

WEEKLY TOWN BOARD MEETING

May 9, 2018 7:30 p.m. Town Hall

AGENDA

1. Resolution authorizing Supervisor Shea to sign the agreement between the Town and the Chazen Companies for an Addendum to the 2007 Groundwater Report.
2. Resolution authorizing a change in the Service Awards Program for the Continental Village Department, Inc. by ratifying Entitlement Age specified in Article 6 of the Master Plan document.
3. Discussion with regard to Solar Panels for the Recreation Department.
4. Discussion with regard to the installation of a new heating/cooling zone in the Town's Annex.

Adjournment



HUDSON VALLEY OFFICE
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Poughkeepsie, NY 12601
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www.chazencompanies.com

April 24, 2018

Supervisor Richard Shea
Town of Philipstown
238 Main Street
P.O. Box 155.
Cold Spring, NY 10516

*Re: Professional Services Proposal
Addendum to 2007 Town of Philipstown Groundwater Report
Chazen Proposal Number PI18-015*

Dear Supervisor Shea and Town Board Members:

Thank you for the opportunity to submit this professional services proposal to update the groundwater assessment and planning report we prepared for you in 2007. It was also a pleasure to see everyone again at a recent Town Board meeting. Since then, and in consultation with you and the Hudson Highlands Land Trust, we have identified some select topics worthy of a resource update study, described below.

SCOPE OF SERVICES

Several Tasks were identified for analysis and addition to the contents of your 2007 report. Our work would be submitted in a second bound volume.

TASK 1 – Report Update

Under this task, Chazen will seek to acquire drilling records for wells drilled in Philipstown since 2000, to add to Table 1 of our 2007 report. The analysis will suggest whether well depths have continued to deepen since the prior enumeration.

Chazen will also review and briefly summarize benefits and concerns associated with passing a local law requiring period private well sampling. Such laws have been passed in several Dutchess County so learning from their experiences may benefit Philipstown.

Finally, Chazen will prepare linear feature analysis on select candidate open space parcels which might be suitable for back-up source water well drilling locations. This work would proceed after speaking with the Town to agree on general areas to evaluate. Linear feature work involves map analysis and does not require physical site access. This will suggest specific locations potentially suitable for future field verification visits followed by well drilling.

Task 2 –Watershed Inventories

A Chazen hydrogeologist will meet with assigned Town/Village representatives to help brainstorm and develop a short list of locations, including former mines or former/active manufacturing locations, where

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Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (New York)
Chazen Engineering Consultants, LLC (Tennessee)

recognized or emerging contaminants might be concerns. Resources Chazen can bring to this work session includes materials from the 2007 report identifying former mines in the Town and the land use inventory. Any sampling of streams or groundwater near areas of suggested concern could be authorized under Task 3.

Chazen would also work with assigned Town/Village representatives to conduct a water quality threats inventory along the sections of the Route 9 corridor overlying the Town's protected sand and gravel aquifer. Chazen's role would be to help frame the work plan used by Town volunteers, and to establish priorities including locations to be tested and what chemicals should be tested for. Again, as indicated above, any such targeted stream or well sampling could be authorized under Task 3.

Task 3 – Stream and Well Sampling, and Reporting

Under this task, volunteers would conduct owner communications and sampling suggested by the Task 2 land use inventory and Route 9 corridor survey. Chazen will work with assigned volunteers who will implement outreach communications and sampling related to desired sampling. Analyses for this sampling could include a range of sampling parameters dependent on activities of concern suggested by sites of interest. This proposal does not include laboratory or labor costs of sampling. Chazen also recommends that volunteers share sample results with the volunteered private property owners (wells or streams) where sampling occurs.

PROFESSIONAL SERVICES FEE & TIME SCHEDULE

Chazen proposes to bill these 3 tasks as indicated in the following Fee & Time Schedule Summary. Fees are payable as follows, by task: 25% upon contracting (equivalent to a retainer of \$2,500), 50% upon submission of draft reports by task, and 25% payable upon acceptance of final reports by task.

Fee & Time Schedule Summary Table

Task No.	Task Description	Lump Sum Fees	Task Duration
01	Report Update	\$5,300	8 weeks
02	Watershed Inventories	\$2,300	Open schedule
03	Well and Stream Sampling, and Reporting	\$2,400	Open schedule
Total Cost		\$10,000	---

Time and Materials based on the following assumptions.

- Task 2 participation and activity is limited to participating in 2 working meetings with the assigned Town/Village representatives and related teleconference or emailed communications as the inventories are conducted.
- Tasks 2 and 3 will involve the use of a core group of local volunteers to conduct landowner communications and/or sampling. Chazen can assist with inventories and sampling at additional fee.
- Projected start and end dates are subject to change and are based on the date from authorization to proceed. Because certain aspects of the project are outside of our control we cannot guarantee completion of this project within these schedules.
- Laboratory charges for testing are not included

If any of these assumptions turn out not to be correct, both parties will mutually agree to amend the scope or costs of this agreement, and project costs will only be increased through a Change in Scope Order.

AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this agreement and \$2,500 will be our authorization to schedule the performance of this work. This proposal is valid for 30 days from the date hereof. Please feel free to contact me at (845) 486-1551 or rum@chazencompanies.com, if you have any questions whatsoever. We look forward to working with you again.

Sincerely,



Russell Urban-Mead, PG, Hydrogeologist
Senior Hydrogeologist / VP, Environmental Services

Attachments: Standard Agreement

cc: All Proposal
Michelle Smith, Hudson Highland Land Trust

AGREEMENT MADE this _____ day of _____ 2018 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and _____ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated April 24, 2018 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$ 2,500.00 will 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 will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.

B. Client and Client's contractors or 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 Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.

C. Any electronic copies (files) provided 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 Chazen.

D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement
Project Name: Philipstown Groundwater Update

Proposal Number: P118-015
Project Number: _____

- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

**Town of Philipstown
Putnam County, New York**

**Town of Cortlandt
Putnam County, New York**

RESOLUTION

“Resolution Authorizing A Change in the Service Awards Program for the Continental Village Volunteer Fire Department, Inc.”

WHEREAS, the Town of Philipstown and the Town of Cortlandt have previously established a Service Awards Program for the Continental Village Volunteer Fire Department, Inc. hereinafter CVVFD, on or about January 14, 2003; and

WHEREAS, in accordance with the provisions of Article 11A of New York State General Municipal Law, the resolutions of the Town of Philipstown and the Town of Cortlandt were ratified on April 1, 2003 by the voters registered to vote and residing within the five protection districts serviced by the CVVFD; and

WHEREAS, the Service Awards Program Master Plan, so adopted and ratified as set forth above, contains the following language:

“6.1 Entitlement Age (Retirement Age). A Participant shall, of Entitlement Age, be entitled to receive his Accrued Benefit and at the time and form specified in Article 6 of the Master Plan document. No benefits shall be earned after attaining the Entitlement Age.” (Emphasis added); and

WHEREAS, New York State volunteer firefighter Service Award Programs are governed by Article 11-A of the New York State General Municipal Law; and

WHEREAS; Section 217 of Article 11-A of the New York State General Municipal Law was amended effective October 7, 2003 to provide that an active volunteer firefighters' service award program may provide for crediting of years of active

firefighting service for periods after an active volunteer firefighter has reached the Entitlement Age and is receiving a service award; and,

WHEREAS, Participants who continue to serve as active firefighters of the CVVFD after having attained the Entitlement Age and having begun to be paid Service Award Program monthly payments have not been provided the opportunity to continue to earn Service Award Program credit for active volunteer firefighter service rendered after attaining the Entitlement Age; and

WHEREAS, such denial of the opportunity for active volunteer firefighters to earn Service Award Program credit is unenforceable under ADEA, the Federal Age Discrimination In Employment Act; and

WHEREAS, it is the desire of the Town of Philipstown and the Town of Cortlandt to amend the Service Awards Program Master Plan to allow for Participants to accrue benefits after reaching the Entitlement Age; and

WHEREAS, such amendment, pursuant to Section 216-a of Article 11-A of the New York State General Municipal Law, requires the approval of the Town Boards of the Town of Philipstown and the Town of Cortlandt to so amend the Service Awards Program Master Plan of the CVVFD; and

Now, Therefore, BE IT RESOLVED, that

The Town Board of the Town of Philipstown and the Town Board of the Town of Cortlandt amend the Service Awards Program Master Plan of the CVVFD so that post Entitlement Age active volunteer firefighters who earn 50 or more points under the Service Award Program Point System and were denied service credit on the basis of their Entitlement Age shall be granted such service credit effective January 1, 2004 and thereby increase their monthly Service Award payments by twenty dollars (\$20) for each year of post Entitlement Age service credit earned. Furthermore, active volunteer firefighters shall continue to have the opportunity to earn additional service credit after

attaining the Entitlement Age for all future calendar years beginning on or after January 1, 2004.

The increase to the annual cost as a result of this amendment may ultimately be as much as \$ 95,992 for current post Entitlement Age firefighters. Sixty and Ninety Eight One Hundredths (60.98%) of the annual cost of this amendment is attributable to the Town of Philipstown. Thirty Eight and Sixteen One Hundredths (38.16%) of the annual cost of this amendment is attributable to the Town of Cortlandt.

All other provisions of the CVVFD Service Award Program shall not change and the program shall continue to be administered by the CVVFD in accordance with Article 11-A of the New York State General Municipal Law as such law is amended from time to time.

**By Order of the Town Board of the
Town of Philipstown**

Date: _____, 2018

Town of Philipstown Town Clerk

**By Order of the Town Board of the
Town of Cortlandt**

Date: _____, 2018

Town of Cortlandt Town Clerk