

TOWN OF STONY POINT
OFFICE OF TOWN CLERK

74 East Main Street
Stony Point, New York 10980
(845) 786-2716 Ext. 107 ~ Fax (845) 786-2783



Megan Carey, Town Clerk
Holli Finn, Deputy Town Clerk

STONY POINT TOWN BOARD

Agenda

7:00PM

March 22, 2022

Pledge of Allegiance
Roll Call
Supervisors Report
Purchase Order Request
Audit of Bills
Minutes: March 8, 2022
Correspondence
Public Input-Limited to 3 minutes

1. Request for Approval to Hire Employees for Patriot Hills Golf Course Operations
2. Approve Sponsorship of North Rockland Community 17th Annual 5K Run/Walk
3. Nomination of Part Time Police Officer
4. Sponsorship Penguin Rep Theater
5. Authorize Town Clerk to go out to Bid for Patriot Hills Clubhouse Roof
6. Authorize Town Clerk to go out to Bid for HVAC System for Patriot Hills Clubhouse
7. Declare Weapon as Surplus
8. Set Public Hearing to Amend Town Code to Increase Fines and Penalties for Building Code Violations
9. Approve / Renew 2022-2023 Property and Casualty Insurance Coverage
10. Accept Proposal for Engineering Services and Grant Submission

Executive Session-If Necessary



#1



DAVE FUSCO, PGA

19 Clubhouse Lane, Stony Point, NY 10980

PHONE: (845) 947-7085

FAX: (845) 947-7296

E-mail: dfusco@patriohillsgolfclub.com

Request for approval for the following people to be employed at the Patriot Hills Golf Club.

These individuals will work in operations, not maintenance.

<u>Starter / Bag Drop</u>	<u>2022</u>
Al Standish	\$15.00
Bob Marino	\$15.00
Steve Mains	\$15.00

<u>Carts / Range</u>	<u>2022</u>
Tom Wood	\$13.20
Benjamin Stamm	\$13.20
Faith Baisley	\$13.20
Ella Schoales	\$13.20
Eugene McCarthy	\$13.20

<u>Pro Shop</u>	
Hughann Limpert	\$15.00
Chris Pagano	\$15.00
Noelle Fusco	\$15.00
Jack Loughran	\$15.00

<u>Outside Operations Supervisor</u>	
Scott Cirigliano	\$17.00

<u>Rangers / Cart / Range</u>	
Anthony Losquadro	\$15.00
Ralph Felice	\$15.00

Sincerely,

Dave Fusco
Director of Golf

SPONSORSHIP PACKET

#2

WHAT IS THE 17TH ANNUAL NORTH ROCKLAND COMMUNITY 5K RUN/WALK?

It is our good fortune to announce the 17th Annual North Rockland Community 5K Run/Walk. This will be a day of community involvement for a wonderful cause. The community will be donating the proceeds from the 5K Run/Walk to:

HAVERSTRAW AMBULANCE CORPS & STONY POINT AMBULANCE CORPS

DRAFT

THIS YEARS RACE WILL BE IN MEMORY FOR NORTH ROCKLAND FAMILIES THAT HAVE LOST LOVE ONES OVER THE PAST TWO YEARS

The run/walk will take place on Sunday, June 5, 2022, at Bowline Point Park. The Children's Race will begin at 8:30 AM and the 5K Run/Walk will begin at 9:00 AM. Based on last year's event, we are anticipating a tremendous turnout from people throughout Rockland County.

The 17th Annual North Rockland Community 5K Run/Walk will be chaired by Town of Haverstraw Supervisor Howard T. Phillips, Jr., Town of Stony Point Supervisor Jim Monaghan and North Rockland Athletic Director Joseph Casarella.

Even in these difficult economic times, the people of North Rockland have always dedicated themselves to helping those in need. We believe that is the true nature and character of our residents and businesses.

Attached please find a list of different levels of donations if you wish to contribute to this worthy cause. Your help and assistance will make this event a lasting memory for the families involved. **For your benefit we have provided a return envelope to return your donation.** This year we are encouraging you to **pre-register** if you wish to participate in the race. Pre-registration will enable race day to run more smoothly. Thank you.

HOWARD T. PHILLIPS, JR.
SUPERVISOR

JOSEPH CASARELLA
NRHS Athletic Director

JIM MONAGHAN
SUPERVISOR

SPONSORSHIP BENEFITS

The 17th Annual North Rockland Community 5K Run/Walk offers local and regional exposure for your company or business in the following ways.

Media Coverage

Merchandising

Product Sampling

Targeted Audience of Consumers

Image-Building Opportunities

Employee & Corporate Team Motivator

Association with Local & National Health Movement

You have a choice of the following levels of sponsorship, which entitles you to the following*:

PLATINUM - \$1,500

D R A F T

Booth at Race
Assist in Presenting Awards
Banner at Race (Provided by Company)
Name on T-Shirt (large letters)
Acknowledgment on Town of Haverstraw Website
Announcement on Race Day
Sponsorship Sign at Race
Complimentary 5 race entries

GOLD - \$1,000

Name on T-Shirt
Acknowledgment on TOH Website
Announcement on Race Day
Sponsorship Sign at Race
Complimentary 5 race entries

SILVER - \$500

Name on T-Shirt
Acknowledgment on TOH Website
Announcement on Race Day
Sponsorship Sign at Race

BRONZE - \$250

Name on T-Shirt
Acknowledgment on TOH Website
Announcement on Race Day
Sponsorship Sign at Race

The deadline to have your name printed on the t-shirts is May 13, 2022.

