



### **Town Board Regular Meeting**

**Tuesday, June 19, 2018**

**This regular meeting was held at the Rondout Municipal Center and began at 7:01pm**

**Present:** Supervisor Rich Parete and Town Board members Joe Borzumato, Tim Sweeney, Eric Stewart and Don LaFera

**Absent:**

**Also, Present:** Heather Moody; Town Clerk/Tax Collector, George Dimler; Highway Superintendent, Jodi LaMarco; Blue Stone Press and Rod Bicknell; Shawangunk Journal.

Supervisor Parete called the meeting to order at 7:00 pm and asked Councilman Sweeney to lead the Pledge of Allegiance.

### **AWARDS:**

- Supervisor Parete and Councilman Stewart handed out recognition awards to the Rondout Valley Division & Section Winners of the softball team and golf league.  
Softball Coach Rob Fischer, Assistant Coach's Eric Koch and Kerri Malak.  
Softball players – Bailey Charpentier, Bianca Novotney, Emma Markle, Fornino Lene, Gianna Koch, Jessica Kreck, Jessica Meyer, Kelder Creegan, Lauren Parete, Mackenzie Fischer, Naomi Koch, Stevie Gabler and Tori Decker.  
Golf Coach Lisa Schoonmaker  
Golf members – Ailene Lynch, Amber Pennington, Mackenzie Handschuh and Mary Gersec

7:10pm Councilman LaFera excused himself from the meeting due to a fire call.

### **WEB SITE PRESENTATION:**

- Jonathan Falk, New York Market Manager of Virtual Towns & Schools gave a presentation of website designs his company has created. He discussed what his company could do for our town website and showed a number of examples of websites his company has designed for our municipalities.

7:30pm Councilman LaFera returned to the meeting.

### **PUBLIC COMMENTS:**

**Nancy Taylor-** Resident and Rondout Valley Education Foundation Board Member who handed out brochures and discussed their goal to provide funding for student centered programs and facility needs beyond the scope of the Rondout Valley Central School District's annual budget. She read a letter expressing the foundations interest in the possibility of working the Town to secure office space for the Foundation's use if there is space available. Supervisor Parete said he would discuss further with the town board.

**Carol Laurito-** Resident who commented that she would like to see the post office moved to a better location. Supervisor Parete told her that he had reached out to the post office to see if they would be interested in the moving to the old town hall, but they said no. Ms. Laurito also commented that she felt that the meeting minutes were not up to date on the website. Supervisor Parete explained not all boards meet every month and all meeting minutes have to be approved before they can go on the website. Ms. Laurito expressed she concerns about a Dollar General going up on the corner of Rt. 213 and 209. Supervisor Parete told her that no application has been submitted to the town at this time.

**Natasha Williams-** Resident who asked if we had looked at any local website companies? Will we be putting out request for bids? Could she recommend someone? Supervisor Parete said all suggestions are welcome.

### **MEETING MINUTES:**

Councilman Sweeney made a motion, seconded by Councilman Borzumato, to approve the meeting minutes from 05/01/2018. 5-0 Aye, motion carried.

### **APPROVAL OF VOUCHERS:**

Town Clerk Moody submitted the following vouchers for approval:

<b><u>May 2018 Amendments</u></b>	<b><u>Vouchers</u></b>	<b><u>Total Payment</u></b>
<b>General Fund</b>	V#305	\$360.00
	V#306	\$8,463.08

Total amount of May vouchers **\$77,506.47**

A motion was made by Councilman Sweeney and seconded by Councilman LaFera to approve this voucher. 5-0 Aye, motion carried.

<b><u>June 2018</u></b>	<b><u>Vouchers</u></b>	<b><u>Total Payment</u></b>
<b>General Fund</b>	#307-396	\$43,336.24
<b>Highway Fund</b>	#180-227	\$69,905.87

A motion was made by Councilman Sweeney and seconded by Councilman Borzumato to approve these vouchers. 5-0 Aye, motion carried.

<b>High Falls Water District</b>	#55-63	\$4,651.69
----------------------------------	--------	------------

A motion was made by Councilman Sweeney and seconded by Councilman Stewart to approve these vouchers. 5-0 Aye, motion carried.

<b>RMC April</b>	#71-88	\$19,312.37
------------------	--------	-------------

A motion was made by Councilman Sweeney and seconded by Councilman LaFera to approve these vouchers. 5-0 Aye, motion carried.

**ESCROW**

Planning (4)	\$1,000.00
Zoning (2)	\$945.00

A motion was made by Councilman Sweeney and seconded by Supervisor Parete to approve these vouchers.  
5-0 Aye, motion carried.

