

Catskill Town Board Monthly Meeting  
Catskill Town Hall  
April 4, 2023 6:30 PM

Present: Dale Finch, Supervisor  
Jared Giordiano, Councilman  
Patrick McCulloch, Councilman  
Paul Vosburgh, Councilman

Supervisor Finch opened the meeting with the Pledge of Allegiance. He welcomed all in attendance.

#### MINUTES:

March 7, 2023 Town Board Monthly Meeting with Public Hearing Unsafe Building  
and continuation Public Hearing Amendments TOC Zoning Code  
March 15, 2023 Town Board Committee Meeting

Motion: Councilman Vosburgh, second Councilman Giordiano, carried.

#### RESOLUTIONS:

Resolution # 32-2023 on motion of Councilman McCulloch second by Councilman Vosburgh authorizing use of \$843.00 of ARPA funds for the SIP Trunking Phone Upgrades at Town Hall. Adopted Vote: 4 Yes 1 Absent (Scannapieco)

Resolution # 33-2023 on motion of Councilman Giordiano second by Councilman McCulloch to hire Barb Erceg as the Summer Recreation Director at an hourly rate of \$25.00. Adopted Vote: 4 Yes 1 Absent (Scannapieco) *Supervisor Finch stated last year was the first year back managing the program. Barb Erceg was interviewed by the board and more than qualified. Councilmen Giordiano and McCulloch and Councilwoman Scannapieco oversee the SR program.*

#### CORRESPONDENCE:

Resignation Mary Beth Lange, ZBA. *Supervisor Finch stated the position is posted on the Town's website and FB. Once several applications have been received, we will have the normal interview process.*

Letter of approval from GC to use courthouse steps and Historic Warehouse for Memorial Day Parade. *Supervisor Finch thanked all involved to get this done.*

Letter from Shaun Groden, GC Administrator regarding the process towns and villages must adhere to when demolishing buildings.

Notice of Public Hearing for Subdivision and Special Use Permit on land located 27 Brooks Ln. proposed by Catskill Gold Resort.

Letter from NYS Dept Public Service re Comprehensive Broadband Connectivity Act of 2021.

Letter from Supervisor Donald Clavin of the Town of Hempstead re Gov. Hochul's proposal to allow state

government to override authority of local zoning laws and invite to protest housing plan at the NYS Capital, March 20<sup>th</sup>.

Correspondence from Abby Taye, Oakbrook Manor Apartments, and the new SPEDES permit authorizing discharge of up to 10,000 gallons of treated sanitary wastewater to surface waters of the state from on-site wastewater treatment system. *Supervisor Finch stated this is located on 385 towards the transfer station.*

#### CONTINUING BUSINESS:

Broadband – Archtop fiber. *Supervisor Finch stated this company is interested in installing fiber in Catskill. They just bought out Germantown Phone Co. and would like to expand their services to the Town of Catskill.*

Swinging Bridge – *Supervisor Finch stated we submitted an inquiry to our insurance company Marshall Sterling and the response from NYMIR is they will not insure the exposure of a suspension bridge. The Town Board is committed to helping the hamlet and moving forward.*

*Doreen Davis stated a couple of years ago there was a modification and consideration and it is worth having another conversation as they were ok with then. Supervisor Finch stated we need to find that documentation but even if it was ok then does not mean they are ok today. The easement with Sossa years ago was ok but the issue with the bridge is another. Councilman McCulloch asked if they were pursuing the state property and having a pocket park. Ms. Davis stated there is potential but this is two individual landowners. Supervisor Finch stated we have plans from 2014 and maybe then it was more a restoration project and now it is new construction. The conversation has not ended. Councilman Giordiano stated we are not looking to insure the bridge only liability.*

Landfill Meeting – *Supervisor Finch updated the board. The landfill is still monitored by DEC so the contract we have with the other towns is still in force.*

#### NEW BUSINESS:

Clean-Up Day – June 24<sup>th</sup>. *We will send a letter to GCSW requesting the date. The brush dump will open April 15<sup>th</sup>.*

PFD – Fire Commissioners re: issues pertinent to the district. *Mr. Synan read a letter to the board of their concerns. The first was to have a monthly report on the building permits which they used to receive reinstated. Supervisor Finch stated they will be sent to all fire districts. The second is several multi-family structures the fire district is concerned about and they would like them to be reviewed. The third is Air BnB's and other short-term rentals and if the fire district should know anything about them. The fourth is hazardous materials and if there are any locations in the district where such materials are stored.*

*Councilman Giordiano stated the town is slowly generating a short-term rental list. Councilman McCulloch stated this can be incorporated in the monthly list. Councilman Vosburgh stated the county has this list and we need to access it. Supervisor Finch stated the town has the list and we have a vague idea of how many; 64 STR's identified. We have had 17 applications submitted, 13 pending and 34 unresponsive. We will need to contact the Town Attorney on how to pursue a second notice and where to go from there.*

*Supervisor Finch stated the town has been working on Hickory Notch on Route 23A for over a year. The PO has had three court dates. The PO should show some activity to clean up. If progress is not made the town will take the next step.*