PATRON (OTHER DONATION)

Race Day Acknowledgment

***Sponsorship is tax-deductible.**

NORTH ROCKLAND COMMUNITY

17TH Annual 5K Run/Walk

DRAFT

Sunday, June 5, 2022, 9:00 AM
"WE CARE"

Where: Start and finish at Bowline Point Park, Haverstraw, NY

Course: Very Scenic (fabulous river views), flat and fast

Race Day Schedule: 7:00 AM - 8:45 AM Race Check-in & Registration
8:30 AM Children's Fun Runs
9:00 AM 5K Run Start

Rain or Shine

* ChampionChip scoring by Super Race Systems, B-tags distributed race day *

AWARDS: Top 3 m/f overall, 15 & under, 16-19, 20-24, 25-29,
30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70+

T-Shirts guaranteed ONLY to all pre-registrants (excluding children's fun runs)

FEE: Pre-Registration (Postmarked on or before 5/27/2022) - \$10
After 5/27/2022 - \$15 Race Day registration - \$15 for all participants
Children's Fun Runs - \$3 donation - Age 12 and under - medals to all finishers

INFORMATION: Call 845-429-2200 or on the web at www.townofhaverstraw.org

Make checks payable to NRCFD. Mail entry form to NRCFD, 1 Rosman Road, Garnerville, NY 10923

You may register online @ www.townofhaverstraw.org on or before 5/30/22

PLEASE PRINT

Last Name _____ First _____ Age on 6/5/2022 _____ M _____ F _____

Street Address _____ Date of Birth _____

Town/City _____ State _____ Zip _____

Phone _____ Email _____

T-shirt size: YL, S, M, L, XL, XXL (Circle one)

Amount Enclosed: Postmarked on or before May 27, 2022 \$10 _____

Race day registration (after May 27, 2022) \$15 _____

For Official Use

I/my business/corporation would like to be a sponsor for this community event. Please contact me at _____

I know that running/walking and volunteering to work in races are potentially hazardous activities. I should not enter and run in activities unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running and volunteering to work in races including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, the conditions of the road and traffic on the course, all such risks being known and appreciated by me. Having read this waiver and knowing these facts, and upon consideration of your acceptance of my application for participation, I for myself and anyone entitled to act on my behalf, waive and release the Town of Haverstraw, Village of West Haverstraw, ChampionChip Scoring, and all sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this activity even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I understand that bicycles, skateboards, baby joggers, roller skates or blades, animals and radio headsets are not allowed in the race, and I will abide by this guideline. No refunds, exchanges or transfers.

Signature _____ Parent's, if under 18 _____ Date _____

Visit www.townofhaverstraw.org for more info
**Proceeds benefit HAVERSTRAW AMBULANCE
CORP & STONY POINT AMBULANCE CORPS**

"We Care"

Please arrive early!!!!!!

Directions from New York City:

Via NYS Thruway: Cross Tappan Zee Bridge and take Exit 13N Palisades Parkway north. Take parkway to Exit 13. Turn left at end of ramp onto Thiells-Mt Ivy Rd. Turn right onto Suffern Lane. Suffern Lane becomes Railroad Avenue. Turn right onto Samsondale Avenue. Turn left into park entrance.

Via George Washington Bridge: To Palisades Parkway north to Exit 13. Follow above directions.

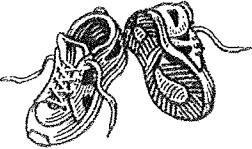
Directions from Orange County and Bear Mountain Bridge:

Via Palisades Parkway south: To Exit 14 Willow Grove Road. Turn left onto Willow Grove Road.

Proceed to third traffic light, turn right onto Rte. 9W. Go to first traffic light, turn left onto Railroad Avenue. Turn right onto Samsondale Avenue. Turn left at park entrance.

Via Rte. 9W: Take Rte. 9W south to Railroad Ave. (just south of Helen Hayes Hospital) and turn left. Turn right onto Samsondale Avenue. Turn left at park entrance.

