 2024		
Checking	\$120.88	
Money Market	\$25,237.20	
	<b>Total</b>	<b>\$25,358.08</b>
<b>Receipts</b>		
March 21 – 2024 Permits	\$843.37	
Interest earned		
	<b>Total Receipts</b>	<b>\$843.37</b>
<b>Disbursements:</b>		
March 21 – NYS Sales Tax Payment	\$2,243.53	
	<b>Total Disbursements</b>	<b>\$2,243.53</b>
Cash Balance – March 31, 2024		
Location of Funds –		
Checking	\$120.88	
Money Market	\$23,837.04	
	<b>Total</b>	<b>\$23,957.92</b>

<b>Metro North Operating Exp Cash Balance 3/1/2024</b>	<b>\$13,144.12</b>
<b>Plus Interest Earned</b>	<b>\$4.47</b>
<b>Metro North Operating Expense Cash Balance 3/31/2024</b>	<b>\$13,148.59</b>
<b>Metro North Cap. Rsv Cash Balance 3/1/2024</b>	<b>\$29,211.30</b>
<b>Metro North Cap. Rsv Cash Bal 3/31/2024</b>	<b>\$29,211.30</b>
<b>Metro North Merchant Account 3/1/2024</b>	<b>\$8,368.05</b>
<b>March 2024 – Deposits</b>	<b>\$1,491.60</b>
<b>March 2024 - Merchant Svcs Charge</b>	<b>-\$170.88</b>
<b>Metro North Account Balance 3/31/2024</b>	<b>\$9,688.77</b>

**Metro North Vouchers to be Approved at May 6, 2024 Meeting**

<b>Check Number</b>	<b>Voucher Number</b>	<b>Vendor</b>	<b>Amount</b>
895	028	MN Commuter RR Co	\$10,911.54
896	029	Theresa Gallo	\$317.88
		<b>Total</b>	<b>\$11,229.42</b>