*Mr. Garrison stated there are other buildings in disrepair and a concern for the firefighters. Supervisor Finch will speak with the CEO. A meeting will be scheduled with Ed Synan and the Supervisor to review the concerns brought about tonight.*

Jonathan Palmer – Little Red Schoolhouse. *Mr. Palmer was unable to attend the meeting tonight.*

Road Name Application for the “The Nest” Subdivision on Mossy Hill Rd. *Tabled until the 4/15 meeting.*

Replant trees – Cemetery. *Supervisor Finch stated Pat Esposito brought this issue up. It is a good idea and we will get back in touch with her. The idea is to donate trees in memory.*

Seasonal Help – Five Mile Woods Brush Dump. *This will be posted on the website. There are two jobs, one for the brush dump and the other for seasonal help for the highway department. It will be kept open until the next meeting.*

The ZBA position will be posted indefinitely.

The Senior Center will be closed next week for interior painting. This is part of the ARPA funding from the County.

Supervisor Finch asked if there was any public comment. Councilman Giordiano asked the clerk if the Highway Superintendent was sent an email regarding the replacement of the Town of Catskill signs. The response was yes.

Councilman McCulloch stated the Veterans banners will be installed next Monday and Tuesday.

With no further business a motion to adjourn the meeting was made by Councilman Giordiano second by Councilman Vosburgh. Meeting ended 7:10 pm.

Respectfully submitted,

Elizabeth Izzo  
Town Clerk

Catskill Town Board Committee Meeting  
Catskill Town Hall  
April 19, 2023                      6:30 PM

PRESENT:            Dale Finch,                      Supervisor  
                         Jared Giordiano,                Councilman  
                         Patrick McCulloch,            Councilman  
                         Dawn Scannapieco,            Councilwoman  
                         Paul Vosburgh,                Councilman

Supervisor Finch opened the meeting with the Pledge of Allegiance and welcomed all in attendance.

TREE REPLACEMENT – Supervisor Finch stated Pat Esposito approached him regarding replacing trees in the cemetery as some have some blight and some which have been removed have not been replanted. Ms. Esposito is on the Village Tree Council and is a master gardener. She would like to initiate a program to replace the trees beginning in the middle of the cemetery. Councilwoman Scannapieco liked the idea of planting a tree in memory of a loved one. Councilman Vosburgh stated the cemetery is a sacred place and not a park. Councilman Giordiano said flowering trees will be a nice addition. Ms. Esposito would like to plant native species and trees which will support wildlife. All board members agreed to begin the project. *Resolution # 39-2023 on motion of Councilman Vosburgh second by Councilwoman Scannapieco to authorize the expenditure of \$3,000 for the purchase of trees to be planted in the Town of Catskill Cemetery. Adopted Vote: 5 Yes*

Little Red Schoolhouse – Jonathan Palmer, Greene County Historian, spoke to the board about the possible use of the LRSH as a public space for presentations and to house historical documents of the Town of Catskill. The building is on the national register and dates to 1833. Councilman Giordiano always thought it as an ideal space for town history. Supervisor Finch mentioned reaching out to Bob Carl and the possibility of a friend’s group to oversee use of the building and Rich Rapplyea to see what structurally would need to be done. Mr. Palmer stated Orrie Vincent told him the color of the schoolhouse used to be yellow. It has a barrel-vaulted ceiling which is rare. Supervisor Finch thanked Mr. Palmer for his time.

**RESOLUTIONS:**

Resolution # 34-2023 on motion of Councilman McCulloch second by Councilman Giordiano approving the name Gateway Drive for the Gateway Greene Commercial Park which road will be county owned and maintained. Adopted Vote 5 Yes

Resolution # 35-2023 on motion of Councilman Giordiano second by Councilwoman Scannapieco authorizing the Supervisor, Deputy Supervisor and Finance Clerk as points of contact for the credit card. Adopted Vote: 5 Yes

Resolution # 36-2023 on motion of Councilman McCulloch second by Councilman Giordiano approving the hire of Patrick Darling as seasonal highway laborer pending pre-employment screening at a rate of pay \$15.00 per hour. Adopted Vote: 5 Yes

Resolution # 37-2023 on motion of Councilman McCulloch second by Councilwoman Scannapieco approving the hire of Paul Ormerod Sr. as seasonal highway laborer for the Five Mile Woods Rd. Brush Dump pending pre-employment screening at rate of pay \$15.00 per hour. Adopted Vote: 5 Yes

Resolution # 38-2023 on motion of Councilman Giordiano second by Councilwoman Scannapieco accepting the 284 Agreement submitted by the Highway Superintendent. Adopted Vote: 5 Yes  
*Councilman Vosburgh stated the state budget has not passed yet and we don't know the amount of CHIPS money the town will receive. Councilman McCulloch stated we have rollover from last year. Councilman Vosburgh is worried about it being less than last years' amount and spending money we may not have. Supervisor Finch stated it is a valued point and will check tomorrow.*

CAMERAS SENIOR CENTER – Councilman Giordiano spoke of the quote from Mid-Hudson for security cameras at the center. These would be leased. Councilman Vosburgh stated it is a lot of money and we can buy a camera for \$800. Supervisor Finch stated we will need other quotes per our procurement policy. He would like to have it professionally installed. Will discuss further at the next meeting.