17th Annual
North Rockland Community 5K

RUN  *Walk*

Sunday, June 5, 2022 at 9:00 AM

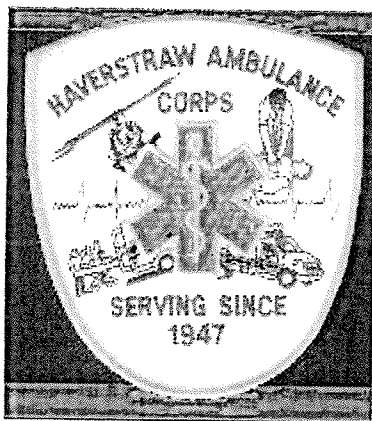
Registration Begins at 7:00 AM

Bowline Point Park Haverstraw, NY

PROCEEDS TO BENEFIT

Haverstraw Ambulance Corps

Stony Point Ambulance Corps



DRAFT

**THIS YEAR'S 5K WILL BE IN MEMORY FOR
NORTH ROCKLAND FAMILIES THAT HAVE LOST LOVED ONES
OVER THE PAST TWO YEARS**



**ONLINE REGISTRATION TO RUN/WALK IN THE 5K AVAILABLE AT
WWW.TOWNOFHAVERSTRAW.ORG**

**TO BECOME A SPONSOR OR FOR MORE INFO CALL
HAVERSTRAW TOWN HALL AT 845-429-2200 OR
STONY POINT TOWN HALL AT 845-786-2716**

Holli Finn

#3

From: Edward Finn <EFinn@stonypointpd.org>
Sent: Thursday, March 17, 2022 1:53 PM
To: Holli Finn
Subject: Agenda Item

Could you please add Nomination of Part Time Police Officer to the Agenda for 3/22. I talked to Jim about it this morning. Thanks.

Chief Edward Finn

Stony Point Police Department
79 Route 210
Stony Point, NY 10980
Tel: (845)786-2744
Fax: (845)786-3120
Email: efinn@stonypointpd.org

Holli Finn

#4

From: Supervisor
Sent: Monday, March 21, 2022 11:38 AM
To: Megan Carey; Holli Finn
Subject: Penguin Rep Theatre

I met with Joe Brancato , Director of the Penguin Rep Theatre . The penguin rep theatre is back performing live plays here in Stony Point. They are requesting Town Community Sponsorship, as we have done in the past in the amount of 1,000 dollars. Can you please place on the agenda for approval.

Thank you,
Jim

*Jim Monaghan
Supervisor
Town of Stony Point
845-786-2716
845-786-3248 - Fax
www.townofstoneypoint.org*

WE'RE BACK!

WITH TWO EXCITING NEW THEATRICAL EVENTS



World Premiere Play

SMALL

*Written & Performed by Robert Montano
Directed by Jessi D. Hill*

March 18 - 27

Thursday @ 7 PM
Friday @ 2 (3/18 only) & 7:30 PM
Saturday @ 4 & 8 PM
Sunday @ 2 PM

A bullied young man finds strength and gains respect as a jockey atop a racehorse. But what happens when he begins to (literally) outgrow his dream? Follow Robert Montano's real-life roller-coaster ride from Belmont Park Racetrack to starring roles on Broadway.



Order before March 4 & enter discount code *EARLY* for \$30 tickets!



World Premiere Concert Event

FAR FROM THE HOME I LOVE

*Songs by Jerry Bock & Sheldon Harnick
Arranged by Paul Shapiro
Featuring Jennifer Apple,
Freedom Bremner & Meadow Nguy*

April 2 - 10
Saturday @ 4 & 8 PM
Sunday @ 1 & 5 PM

Experience the iconic songs from *FIDDLER ON THE ROOF* as reimagined by bandleader extraordinaire Paul Shapiro with a fresh new multicultural take. A thrilling concert presentation featuring four musicians, three singers, and lots of heart and soul.



Order before March 4 & enter discount code *EARLY* for \$25 tickets!

#5

Authorize Town Clerk to go
out to Bid for Patriot Hills
Clubhouse Roof

#6

Authorize Town Clerk to go
out to Bid for HVAC System
for Patriot Hills Clubhouse

**Police Department
Town of Stony Point
79 Route 210
Stony Point, New York 10980
845-786-2422
845-786-3120 fax**

#7

Memorandum

To: Supervisor James Monaghan and Members of the Town Board

From: Chief Edward Finn

Re: Declare Weapon as Surplus

Date: 3/21/2022

It is respectfully requested that the following weapon be declared surplus property at the March 22, 2022 Town Board meeting.

Glock Model 23, .40 caliber semi-automatic handgun, serial # RTV-809

As has been the past practice between the Town Board and the Stony Point P.B.A., a retiring members' duty weapon is presented to him upon retirement. The P.B.A. then reimburses the Town for the full cost of a new weapon, which is then purchased and added to the inventory. This weapon is to be presented to Police Officer Gregory Barbuto who retired on February 22, 2022.

Thank you for your consideration in this matter. Should you have any questions please feel free to contact me.