**RESOLUTION # 57 -2018; RESOLUTION APPOINTMENT TO HISTORIC PRESERVATION COMMISSION**

The following Resolution was offered by Councilman Stewart seconded by Councilman Borzumato to wit:

**WHEREAS**, Marjorie Shelley has indicated a desire to be appointed to the Marbletown Historic Preservation Board, and

**WHEREAS**, Marjorie Shelley meets the Professional Qualifications Standards by having experience in at least one of eight categories. Marjorie Shelley has experience in three of the eight categories: History, Historic Archeology, and Curatorial Conservation.

**NOW THEREFORE BE IT RESOLVED**; the Town Board of the Town of Marbletown appoints Marjorie Shelley to the Historic Preservation Board to a term expiring on 12/31/2020.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Councilman Borzumato	Voting <u>Aye</u>
Councilman Sweeney	Voting <u>Recuse</u>
Councilman Stewart	Voting <u>Aye</u>
Councilman LaFera	Voting <u>Absent</u>
Supervisor Parete	Voting <u>Aye</u>

**5-0**; Resolution #57-2018 was thereupon adopted.

**RESOLUTION # 58 -2018; RESOLUTION TO APPROVE SUPERVISOR TO SIGN MASTER SERVICES AGREEMENT BETWEEN TOWN OF MARBLETOWN AND BARTON & LOGUIDICE, D.P.C FOR PROFESSIONAL SERVICES**

The following Resolution was offered by Councilman Sweeney seconded by Councilman Stewart to wit:

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Councilman Borzumato	Voting <u>Aye</u>
Councilman Sweeney	Voting <u>Recuse</u>
Councilman Stewart	Voting <u>Aye</u>
Councilman LaFera	Voting <u>Absent</u>
Supervisor Parete	Voting <u>Aye</u>

**5-0**; Resolution #58-2018 was thereupon adopted.

**MASTER SERVICES AGREEMENT  
BETWEEN  
TOWN OF MARBLETOWN  
AND  
BARTON & LOGUIDICE, D.P.C.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 19, 2018 ("Effective Date") between Town of Marblertown ("Owner") and Barton & Loguidice, D.P.C. ("Engineer").

A. Owner desires that Engineer provide consulting and/or professional engineering services (hereafter referred to as "Basic Advisory Service") on a time and expense retainer basis.

B. Owner anticipates requesting Engineer to provide consulting and/or professional engineering services from time to time beyond the scope of Basic Advisory Services (hereafter referred to as "Special Project Services") based on individually agreed upon scope of services and fee.

C. Engineer is willing to perform consulting and professional engineering services (both Basic Advisory Services and Special Project Services, hereafter together referred to as "Services") pursuant to the terms and conditions set forth herein.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

This Agreement sets forth the general terms and conditions under which Engineer will perform consulting and/or professional engineering services for Owner. Services are to include Basic Advisory Services and Special Project Services as generally described in this Agreement.

The specific scope of Special Project Services to be performed by Engineer for Owner will be fully described and set forth in a written Task Order to be signed by Owner and Engineer prior to the Engineer undertaking Special Project Service. This Agreement does not obligate Owner to request Engineer to undertake any particular Service or to enter into a Task Order. In the event of any inconsistency between this Agreement and a Task Order, the terms of this Agreement will prevail unless the provision in the Task Order specifically states that it is to take precedence over this Agreement. Once duly signed by Owner and Engineer, each Task Authorization for a Special Project Service will be deemed a part of and incorporated in this Agreement by reference. A template for Task Authorizations is provided herein and included in Exhibit A.

**2.01 Payment for Services**

- A. Payment: Owner shall pay Engineer in the amount and in the manner set forth in each signed Task Authorization for Special Project Services. Unless indicated otherwise in a particular Task Authorization, Owner's payments to Engineer for Basic Services and Special Project Services shall be on a time and expense basis in accordance with Engineer's hourly billing rates referenced in Exhibit B, plus reimbursable expenses and any subcontracted services, subject to any fee limit referenced in each Task Authorization. Unless specifically indicated otherwise in a particular Task Authorization, Engineer's charges for any subcontracted services shall be invoiced at cost plus ten percent.

Basic Advisory Services: For budgeting purposes, Basic Advisory Services will be assumed to be \$25,000 per year. Actual fee will be based on actual time and expense incurred for Basic Advisory Services requested by the Owner.