CSEA CONTRACT – Supervisor Finch stated he is happy to vote on this or if the board wishes, enter executive session to discuss further. All agreed with the contract. It is a 3 ½ percent increase for the next 3 years. It has been ratified by the highway union. *Resolution # 39-2023 on motion of Councilman Giordiano second by Councilman Vosburgh authorizing the Supervisor sign the CSEA Agreement with the Highway Department. Adopted Vote: 5 Yes*

SUMMER RECREATION – Councilman McCulloch gave an update of the program. From July 26<sup>th</sup> to August 10<sup>th</sup> the program will be at the Community Life Church. He stated the school wants a contract with the town and that is in progress. We are finalizing the permit with DOH. We will not have a nurse available to use and George cannot distribute medications. There is a call into DOH regarding this and we are still proceeding like the program will happen. The cost is \$50 per student with a max of 50 students. There is one director, one assistant director and seven counselors. It will be a first come first serve basis. Applications will be handed out at the school. Wages were discussed. The program will be offered to Town of Catskill children only.

CHAMPLAIN HUDSON POWER EXPRESS – Supervisor Finch gave a map of the route. They will start in October and work through the winter.

SENIOR CENTER – Supervisor Finch stated he is fine with Rev. Turpin using the Senior Center but the board will need to review who is using, when it is being used and what the staffing need will be for future requests. After discussion, currently, the senior center can be used after hours for Town of Catskill non-profits as we do not have the staffing for any other events.

LEEDS CEMETERY – An email was received as to who maintains the graves in the cemetery. It is a very old cemetery. The town mows but does not maintain the stones. Supervisor Finch will contact the person.

With no further business a motion to enter executive session to discuss a personnel issue was made by Councilman Giordiano seconded by Councilwoman Scannapieco. No further business will be conducted after the board exits the executive session. Executive session begins at 7:57 pm.

*As told by Councilman Giordiano, executive session and the meeting ended 8:35 pm.*

Respectfully submitted,

Elizabeth Izzo  
Town Clerk

Catskill Town Board Monthly Meeting  
Catskill Town Hall  
May 2, 2023                      6:30 pm

RESOLUTION # 41-2023

DESIGNATE JUNETEENTH AS OFFICIAL  
HOLIDAY TOWN OF CATSKILL

Council \_\_\_\_\_ presented the following for consideration and adoption,

WHEREAS, Juneteenth had been declared a Federal Holiday June 21, 2021 and declared as a State Holiday June 17, 2022; and

WHEREAS, this holiday has been added as an official holiday in union contracts with UPSEU and CSEA; so

THEREFORE, WE, THE CATSKILL TOWN BOARD, hereby amend the Compensation and Employee Manual of the Employee Handbook Section 3.1.1 Designated Holidays to include Juneteenth (June 19<sup>th</sup>) as an official holiday.

Council \_\_\_\_\_ seconded this motion.

Ayes                      Nays                      Absent



### Resolution No. 153-23

## Authorizing Chargeback Of Assessment Roll Related Services And Materials (2023 Tax Bills)

WHEREAS, the Director of Real Property Tax Services has furnished and/or obtained services and materials relative to assessment rolls, tax rolls or tax statements; and

WHEREAS, the Greene County Treasurer has been duly authorized to pay said expenses for tax bills and extended tax rolls, in the amount of \$7,258.88 for the month of February 2023 from Account No. 1355.4425 Contract/Computer Services and the actual postage charges for mailing Town tax bills, in the amount of \$11,139.23, applying a portion of a November 2022 prepaid deposit of \$11,900.00 leaving a postage credit in the amount of \$760.77.

NOW, THEREFORE, BE IT RESOLVED, that said County Treasurer is authorized to chargeback and/or invoice the same to the following towns in said County in the amounts set opposite the name of said town hereinafter listed:

Ashland	-----	\$ 593.71
Athens	-----	1,400.88
Cairo	-----	2,030.11
Catskill	-----	2,642.16
Coxsackie	-----	1,673.22
Durham	-----	1,261.09
Greenville	-----	1,142.84
Halcott	-----	342.18
Hunter	-----	2,028.35
Jewett	-----	1,076.13
Lexington	-----	841.11
New Baltimore	-----	1,007.97
Prattsville	-----	485.52
Windham	-----	<u>1,872.84</u>
	<b>TOTAL:</b>	<b>18,398.11</b>

**ATTACHMENTS:**

- 006\_ABS\_189157\_2023 County-Town Tax Processing (PDF)

**Meeting History**  
04/17/23 Finance

**MOVED FOR ADOPTION**





**Resolution No. 152-23**

**Authorizing Chargeback Of Assessment Roll Related Services And Materials (Senior Exemption Second Notice)**

WHEREAS, the Director of Real Property Tax Services has furnished and/or obtained services and materials relative to assessment rolls, tax rolls or tax statements; and

WHEREAS, the Greene County Treasurer has been duly authorized to pay said expenses for the second notice of the exemption available to persons sixty-five years of age or over to each person owning residential real property as required by Real Property Tax Law §467 (4), in the amount of \$1,770.01 for the month of March 2023 from Account No. 1355.4425 Contract/Computer Services and the actual postage charges for mailing the second notice, in the amount of \$8,850.06, applying a portion of a January 2023 prepaid postage deposit of \$8,600.00 and a portion of the credit on the postage account in the amount of \$250.06 leaving a credit in the postage account in the amount of \$510.71.