Cc: Town Clerk
File

#8

Set Public Hearing to
Amend Town Code to
Increase Fines and
Penalties for Building
Code Violations

Holli Finn

9

From: Gregg Smith
Sent: Monday, March 21, 2022 12:23 PM
To: Holli Finn
Cc: Supervisor; Megan Carey
Subject: RE: agenda

Holli,

Good afternoon. My apologies for the late add on to tomorrow's agenda, please *add*

Approve / renew 2022-2023 Property and Casualty insurance coverage

Thank you

Gregg Smith
Finance Director
Town of Stony Point
845-786-2716 Ext. 130

From: Holli Finn <HFinn@townofstonypoint.org>
Sent: Monday, March 21, 2022 11:57 AM
To: Alak Shah <ashah@fnmlawfirm.com>; Amy Stamm <astamm@TownOfStonyPoint.org>; bernadettek@fnmlawfirm.com; William Beckmann <WBeckmann@townofstonypoint.org>; brian nugent <bnugent@fnmlawfirm.com>; Colleen Woods <CWoods@townofstonypoint.org>; Dave Fusco Golf <dfusco@patriohillsgolfclub.com>; Diane Payan <DPayan@townofstonypoint.org>; efinn@stonypointpd.org; Gregg Smith <GSmith@townofstonypoint.org>; John Hager <JHager@TownOfStonyPoint.org>; Karenanne Nigro <KNigro@townofstonypoint.org>; Karl Javenes <KJavenes@townofstonypoint.org>; Kathy Campbelllyons <KCampbelllyons@townofstonypoint.org>; Keith Williams <KWilliams@TownOfStonyPoint.org>; Kurt Mulligan <kmulligan@stonypointpd.org>; Lorraine Sofia <LSofia@townofstonypoint.org>; Mary Pagano <MPagano@townofstonypoint.org>; Maryellen Gonyea <MGonyea@townofstonypoint.org>; Maryellen White <MWhite@townofstonypoint.org>; Max Stach <maxstach@nelsonpope.com>; Megan Carey <MCarey@townofstonypoint.org>; Mike Puccio <MPuccio@townofstonypoint.org>; pjswj@aol.com; Robert Zitt <rzitt@fnmlawfirm.com>; shannond@fnmlawfirm.com; Supervisor <supervisor@townofstonypoint.org>; Tom Larkin <tlarkin@townofstonypoint.org>; Todd Rose <TRose@TownOfStonyPoint.org>; William Franks (wfranks@nycourts.gov) <wfranks@nycourts.gov>
Subject: agenda

Good Afternoon,

Attached is the agenda for the March 22nd Town Board meeting. Have a great day 😊

***Thank You,
Holli Finn
Deputy Town Clerk
845-786-2716 ext.123
Fax#845-786-2783
hfinn@townofstonypoint.org***



**Pitingaro & Doetsch
Consulting Engineers**

15 Industrial Drive, Suite 2 | Middletown, NY 10941
info@panddengineers.com
(845) 703-8140

#10

October 14, 2021
December 16, 2021 Revised

Karl Javenes, Councilman & Deputy Supervisor
Town of Stony Point
74 East Main Street
Stony Point, NY 10980

**Subject: Proposal for Engineering Services - WWTP Upgrade
Design & Installation of Clarifiers
Town of Stony Point, Rockland County, NY**

Dear Deputy Supervisor Javenes:

Pitingaro & Doetsch Consulting Engineers, P.C. (P&D) would be pleased to provide engineering services to assist in the upgrade of the Town's WWTP as part of a plan to bring the plant into satisfactory condition to treat an average daily flow of 1.8 MGD and place the WWTP in a state of compliance with NYSDEC regulations. This project will involve the design and installation of two (2) new clarifiers and associated RAS pump and aeration blower upgrades. The Description of Services & Fees, Hourly Rates Terms & Conditions for the engagement are attached hereto.

Please sign a copy of this cover letter, initial each of the subsequent pages and return to our office. Your signing shall constitute authorization to proceed with the agreed-upon services.

If you have any questions regarding this agreement, please contact me at 845.703.8140 or at pitingaro@panddengineers.com. We appreciate this opportunity and look forward to working with you to complete this project.

Very truly yours,

Jason A. Pitingaro, PE
President

JAP/lk

Accepted By: Town of Stony Point

Authorized Signature

Print Name/Title

Date

DESCRIPTION OF SERVICES & FEES

The Town of Stony Point is upgrading its WWTP to provide treatment for up to 1.8 MGD. To provide this treatment capacity, two (2) new circular clarifiers should be constructed to replace the existing inadequate clarifiers. This clarifier upgrade would necessitate the installation of a third RAS pump and a third aeration blower.

P&D will assist the Town in implementing a final clarifier design that will provide long-term wastewater treatment for the facility. This system is intended to be put online during the 2022 calendar year. The new clarifiers and ancillary upgrades will be designed to treat anticipated future flows at the facility.

We anticipate the following services to be required to complete this work.

DESIGN OF NEW CLARIFIERS & ANCILLARY UPGRADES

1. Engineer's Report

We will work with the Town and Operator to prepare an Engineer's Report for the facility's clarifiers based on the plant flow, physical configuration and typical wastewater characteristics. We will review the prior year's operations reports to verify this information. We will also account for any predicted flow increases at the facility from potential redirected flows of new development.

Once this review is complete, we will prepare an Engineer's Report that will document the basis of design for the new equipment based on the existing and required clarifier sizing, concentration of suspended solids and sludge particulate matter and flow. The report will be provided to the DEC along with an application for approval of the proposed facility modification.