The fee for Basic Advisory Services, Engineer's Rate Schedule and the rates of compensation for Reimbursable Expenses will be adjusted from time to time; typically at the beginning of each calendar year. Owner will be notified of any such modification of Engineer's compensation basis at least 15 days prior to the date that the Engineer intends for the modification to take effect. If no

objection to the notification of intended modification to the basis of compensation is received by the Engineer from the Owner within 15 days of such notification, the modifications shall become part of this Agreement.

- B. Preparation of Invoices. Engineer will prepare invoices no more frequently than monthly for submittal to Owner for review. Unless otherwise directed by Owner, separate invoices shall be submitted for each Task Authorization, based on payment methods and amounts set forth in each Task Authorization. Supporting information will be provided with each invoice, to the extent requested by Owner in a Task Authorization. For Basic Services, a monthly invoice will be prepared and submitted.
- C. Payment of Invoices. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make a timely payment due Engineer, then Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

### **3.01 Additional Services**

- A. If mutually agreed by Owner and Engineer, or if required because of changes in a Project, Engineer shall furnish services in addition to those set forth in an executed Task Authorization via a written amendment thereto.
- B. Owner shall pay Engineer for such additional services as follows: (1) as may be mutually agreed to in writing, or (2) for additional services of Engineer's employees engaged directly on the Project in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times hourly billing rates for each applicable billing class; plus reimbursable expenses and charges for Engineer's subconsultants, if any.

### **4.01 Termination**

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) In the event Engineer terminates this Agreement for either of the above-specified reasons, Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience, by Owner effective seven days after the receipt of written notice by Engineer.
  - 3. The terminating party under Paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value

would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

4. In the event of any termination under Paragraph 4.01.A.1, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
5. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to payment for those items identified in Paragraph 2.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with Engineer's subconsultants, and other related close-out costs, using Engineer's hourly billing rates referenced in Exhibit B.

#### **5.01 Controlling Law**

- A. This Agreement is to be governed by the laws of the state of in which the Project is located.

#### **6.01 Successors, Assigns, and Beneficiaries**

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Engineer from retaining subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

#### **7.01 General Considerations**

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work, or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

- E. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Barton & Loguidice, D.P.C. template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants Owner a license to use the instruments of service for Project construction as is the intended purpose of the documents, and for the purpose of maintenance and repair of the Project.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer pursuant to this Agreement.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.
- I. The services to be provided by Engineer under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Engineer are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Engineer is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. Owner and any other parties with an interest in the Project or this Agreement should determine independently whether they require the services of a municipal advisor.

#### **8.01 Dispute Resolution**

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Engineer agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
- B. If a dispute involves a claim by Engineer for payment of fees and the parties fail to resolve the dispute through negotiation then Engineer may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

#### **9.01 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the

applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of construction of the Project for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

#### **10.01 Indemnification**

The Engineer and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

#### **11.01 Insurance**

- A. Engineer shall procure and maintain Insurance as set forth in Exhibit C, "Insurance". Engineer shall cause Owner to be listed as an additional insured on applicable general liability insurance policies carried by Engineer.
- B. Owner shall require all Project construction Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and any of its subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project, and shall require Contractor to deliver to Engineer certificates of insurance for the required coverages.
- C. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit C. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

#### **12.01 Confidentiality**

- A. Owner and Engineer agree that:
  - 1. neither party nor any of their employees or authorized representatives will disclose, sell, transfer or make available to third parties any Confidential Information (as defined below) of the other party except to employees, agents or subconsultants who need to know such Confidential Information in the performance of their duties;
  - 2. each party will use the Confidential Information solely for the purposes of carrying out their responsibilities and obligations under the terms of this Agreement or a Task Authorization;
  - 3. each party will take those precautions reasonably necessary to maintain the confidentiality of the other party's Confidential Information; and
  - 4. upon request from the other party, each party shall return, or at the request of the other party destroy, all copies of the other party's Confidential Information, once it is no longer needed or permitted for use.
- B. For purposes of this Agreement, Confidential Information shall mean all trade secrets, proprietary information, know-how, processes, and other information and any tangible evidence, record or representation thereof, financial information, business information and documents, the intellectual property of each party and other information, not generally known to the public, which is confidential or proprietary. Confidential Information shall not, however, include information which:
  - 1. was published or was otherwise available to the public prior to its being disclosed hereunder;

2. is published or otherwise becomes available to the public after its receipt from the disclosing party through no act or failure on the part of the receiving party;
  3. was known to the receiving party prior to its receipt from the disclosing party as established by the recipient's written records; or
  4. was acquired by the receiving party from a third party under no obligation to maintain its confidentiality.
- C. Owner and Engineer agree that this confidentiality provision shall continue in force for a period of one year subsequent to the date of the last Project invoice sent by Engineer to Owner.