NOW, THEREFORE, BE IT RESOLVED, that said County Treasurer is authorized to chargeback and/or invoice the same to the following towns in said County in the amounts set opposite the name of said town hereinafter listed:

Ashland	-----	\$ 277.99
Athens	-----	874.31
Cairo	-----	1,310.26
Catskill	-----	1,796.74
Coxsackie	-----	1,051.22
Durham	-----	691.09
Greenville	-----	770.80
Halcott	-----	138.51
Hunter	-----	976.37
Jewett	-----	497.18
Lexington	-----	383.45
New Baltimore	-----	626.45
Prattsville	-----	184.68
Windham	-----	<u>1,041.01</u>
	<b>TOTAL:</b>	<b>10,620.07</b>

**ATTACHMENTS:**

- 007\_ABS Senior Exemption Mailing & Postage Invoice (PDF)
- 007\_ABS Senior Exemption Mailing & Postage Breakdown (PDF)



**TRUSTEES:**

Peter J. Grasse  
Joseph Kozloski  
Natasha Law  
Jeff Holliday  
Jamie Hyer-Mitchell

PETER GRASSE  
President

LISA COPE  
Clerk

**VILLAGE ATTORNEY**  
J. Theodore Hilscher, Esq.

**VILLAGE OF CATSKILL**  
422 MAIN STREET  
CATSKILL, NEW YORK 12414

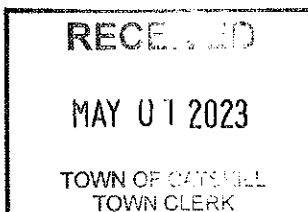
Tel. (518) 943-3830  
FAX (518) 943-7606  
TTY 1-800-421-1220

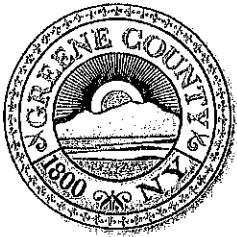
April 28, 2023

Elizabeth Izzo  
Town of Catskill  
439 Main Street  
Catskill, New York 12414

Please take notice that the Catskill Village Board, Catskill, New York will hold a public hearing on Wednesday May 10, 2023 at the Senior Citizens Center, Academy Street at 6:30 PM. The purpose of the public hearing will be to review proposed amendments to the Zoning Law. Proposed changes to the Zoning Law include changes to definitions, permitted uses, property maintenance regulations, solar panel regulations, and site plan review. Proposed Amendments are village wide and apply to all zones. The Board will welcome public comment at that time and in writing prior to the public hearing. The proposed Zoning Law Amendments are available for review on the village website, and at the village clerk's office, 422 Main Street, Catskill, New York 12414.

J. Theodore Hilscher  
Village Attorney  
2 Franklin Street  
Catskill, New York 12414





**Greene County  
Board of Elections**

411 Main Street, Suite 437  
Catskill, New York 12414

Brent E. Bogardus  
Commissioner (R)

Marie Metzler  
Commissioner (D)

April 13, 2023

Dear Poll Site:

We would like to inform you that your Town will not have a Primary Election on June 27, 2023. Therefore, it is not necessary for you to schedule use of your site this year for primary day.

The next scheduled election at your poll site will be for the General Election to be held on November 7, 2023. Polls will be open from 6:00 a.m. to 9:00 p.m. Please understand that your poll site needs to be open no later than 5:30 a.m. in order for the election inspectors to get the site ready for opening.

Sincerely,

Brent E. Bogardus  
Election Commissioner

Marie Metzler  
Election Commissioner



DiscoverGreene.com

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Environmental Quality, Region 4  
1130 North Westcott Road, Schenectady, NY 12306-2014  
P: (518) 357-2045 | F: (518) 357-2398  
www.dec.ny.gov

**TRANSMITTED ELECTRONICALLY**

April 21, 2023

Mr. Peter Grasse, Village President ([pgrasse@villageofcatskill.net](mailto:pgrasse@villageofcatskill.net))  
Village of Catskill  
422 Main Street  
Catskill, New York 12414

Re: SPDES Permit NY0020389  
Sewer Extension Request

Dear Peter Grasse:

The Department received a request dated February 27, 2023 prepared by Delaware Engineering on behalf of the Town of Catskill to connect a property located at 71 Landon Avenue (formerly Pollace's Family Resort and currently Camp Yaldeinu) to the Village of Catskill sanitary sewer collection system for treatment at your wastewater treatment plant (WWTP).

The information included in the request contained a site map that depicted the flow path from 71 Landon Avenue to the WWTP. Based on our review, it appears the flow would be conveyed to combined sewer overflow (CSO) outfall locations 007, 004, 003, and 002 (from point of discharge to the WWTP).