In completion of the above, we will:

- Review Facility Operations Reports
- Design New Clarifiers and Select Replacement Equipment
- Prepare a DEC Application for Modification of the Facility
- Prepare an Engineer's Report

2. Preparation of Plans

We will prepare plans for the construction of replacement clarifiers and replacement equipment based on the existing configuration of the plant. We will work to minimize impacts to the existing equipment and piping while providing an installation that is appropriate and serviceable. We will visit the plant to create a base plan which the new installation will be based off of. Plans will include plan view and elevations of the units and all piping.

In completion of the above, we will:

- Visit the Facility to Document the Existing Installation
- Prepare a Plan of the Existing Configuration, Identifying Equipment and Piping To Be Demolished or Modified
- Prepare a Plan View and Sections Views Illustrating the Construction of the New Clarifier

- Prepare All Required Details for the Project
- Prepare All Required Electrical Construction Details

3. Design Specifications

A complete set of project specifications will be prepared. The specifications will also identify all materials to be utilized for the project. This will include items such as the clarifiers, RAS pump, aeration blower, piping, fittings and electrical equipment.

4. Contract Document Preparation

Our team will prepare the contract documents to accompany the plans and specifications. The bid packages will be based on the Town's standard base document and will include detailed construction bid forms and necessary items such as wage rates. All other requirements, such as Davis Bacon provisions, prevailing wage rate schedules and American Iron and Steel (AIS) Certification, will also be included, if necessary.

The complete bid packages shall include the construction drawings and specifications, the bid advertisement, non-collusive agreement, bid form, construction contracts and all other necessary bid documents.

5. Assisting in Bidding & Award of Contract

P&D will assist the Town with the bidding phase of the project. Our team will provide an announcement to the Town Clerk for advertisement in the local newspapers of record and will perform all tasks during the bid process. We will schedule and attend a pre-bid construction meeting to allow contractors to inspect the site and observe the conditions, as this inspection will be a critical part of the project. We will also attend the bid opening and review of bid packages.

Bid packages will be analyzed for compliance with the contract specifications and to verify completeness, including bid bond, non-collusion statement and contractor references. We will provide a letter of recommendation to the Town for award of the project. Once the Notice of Award has been accepted and prior to the commencement of construction, P&D will review all required insurances provided by the contractor and the contractor's project schedule and schedule of values.

PROJECT SCHEDULE (PENDING APPROVAL OF DESIGN CONCEPT & PROPOSAL)

Design of Clarifiers & Ancillary Upgrades	January 1, 2022 to May 31, 2022
Review & Comment Period	June 1, 2022 to July 25, 2022
Revision Period	July 26, 2022 to August 31, 2022
Bidding Period	September 1, 2022 to October 15, 2022
Award	October 31, 2022
Construction Period	November 15, 2022 to June 1, 2023

COST & FEES

To accomplish the above, P&D proposes to work closely with the WWTP operators. P&D will complete design drawings, specifications and contract documents as well as coordinate the approval of this work with the DEC. The total preliminary project estimated for the new clarifier system is \$1.8 million. P&D's fee for the work noted in this proposal will be \$176,000. Any additional work not expressly indicated in the scope of this proposal will be provided under a separate proposal.

Upon receipt of bids and execution of the construction contract, at the request of the Town, P&D can provide complete Construction Management services for the project. This would include construction inspection and construction support services, contract management, shop drawing and submittal review, payment application review, scheduling, operations coordination and sign-off. This work can be performed for a fixed fee amount or hourly, depending on the preference of the Town.

P&D will not require a retainer for this project. We will invoice the Client on a monthly basis based on work completed. Payment is due in full upon presentation of the monthly invoice, subject to approval of the Town Board.

G:\Shared Drives\P&D Marketing\Proposals\Stony Point T\Letter Proposals\12.16.21 Clarifiers Rev\12.16.21 Design Clarifiers Revised.Docx



PROFESSIONAL SERVICES TERMS & CONDITIONS OF AGREEMENT

All services offered through this Agreement ("Agreement") and/or any subsequent proposals, agreements, or contracts, including the "Description of Services" or "Statement of Work" (referred to herein as "DOS/SOW") included in the above, and performance of the parties thereunder is governed by and subject to these General Terms and Conditions ("Terms and Conditions") which by reference are incorporated and made a part of the DOS/SOW. "Client" is identified as "Client" or "You" or "Your" herein, and collectively referred to with Pitingaro & Doetsch Consulting Engineers, P.C. as "Parties" or separately as "Party."

The Terms and Conditions (i) are subject to change only by a written agreement between Pitingaro & Doetsch Consulting Engineers, P.C. and the Town Board from time to time; (ii) in effect as of the Effective Date ("Effective Date") of the DOS/SOW and shall apply for the performance of that DOS/SOW; (iii) will not apply retroactively to any DOS/SOW; and (iv) are dated and archived when superseded by a newer version. Pitingaro & Doetsch Consulting Engineers, P.C. represents that in the event You have a current signed agreement with Pitingaro & Doetsch Consulting Engineers, P.C. regarding the subject matter herein, then the terms and conditions of that agreement supersede any conflicting terms herein.