#### 13.01 Total Agreement

This Agreement, including any expressly incorporated Task Authorizations and Exhibits, constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Town of Marbletown

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

Title: \_\_\_\_\_

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

ENGINEER: Barton & Loguidice, D.P.C.

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

Title: Senior Vice President

Date  
Signed: June 15, 2018

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

Barton & Loguidice, Attn: President  
443 Electronics Parkway  
Liverpool, New York 13088

## Exhibit A – Template for Task Authorizations

Town of Marblatown ("Owner") entered in to a Master Services Agreement with Barton & Loguidice, D.P.C. ("Engineer" or "B&L") with an effective date of June 19, 2018. In accordance with that Master Services Agreement, the following Task Authorization is hereby approved and Engineer is authorized by Owner to proceed with the services as delineated below. This is Engineer's [e.g., 1<sup>st</sup>, 2<sup>nd</sup>] Task Authorization.

**Effective Date of this Task Authorization:**

**B&L Project Name:**

**B&L Project Number:**

**B&L Project Manager:**

**Owner's Project Manager:**

**Fee Limit for this Task Authorization, if any:**

**Payment Method:** [e.g., Time & Expense per hourly billing rates; lump sum]

**Engineer's Scope of Services:**

**Approved for Owner By:** \_\_\_\_\_

[insert signature and date of signature]

**Type Name and Title of Owner's Approver:**

**Approved for B&L By:** \_\_\_\_\_

[insert signature and date of signature]

**Type Name and Title of B&L Approver:**

---

## **Exhibit B – Engineer’s Hourly Billing Rates Schedule**

**Note:** The billing rates schedule shown below will be in effect for the entire calendar year indicated on the rates schedule, and will be replaced with Engineer’s new billing rates schedule effective on January 1<sup>st</sup> of each and every subsequent year of this Agreement.

**Barton & Loguidice, D.P.C.**  
**Billing Rates For Calendar Year 2018**



Expert testimony.....	\$2010/day
Travel - by common carrier.....	at cost
Travel - by passenger vehicles*	IRS published rate for current year
Subsistence (when overnight away from home office)	at cost
Telephone, outside printing, postage, etc.	at cost
In-house printing	Billing rate schedule for printed material
ACAD/geotechnical graphics**	\$13.70/hr.
Geographic information systems**	\$10.50/hr.
Sampling - equip. Rental.....	Expendables billing rate schedule for sampling services
Outside contracted services	Cost plus 10%

**INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:**

TITLE/NAME	RATE
Asset Management Consultant	\$ 118
Asset Management Engineer I	\$ 118
Asset Management Engineer II	\$ 122
Assistant Landscape Architect II	\$ 98
Associate	\$ 194
CAD Technician	\$ 90
Construction Manager	\$ 166
Designer	\$ 99
Engineer I	\$ 113
Engineer II	\$ 116
Engineer III	\$ 129
Engineering Aide	\$ 87
Engineering Designer I	\$ 136
Engineering Technician	\$ 116
Environmental Scientist II	\$ 93
Environmental Scientist III	\$ 108
Field Technician	\$ 81
Group Technical Assistant	\$ 65
Hydrogeologist II	\$ 98
Industrial Hygienist I	\$ 87
Industrial Hygienist III	\$ 103
Inspector	\$ 81
Intern - Technical	\$ 58
Intern Architect II	\$ 109
Managing Engineer	\$ 171
Managing Environmental Scientist	\$ 161
Managing Hydrogeologist	\$ 176
Managing Industrial Hygienist	\$ 143
Managing Landscape Architect	\$ 165
Office Engineer	\$ 113
Principal	\$ 270
Principal Engineering Technician	\$ 134
Project Administrator	\$ 91
Project Engineer	\$ 141

TITLE/NAME	RATE
Project Environmental Scientist	\$ 123
Project Land Use Planner	\$ 120
Project Landscape Architect	\$ 126
Project Manager	\$ 172
Resident Engineer	\$ 116
Senior Architect	\$ 139
Senior Asset Management Consultant	\$ 176
Senior Consultant	\$ 173
Senior Engineer	\$ 140
Senior Environmental Consultant	\$ 200
Senior Group Technical Assistant	\$ 73
Senior Inspector	\$ 98
Senior Land Use Planner	\$ 159
Senior Managing Architect	\$ 180
Senior Managing Engineer	\$ 180
Senior Managing Environmental Scientist	\$ 187
Senior Managing Hydrogeologist	\$ 182
Senior Managing Landscape Architect	\$ 167
Senior Project Engineer	\$ 152
Senior Project Environmental Scientist	\$ 139
Senior Project Hydrogeologist	\$ 149
Senior Project Landscape Architect	\$ 139
Senior Project Manager	\$ 180
Senior Projects Engineer	\$ 151
Senior Vice President	\$ 244
Senior Water Quality Scientist	\$ 145
Support Group	\$ 61
UAS Operator	\$ 85
Vice President	\$ 214