After discussing this project with EPA, the Department wishes to remind the Village of the requirements for new connections to a sanitary sewer collection system that contains combined sewer overflow locations. Under Best Management Practices for Combined Sewer Overflows, Item number 9, the above referenced SPDES permit states the following:

*Combined sewer/extension, when allowed, should be accomplished using separate sewers. These sanitary and storm sewer extensions shall be designed and constructed simultaneously but without interconnections. No new source of stormwater shall be connected to any separate sanitary sewer in the collection system.*

*If separate sewers are to be extended from combined sewers, the permittee shall demonstrate the ability of the sewerage system to convey, and the treatment plant to adequately treat, the increased dry-weather flows. Upon a determination by the Regional Water Engineer, an assessment shall be made by the permittee of the effects of the increased flow of sanitary sewage or industrial waste on the strength of CSOs and their frequency of occurrence including the impacts upon best usage of the receiving water.*



Department of  
Environmental  
Conservation



*The assessment should use techniques such as collection system and water quality monitoring contained in the 1999 Water Environment Federation of Practice FD-17, entitled Prevention & Control of Sewer System Overflows, 2<sup>nd</sup> edition (please use 3<sup>rd</sup> edition dated January 5, 2012)*

Therefore, in accordance with the above requirements and after consulting with EPA staff, the Regional Water Engineer, John Weidman, has determined the required analysis must be completed for all CSO locations that are to be involved with the conveyance from the subject property to the WWTP. Please note that any previously submitted information can be used and included in the required analysis. Your project team can contact me with technical questions during the review/analysis of the CSO locations and I can also request technical assistance from EPA as needed.

Please contact me if you have any questions regarding this letter.

Sincerely,

James E.  
Malcolm, P.E.

Digitally signed by James E. Malcolm, P.E.  
DN: cn=James E. Malcolm, P.E., o=NYSDDEC,  
ou=84620W,  
email=James.Malcolm@dec.ny.gov, c=US  
Date: 2023.04.21 11:37:24 -0700

James E. Malcolm, P.E.  
Professional Engineer I  
Region 4 - Division of Water  
(518) 357-2385  
[james.malcolm@dec.ny.gov](mailto:james.malcolm@dec.ny.gov)

Ecc: J. Weidman, Region 4 RWE  
L. Gaugler, EPA  
D. Finch, Catskill (T) Supervisor  
P. McCulloch/Z. McGrath, Village of Catskill  
M. Davis, Delaware Engineering



April 11, 2023

Mr. Dale Finch  
Supervisor  
Town of Catskill  
439 Main Street  
Catskill, New York 12414

Re: Proposal for Post-Closure Landfill Field Monitoring Services - 2023-2024

File: P708.5913

Dear Mr. Finch:

Barton & Loguidice, D.P.C. (B&L) has prepared this letter proposal for landfill monitoring services for the next two-year period (2023-2024) at the closed Town of Catskill landfill. Previously these services have been conducted by Pace Analytical, but with their significant increase in costs observed in their 2023 quote of services, we are providing our proposal for the Town's consideration. We have been providing post-closure reporting services for the Town of Catskill since 1994 after we assisted the Town with the landfill closure. B&L will team with ALS Environmental to provide all analytical services. As we have discussed, combining the field monitoring services with the reporting services adds value to our overall services and we would be pleased to provide these services for the Town.

**Scope of Services**

B&L will provide all field monitoring services for 2023 and 2024, which will parallel the remaining term of our landfill reporting agreement. The facility is currently sampled on a semi-annual basis, with one event consisting of a perimeter gas monitoring event and the second event consisting of a site-wide monitoring event. In 2023 the schedule will consist of a first quarter gas monitoring event and a third quarter site-wide monitoring event. The 2023 first quarter gas event has already been accomplished by B&L. In 2024 the schedule will consist of a second quarter gas monitoring event and a fourth quarter site-wide monitoring event.

Site-wide events include sample collection of seven monitoring wells (MW-1, MW-2, MW-4, MW-5, MW-6, MW-7, MW-6 and MW-8) and one leachate location (LT). Monitoring location MW-2 has historically been dry over the entire post closure monitoring period. Monitoring location MW-7 has also been predominately reported as dry and unable to be sampled during the post-closure monitoring period. The last time MW-7 was able to be sampled was in April of 2004. Analytical costs for these locations have been excluded from this proposal, however, our team member will measure water levels at these locations to ensure they are dry.

Historically there has been an additional sample collected at the Village of Catskill wastewater treatment plant (WWTP) outfall, which was analyzed for 1988 Part 360 expanded parameters. B&L contacted the



Mr. Dale Finch, Supervisor  
 Town of Catskill  
 April 11, 2023  
 Page 2

Village WWTP and determined that this sample is no longer required by the Village WWTP nor is it required as part of the landfill post-closure monitoring program. The sampling of the Village WWTP outfall will be discontinued and is not included in this proposal.