1. DOS/SOW TERMS & CONDITIONS

Pitingaro & Doetsch Consulting Engineers, P.C. will provide the services as specified in the DOS/SOW ("Services") governed by the Terms and Conditions. In the event of a conflict between a term or condition in a DOS/SOW and those set forth here, these Terms and Conditions will govern unless explicitly superseded in the DOS/SOW or as otherwise stated in the preamble herein.

2. TERM AND TERMINATION

The DOS/SOW begins on the date stated therein, or as otherwise mutually agreed between the Parties, and shall remain in effect for the term length stated in the DOS/SOW ("Services Period"). Either Party shall notify the other in case of the other's alleged breach of a material provision of this DOS/SOW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the DOS/SOW, which notice shall take effect upon receipt.

3. DESCRIPTION OF SERVICES/STATEMENT OF WORK

Descriptions of the Services or DOS/SOW to be provided by Pitingaro & Doetsch Consulting Engineers, P.C. are set forth in the DOS/SOW. Services not set forth in the DOS/SOW, or specifically itemized as Additional Services, are excluded from the scope of Pitingaro & Doetsch Consulting Engineers, P.C.'s services, and Pitingaro & Doetsch Consulting Engineers, P.C. assumes no responsibility to perform such additional services under the base contract. If additional work becomes necessary during the course of the engagement, Pitingaro & Doetsch Consulting Engineers, P.C. may perform such Additional Services ("Additional Services") in accordance with a written agreement between the Client and Pitingaro & Doetsch Consulting Engineers, P.C. setting forth the Additional Services and fees.

4. INVOICING

Pitingaro & Doetsch Consulting Engineers, P.C. shall submit invoices monthly, and payment in full is due upon presentation, subject to Town Board approval. Invoices not remitted within sixty (60) days shall be considered Past Due ("Past Due").



5. REIMBURSABLE EXPENSES

Reimbursable expenses will be added to each monthly invoice. The Client shall pay Pitingaro & Doetsch Consulting Engineers, P.C. for reimbursable expenses, including printing costs, bulk/special mailings, express delivery service, application fees, laboratory charges, and other costs related specifically to the Client's project.

6. FEE DURATION

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the date of the proposal after which time the proposed fees may be adjusted independent of services, subject to agreement between the Client and Pitingaro & Doetsch Consulting Engineers, P.C. Adjustments in the hourly rates may be made annually in January to reflect increases in operational costs.

7. SUSPENSION OF SERVICES

Once a payment is Past Due, Client's non-payment shall be deemed to be in breach of this Agreement, or in breach of any other agreement between Client and Pitingaro & Doetsch Consulting Engineers, P.C. Pitingaro & Doetsch Consulting Engineers, P.C. may therefore suspend performance of services at any time, and Pitingaro & Doetsch Consulting Engineers, P.C. shall have no liability whatsoever to the Client for any costs or damages resulting from such suspension caused by any breach of this Agreement by the Client.

8. COLLECTION COSTS

In the event legal action is necessary to enforce of this Agreement, the non-breaching party shall be entitled to recover from the other party the reasonable attorneys' fees, court costs and expenses incurred by the non-breaching party in connection therewith.

9. INSURANCE

Pitingaro & Doetsch Consulting Engineers, P.C. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client naming the Town of Stony Point as an additional insured.

10. OPINIONS OF PROBABLE COST

Any Opinions of Probable Cost ("Opinions of Probable Cost") prepared by Pitingaro & Doetsch Consulting Engineers, P.C. are only an opinion based on Pitingaro & Doetsch Consulting Engineers, P.C.'s current knowledge and past experience. Pitingaro & Doetsch Consulting Engineers, P.C. cannot and does not make any attempt to predict future costs with any level of certainty. Opinions of Probable Cost are to be made based on the qualifications and experience of Pitingaro & Doetsch Consulting Engineers, P.C., and Pitingaro & Doetsch Consulting Engineers, P.C. will make every effort to do a reasonable and professional job. The Client understands that Pitingaro & Doetsch Consulting Engineers, P.C. has no control over costs or the price of labor, equipment or materials or the Contractor's method of pricing, and Pitingaro & Doetsch Consulting Engineers, P.C. therefore makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

11. PROJECT CHANGE REQUEST

Either Party may request a modification to any material provision of the DOS/SOW by submitting a Project Change Request ("PCR"). Upon receipt of a PCR, Pitingaro & Doetsch Consulting Engineers, P.C. will



estimate the financial and schedule impacts, if any. The Parties will review these estimates to determine whether the PCR would be mutually acceptable. If the Parties agree on the PCR, then Pitingaro & Doetsch Consulting Engineers, P.C. will attach the final PCR to the DOS/SOW. If the Parties are unable to agree within five (5) business days after the PCR is submitted, then the submitting Party may either withdraw the PCR or terminate the DOS/SOW with notice in accordance with Section 2 of these Terms and Conditions. If the DOS/SOW is terminated due to an inability to reach agreement on a PCR, the only payments due are for the services performed and expenses incurred by Pitingaro & Doetsch Consulting Engineers, P.C. prior to the effective termination date.