\*Approved IRS mileage rate in effect at time of billing \*\* Does not include operator

## Exhibit C - Insurance

The kinds and amounts of insurance required of the ENGINEER are as follows:

- a) A policy or policies providing protection for employees of the ENGINEER in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000
Products - Comp/Op Agg.	\$2,000,000	Damage to Rented Premises	\$100,000
Personal/Adv. Injury	\$1,000,000	Medical Expense	\$5,000

- d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
\$1,000,000	\$1,000,000

- e) Professional Liability Insurance, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars (\$1,000,000).

## **LIASON REPORTS:**

### **HIGHWAY (Superintendent Dimler):**

- Paving continues on Scarawan Rd. and Ashokan Rd. All paving should be done by the end of June.
- Chip sealing is all done.
- Superintendent Dimler reminded everyone when you see signs for flaggers and work zones, be considerate, put your phone away and slow down.

### **YOUTH & REC (Councilman LaFera):**

- Beach will be opening on Monday, June 25<sup>th</sup>. Lessons will be offered starting on July 9<sup>th</sup>, schedule on website and available at park.
- Highway will be delivering sand and on June 21<sup>st</sup> the sand will be moved around the beach and the volleyball area.
- The Community Center is busy with private rentals on the weekends and classes/meetings during the week.
- Summer Camp registration is going well. Camp will begin on Monday, July 2<sup>nd</sup> and end on August 10<sup>th</sup>.
- Summer story hour for ages 3-5 will be at the park this year. Kathie Hikade is the instructor.
- Summer running program, T.R.A.C.K begins on Monday, June 25<sup>th</sup> at the high school track.
- Summer soccer camp is June 25<sup>th</sup> – 29<sup>th</sup> 9:00am – 12:00noon at the town park.

### **JUSTICE (Councilman Borzumato):**

- Justice Court report was provided.

### **RAIL TRAIL (Councilman Stewart):**

- Scott Davis, Peak Engineering and Councilman LaFera are doing a survey of safety on all the bridges on the rail trail. Also, looking into privately owned buildings that are on the rail trail.
- A parking easement swap is still being looked into for more parking spots at the rail trail.

### **ECC (Councilman Stewart):**

- Looking into renewable energy sources for the town buildings and the community center.

### **HISTORIC PRESERVATION COMM. (Councilman Stewart):**

- The Historic Preservation Comm was awarded a \$7,000 grant for a survey project.
- A new member was appointed.

### **ASSESSOR (Councilman Sweeney):**

- Assessor's report was read for the record.

### **PLANNING (Councilman Sweeney):**

- Planning report was read for the record.

### **ZBA (Councilman Sweeney):**

- ZBA report was read for the record.

### **OTHER TOWN BUSINESS (Supervisor Parete):**

- Supervisor Parete discussed starting to have a workshop meeting on the second Tuesday of the month, when needed, to review contracts, etc. The first one will be Tuesday, July 10<sup>th</sup> at 6:00pm.
- Fire Training Information meeting will be on June 26<sup>th</sup> at the Ulster County Community College.

- Narcan training will be June 27<sup>th</sup> at 6:00pm. If you are interested please RSVP to the Supervisor's office.
- Rondout Valley School would like to give the town a piece of land on School Hill, across from the Marbletown Rescue. Is this something the town would be interested in?
- The food pantry is all moved in and have started moving their fridges in.
- Councilman Sweeney commented he was happy how the Sat. June 9<sup>th</sup> meeting went and was happy to see so many residents come out on a Saturday morning. The next Saturday meeting will be Saturday, Sept. 9<sup>th</sup>.
- Reminder there is no meeting on July 3<sup>rd</sup>.

**Motion to adjourn:** There being no further discussion Councilman Sweeney made the motion to adjourn the meeting, seconded by Councilman LaFera; 5-0 Aye, motion carried. The meeting adjourned at 8:25pm.

Respectfully submitted,

Heather Moody  
Town Clerk/Tax Collector