Monitoring wells are analyzed for 1988 Part 360 baseline parameters, and the Site designated leachate location is sampled for 1988 Part 360 Expanded parameters. Quality control matrix spike and matrix spike duplicate (MS/MSD) samples have also been collected along with trip blank samples. A summary of our monitoring procedures includes:

- Prior to sample collection, static water level measurements will be taken at each well comprising the active monitoring network.
- Subsequent to static water levels, monitoring wells will be purged a minimum of three well volumes or until dry conditions are observed to ensure collection of a representative groundwater samples.
- Groundwater sampling will commence within 24 hours of purging activities using dedicated bailers.
- All field monitoring equipment will be calibrated daily prior to use.
- Field measurements (pH, specific conductance, Eh, temperature and turbidity) and physical water quality characteristics (color, odor, etc.) will be recorded on field data sheets.
- Groundwater samples (including required QA/QC samples) will be collected into laboratory provided sample containers, packed with ice for sample preservation, and transported directly to the ALS Environmental service center located in Albany, NY by B&L personnel.
- Methane gas monitoring will be conducted with a calibrated instrument capable of measuring methane gas as a percent by volume. Air samples will be collected long enough to allow the instrument to monitor a representative air sample.

During each site-wide monitoring event, our B&L representative will also conduct a Site inspection of the landfill cap and monitoring locations.

**Annual Cost Proposal**

Our costs below represent our not-to-exceed lump sum costs to perform the scope of services identified above on an annual basis.

Semi-Annual First Quarter Gas Monitoring Event	\$640
Semi-Annual Site-Wide Event	\$1,200
Annual Analytical Services	<u>\$2,875</u>
<b>Annual Project Total</b>	<b>\$4,715</b>
<b>2023-2024 Project Total</b>	<b>\$9,430</b>



Mr. Dale Finch, Supervisor  
Town of Catskill  
April 11, 2023  
Page 3

This proposal does not include any additional engineering services or testing which may be requested by the NYSDEC or necessary as a result of changing site conditions. Although unlikely, should the need arise for any additional B&L services, a separate supplemental cost proposal would be submitted for your review and approval. Again, it is not anticipated that any such additional services will be necessary or requested. Project invoices will be prepared on a percent complete lump sum basis.

If this proposal meets your approval, please authorize below and return one copy of this letter agreement for our records. The receipt of this signed agreement will serve as our notice to proceed with the necessary upcoming services in 2023.

If you have any questions regarding this proposal please do hesitate to contact me or Darik Jordan. As always, it is a pleasure to assist the Town of Catskill with professional engineering and environmental consulting services.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Scott D. Nostrand, P.E.  
Senior Vice President

Darik M. Jordan  
Senior Project Manager

SDN/DMJ/tmj

#### Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Catskill ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

\_\_\_\_\_  
Dale Finch, Supervisor  
Town of Catskill

\_\_\_\_\_  
Date



**STANDARD TERMS AND CONDITIONS**  
for  
**PROFESSIONAL CONSULTANT SERVICES**  
provided by  
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

### 1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

### 2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant 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.

E. Consultant 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.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant'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). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant 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 Consultant 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 Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, 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 Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

### 3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

### 4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

### 5.0 Dispute Resolution

Owner and Consultant 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 Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant 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 Consultant 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 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

### 6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or 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 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 (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

### 7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

### 8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) 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. Neither Owner nor Consultant 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 Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

### 9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of 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.

### 10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



575 Broad Hollow Rd  
 Melville, NY 11747  
 Phone: 631-694-3040  
 Fax: 631-420-8436

Quote Prepared for:

Town of Catskill NY  
 439 Main Street  
 Catskill, NY 12414

Sandy Misevcis  
 518-943-2141  
 kbulich@townofcatskillny.gov

Pace® Contact Information

Account Executive  
 Debra James-Deslatte  
[debra.james-deslatte@pacelabs.com](mailto:debra.james-deslatte@pacelabs.com)  
 (518) 429-0172

Pace Project Manager

Project Information

Quote Name	00134655 - Catskill- 2023 lab testing-031423	Created Date	3/23/2023
Quote Number	00134655	Expiration Date	12/31/2023
Standard TAT:	10 Business Days	Report Level	Level II
Project Location	NY	EDD Requirements:	none
		Certification Requirements	NYS DOH ELAP

Minimum Laboratory Fee

\$250

Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
1.00		Miscellaneous	Monitoring Wells- MW-1, MW-1 MS, MW-1 MSD, MW-4, MW-3, MW-6, MW-8	\$0.00	\$0.00	\$0.00
7.00	EPA 351.2	Nitrogen, Total Kjeldahl (TKN) (water)		\$15.05	\$105.35	\$105.35
7.00	SM 4500-NH3	Nitrogen, Ammonia (water)		\$15.05	\$105.35	\$105.35
7.00	EPA 410.4	Chemical Oxygen Demand (COD)		\$15.05	\$105.35	\$105.35
7.00	EPA 9060	Total Organic Carbon (TOC) (water)		\$25.48	\$178.36	\$178.36
7.00	EPA 420.1	Phenolics, Total (water)		\$18.53	\$129.71	\$129.71
7.00	SM 2320B	Alkalinity, Total, as CaCO3 (water)		\$15.05	\$105.35	\$105.35
7.00	SM 4500-NO3	Nitrogen, Nitrate (water)		\$11.58	\$81.06	\$81.06
7.00	SM 5210B	Biochemical Oxygen Demand (BOD5)		\$18.53	\$129.71	\$129.71
	SM					