12. STANDARD OF CARE

Pitingaro & Doetsch Consulting Engineers, P.C. shall perform Services in a professional manner in accordance with generally accepted industry standards and with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time based on facts and information available at the time Services are provided. Except as expressly stated in this section, and to the maximum extent permitted by applicable law, Pitingaro & Doetsch Consulting Engineers, P.C. (including its suppliers) makes no other express warranties, written or oral, and disclaims all implied warranties.

13. INTELLECTUAL PROPERTY

13.1 Ownership. Other than Pitingaro & Doetsch Consulting Engineers, P.C. Materials, Client shall own all intellectual property rights associated with the deliverables, works of authorship or other products developed or created and delivered by Pitingaro & Doetsch Consulting Engineers, P.C. to Client in the course of performing Services ("Work Product"), as well as Client's derivative works thereof, subject to Client's payment in full under such DOS/SOW and subject to Pitingaro & Doetsch Consulting Engineers, P.C.'s rights in the underlying intellectual property embodied therein or used by Pitingaro & Doetsch Consulting Engineers, P.C. to perform the Services.

13.2 Pitingaro & Doetsch Consulting Engineers, P.C. Materials Exclusion. "Pitingaro & Doetsch Consulting Engineers, P.C. Materials" means any materials developed by Pitingaro & Doetsch Consulting Engineers, P.C.: (i) prior to the Effective Date; (ii) other than in performance of this DOS/SOW; (iii) that are generally applicable to Pitingaro & Doetsch Consulting Engineers, P.C.'s services and are not unique to the business of Client or the DOS/SOW; or (iv) that are improvements to Pitingaro & Doetsch Consulting Engineers, P.C.'s internal processes, provided that such improvements or use thereof do not infringe on Client's proprietary rights. Pitingaro & Doetsch Consulting Engineers, P.C. Materials may be included in or necessary for Client to use the Work Product but are excluded from Client's ownership rights set forth in Section 13.1. Client shall not obliterate or remove but will reproduce Pitingaro & Doetsch Consulting Engineers, P.C.'s intellectual property notices contained in the Pitingaro & Doetsch Consulting Engineers, P.C. Materials. The foregoing limitation shall not apply to Pitingaro & Doetsch Consulting Engineers, P.C.'s conduct rising to misconduct or gross negligence, including Pitingaro & Doetsch Consulting Engineers, P.C.'s failure to exercise the standard of care required by these Terms and Conditions.

14. CLIENT MATERIALS DELAY

Client acknowledges that Pitingaro & Doetsch Consulting Engineers, P.C.'s performance of the Services and delivery of the Work Product is contingent on Client's timely delivery of any Client Materials ("Client Materials") provided to Pitingaro & Doetsch Consulting Engineers, P.C. in connection with the Services.



Client agrees that any reasonable scheduling or financial impacts caused by Client's failure to deliver Client Materials within the specified time will be treated as a PCR.

15. RESERVATION OF RIGHTS

Pitingaro & Doetsch Consulting Engineers, P.C. reserves all rights not expressly granted to Client in these Terms and Conditions. Except as expressly stated, nothing herein shall be construed to (i) directly or indirectly grant to a receiving Party any title to or ownership of a providing Party's intellectual property rights in services or materials furnished by such providing Party hereunder; or (ii) preclude such providing Party from developing, marketing, using or otherwise freely utilizing services or materials that are similar to or related to the Services or materials provided hereunder.

16. PERSONNEL

Pitingaro & Doetsch Consulting Engineers, P.C. will determine the personnel assigned to perform the Services. Client may request in writing the replacement of Pitingaro & Doetsch Consulting Engineers, P.C. personnel.

17. BUSINESS HOURS

Services shall be performed by Pitingaro & Doetsch Consulting Engineers, P.C. from 8:00 A.M. until 5:00 P.M. in the local time zone where the Services are being performed by Pitingaro & Doetsch Consulting Engineers, P.C. Monday through Friday excluding local statutory holidays and any additional holidays that Pitingaro & Doetsch Consulting Engineers, P.C. grants to its employees, a list of which can be provided by Pitingaro & Doetsch Consulting Engineers, P.C. to Client prior to the commencement of the services.

18. PROCESS

The foregoing obligations are subject to the following: the indemnitee (i) notifies the indemnitor promptly in writing of such claim; (ii) grants the indemnitor sole control over the defense and settlement thereof; (iii) reasonably cooperates in response to an indemnitor request for assistance; and (iv) is not in material breach of these Terms and Conditions. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense; (a) procure for the indemnitee the right to make continued use thereof; (b) replace or modify such so that it becomes non-infringing; (c) request return of the subject material; or (d) discontinue the Services and refund the portion of any pre-paid services fee that corresponds to the period of Services discontinuation.