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7.00	2540C	Solids, Total Dissolved (TDS)		\$12.00	\$84.00	\$84.00
7.00	EPA 300.0	Sulfate (water)		\$35.00	\$245.00	\$245.00
7.00	EPA 300.0	Chloride (water)		\$15.05	\$105.35	\$105.35
7.00	SM2120B	Color, Apparent		\$10.42	\$72.94	\$72.94
7.00	SM 3500-Cr B	Hexavalent Chromium (Cr VI) (water)		\$15.05	\$105.35	\$105.35
7.00	EPA 180.1	Turbidity		\$10.42	\$72.94	\$72.94
7.00	EPA 6010 (ICP)	Metal Analysis (Single Metal) (water)	21 metals; \$10 per metal; (Al, Sb, As, Ba, Be, B, Co, Ca, Cr, Cu, Fe, Pb, Mg, Mn, Ni, K, Se, Ag, Na, Tl, Zn)	\$210.00	\$1,470.00	\$1,470.00
7.00	EPA 7470	Mercury (Hg) (water)		\$18.53	\$129.71	\$129.71
7.00	SM 2340	Hardness, Total (water) (calculation only, based on Ca, Mg + calculation)		\$12.74	\$89.18	\$89.18
7.00	EPA 9014	Cyanide, Total (water)		\$18.53	\$129.71	\$129.71
7.00	EPA 624.1	Volatile Organic Compounds (VOCs) (water)		\$68.32	\$478.24	\$478.24
1.00	Quality Control	Trip Blank-Quality Control		\$68.32	\$68.32	\$68.32
1.00		Miscellaneous	WWTP and Leachate	\$0.00	\$0.00	\$0.00
2.00	EPA 351.2	Nitrogen, Total Kjeldahl (TKN) (water)		\$15.05	\$30.10	\$30.10
2.00	SM 4500-NH3	Nitrogen, Ammonia (water)		\$15.05	\$30.10	\$30.10
2.00	EPA 410.4	Chemical Oxygen Demand (COD)		\$15.05	\$30.10	\$30.10
2.00	SM 4500-PE	Phosphorus, Total (Water)		\$35.00	\$70.00	\$70.00
2.00	SM 5310	Total Organic Carbon (TOC) (water)		\$25.48	\$50.96	\$50.96
2.00	EPA 420.1	Phenolics, Total (water)		\$18.53	\$37.06	\$37.06
2.00	SM 4500-NO3	Nitrogen, Nitrate (water)		\$11.58	\$23.16	\$23.16
2.00	SM 5210B	Biochemical Oxygen Demand (BOD5)		\$18.53	\$37.06	\$37.06
2.00	SM 2540C	Solids, Total Dissolved (TDS)		\$12.00	\$24.00	\$24.00
2.00	EPA 300.0	Sulfate (water)		\$35.00	\$70.00	\$70.00
2.00	EPA 300.0	Chloride (water)		\$15.05	\$30.10	\$30.10
2.00	SM 2320B	Alkalinity, Total, as CaCO3 (water)		\$15.05	\$30.10	\$30.10



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2.00	SM 2540D	Solids, Total Suspended (TSS)		\$12.00	\$24.00	\$24.00
2.00	SM 2540B	Solids, Total (TS)		\$12.00	\$24.00	\$24.00
2.00	SM2120B	Color, Apparent		\$10.42	\$20.84	\$20.84
2.00	SM 3500-Cr B	Hexavalent Chromium (Cr VI) (water)		\$15.05	\$30.10	\$30.10
2.00	EPA 180.1	Turbidity		\$10.42	\$20.84	\$20.84
2.00	EPA 6010 (ICP)	Metal Analysis (Single Metal) (water)	21 metals; \$10 per metal; (Al, Sb, As, Ba, Be, B, Co, Ca, Cr, Cu, Fe, Pb, Mg, Mn, Ni, K, Se, Ag, Na, Ti, Zn)	\$210.00	\$420.00	\$420.00
2.00	EPA 9014	Cyanide, Total (water)		\$18.53	\$37.06	\$37.06
2.00	EPA 624.1	Volatile Organic Compounds (VOCs) (water)		\$68.32	\$136.64	\$136.64
1.00	Quality Control	Trip Blank-Quality Control		\$68.32	\$68.32	\$68.32
2.00	EPA 625	Semi-Volatile Organic Compounds (SVOCs) (Base/Neutral & Acid Extractables) (water)		\$175.00	\$350.00	\$350.00
2.00	EPA 608.3	Pesticides, Organochlorine (GC) (wastewater)		\$95.00	\$190.00	\$190.00
2.00	EPA 608.3	Polychlorinated Biphenyls (PCBs) (wastewater)		\$65.00	\$130.00	\$130.00
6.00		Field Sampling Services	\$75 per hour, portal to portal, estimated 6 hours; for Monitoring Wells, WWTP, and Leachate	\$75.00	\$450.00	\$450.00
9.00		Sample Disposal	per sample; for Monitoring Wells, WWTP, and Leachate	\$6.00	\$54.00	\$54.00
6.00		Field Sampling Services	\$75 per hour, portal to portal, estimated 3 hours each event, 2 events per year	\$75.00	\$450.00	\$450.00
2.00		Equipment Rental	GEM 2000 gas meter	\$265.00	\$530.00	\$530.00
3.00		Environmental Impact Fee (Per Invoice)	1 annual event, 2 gas monitoring events each year	\$25.00	\$75.00	\$75.00

Grand-Total

\$7,464.52

Additional Pricing Considerations:

**If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.**

- Unless accepted, signed and returned, or otherwise noted above, proposal expires 60 days from Created Date above.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.