19. CONFIDENTIAL INFORMATION

"Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred. Confidential Information does not include information that is (i) rightfully in the receiving Party's possession without prior obligation of confidentiality from the disclosing Party; (ii) a matter of public knowledge (or becomes a matter of public knowledge other than through breach of confidentiality by the other Party); (iii) rightfully furnished to the receiving Party by a third party without confidentiality restriction; or (iv) independently developed by the receiving Party without reference to the disclosing Party's Confidential Information. Each Party shall (a) use Confidential Information of the other Party only for the purposes of exercising rights or performing obligations in connection with this Terms and Conditions or any DOS/SOW or hereunder; and (b) protect from disclosure to any third parties any Confidential Information disclosed by the other Party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to Client data,



which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies.

20. PUBLICITY

Client agrees that Pitingaro & Doetsch Consulting Engineers, P.C. may include Client's project in advertising and promotional materials.

21. NON-SOLICITATION

Client agrees that it shall not, during the term of any Agreement with Pitingaro & Doetsch Consulting Engineers, P.C. and for a period of **twelve (12) months** thereafter, either directly or indirectly solicit, approach, counsel or induce or attempt to induce any employee of Pitingaro & Doetsch Consulting Engineers, P.C. to terminate his/her/their employment with Pitingaro & Doetsch Consulting Engineers, P.C. for the purposes of entering into an employment relationship with Client. The term "Client" as used herein includes any of Client's affiliated, subsidiary or related business entities.

22. LIMITATIONS OF LIABILITY

Pitingaro & Doetsch Consulting Engineers, P.C.'s total liability and Client's sole and exclusive remedy for any claim of any type whatsoever, arising out of this DOS/SOW or Services provided hereunder, shall be limited to proven direct damages caused by Pitingaro & Doetsch Consulting Engineers, P.C.'s sole negligence in an amount not to exceed the price paid to Pitingaro & Doetsch Consulting Engineers, P.C. for the Services rendered hereunder. Except with respect to claims regarding violation of Pitingaro & Doetsch Consulting Engineers, P.C.'s intellectual property rights, neither Client nor Pitingaro & Doetsch Consulting Engineers, P.C. shall have liability to the other for any special, consequential, exemplary, incidental, or indirect damages (including but not limited to loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

23. CORPORATE PROTECTION

It is intended by the Parties to this Agreement that Pitingaro & Doetsch Consulting Engineers, P.C.'s Services in connection with the project shall not subject Pitingaro & Doetsch Consulting Engineers, P.C.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Pitingaro & Doetsch Consulting Engineers, P.C., a New York State corporation, and not against any of Pitingaro & Doetsch Consulting Engineers, P.C.'s employees, officers or directors.

24. GENERAL

Where Services are performed in New York State, United States ("US"), the applicable DOS/SOW is governed by the laws of the State of New York, and each Party hereby expressly consents to the personal jurisdiction of either the State of New York courts or the United States District Courts located in the State of New York and agrees that any action relating to or arising out of the Terms and Conditions shall be instituted and prosecuted only in the Supreme Court of the State of New York or the United States District Court for the Southern District of New York.



25. SURVIVAL

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all Services of Pitingaro & Doetsch Consulting Engineers, P.C. under this Agreement or the termination of this Agreement for any reason.

26. ENTIRE AGREEMENT

This Agreement and any **Description of Services and Fee General Provisions of Contract** comprises the final and complete agreement between the Client and Pitingaro & Doetsch Consulting Engineers, P.C. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the Terms and Conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Pitingaro & Doetsch Consulting Engineers, P.C. To the extent Client provides its own agreement and that agreement is silent with respect to any Term or Condition expressed herein, these Terms and Conditions shall prevail and shall be binding upon the Parties.

Execution of this Agreement by the Client shall not be effective until such execution is authorized by a duly adopted Resolution of the Town Board of the Town of Stony Point.

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SERVICES

Civil engineering

Municipal planning & review

Water treatment

Water source development

Land development

Land planning

Wastewater treatment

Water resources

Environmental engineering

Regulatory compliance

Building & MEP design

Construction management

Construction inspection

Grant administration

TITLE	RATE
Principal	\$200
Project Manager	\$185
Senior Electrical Engineer	\$175
Senior Civil Engineer	\$175
Senior Mechanical Engineer.....	\$175
Program Manager	\$150
Environmental Engineer	\$150
Civil Engineer	\$150
Municipal Markets Manager	\$145
Grant Coordinator	\$135
Junior Civil Engineer	\$135
CADD/Drafting Technician	\$105
Water/Wastewater Plant Operator	\$105
Senior Resident Inspector.....	\$135
Resident Inspector	\$105
Clerical	\$75

EXPENSES

Photocopies	\$0.25 per copy
Blueprint Reproduction	\$0.60 per square foot
Other Reproduction	Square foot rate subject to type of material used
Special Mailings/Delivery	Rates subject to priority, weight and distance
Transportation Expenses	Prevailing IRS rate
Other Direct Costs	Cost plus 15% to include but not be limited to subcontractors, supplies and other materials