- All air and air-related equipment charges (i.e. rental fees for unused, unreturned or damaged equipment, are detailed in the Pace® Canister Use Policy
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE.

## Pace Analytical Terms and Conditions

These Standard Terms (Terms) govern all services that Pace Analytical \_\_\_\_\_ ("Lab") will perform on behalf of \_\_\_\_\_ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

### 1. Definitions:

**Chain of Custody (COC):** A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group

**Holding Time:** The maximum amount of time a sample may be stored before being analyzed.

**Sample Delivery Acceptance (SDA):** The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

**Sample Delivery Group (SDG):** A set of samples normally shipped and reported to the Lab as a group.

**Turnaround Time (TAT):** The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

### 2. Client's Obligations:

- To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
  - Submit a completed purchase order by:
    - hand (i.e., in person)
    - mail, or
    - e-mail; or
  - Place an order by:
    - telephone
    - e-mail, or
    - delivering a sample (or SDG) to Lab and completing the COC
- Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:
  - Name of the responsible project manager
  - Name of the person submitting the sample
  - Name/location of collection site
  - Date and time of collection
  - Specific testing being requested, and
  - Sufficient details about reporting requirement(s).
- Client shall also:
  - Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
  - Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
  - Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
  - Reimburse Lab for any costs\* related to delinquent payments
  - Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
  - Pay for any services it orders on any already analyzed sample
  - Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
  - Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
  - Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
  - Obtain Lab's prior written consent before publishing Lab's name and/or any data
  - Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
  - Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
  - Accept responsibility for any claims, damages, losses, expenses\*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

### 3. Lab's Obligations:

Lab shall:



- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
  - i. Missing sample or otherwise compromised sample(s)
  - ii. Significant delays or other issues affecting Lab's services, or
  - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
- j. Invoice Client for each sample or SDG as reported.
- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- l. Initiate analysis within established holding times -- so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- m. Indemnify Client for any claims, damages, losses, expenses\*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

#### **4. Lab's Discretionary Actions:**

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
  - i. Any supplies (including containers) that are not used or returned
  - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
  - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
  - iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
  - v. A minimum fee for invoicing and/or handling any sample
  - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
  - vii. Additional shipping and handling as deemed necessary
  - viii. Change in scope and/or rescheduling fees
  - ix. Minimum fees or additional surcharges as necessary
  - x. Reasonable attorneys' fees
  - xi. Project resampling related to missed deliveries, etc.
  - xii. Off cycle pricing increase dictated by the market
  - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.

**5. Multiple Dilutions:** Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

**6. Dry Weight Correction / Percent (%) Moisture:** Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

**7. Confidentiality:** The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

**8. Governing Law:** These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

**9. Term:** The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below

#### **10. Termination:**

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.



**11. Limitation of Liability:**

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
  - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
  - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

**12. Amendment/Change Order:** Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

**13. Storage of Data:** Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

**14. Intellectual Property:** Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

**15. Non-competition:** Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

**16. Non-assignment:** Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

**17. Insurance:** Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;
- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

**18. Miscellaneous Provisions:**

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

**IN WITNESS WHEREOF,** Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client] \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Pace Analytical

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*May include reasonable attorney's fees

Quote Prepared by:  
Debra James-Deslatte

debra.james-deslatte@pacelabs.com



575 Broad Hollow Rd  
Melville, NY 11747  
Phone: 631-694-3040  
Fax: 631-420-8436

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25 Volunteer Drive  
Cairo, New York 12413  
(518) 622-3643 Fax (518) 622-0572

**ROAD NAMING APPLICATION**  
(PRIVATE ROADS AND DEVELOPMENTS)

PLEASE PRINT

RETURN COMPLETED APPLICATION TO THE ABOVE ADDRESS OR FAX NUMBER.

DATE: 3/31/23

ROAD TO BE NAMED IS IN THE TOWN/ VILLAGE OF: T/Catskill

NAME OF APPLICANT: Golan Elbaz, Neslihan Feradov & Eric Nachimovsky

ADDRESS: 65 South 11th Street, Apt. 6G, Brooklyn, NY 11429

PHONE NUMBER OF APPLICANT: 917-620-6983

If the applicant is not the owner of the road, please attach written permission from each property owner with this application.

( IF DIFFERENT THAN ABOVE )

OWNER OF ROAD/DEVELOPMENT: \_\_\_\_\_

ADDRESS OF OWNER: \_\_\_\_\_

PHONE NUMBER OF OWNER: \_\_\_\_\_

PROVIDE PARCEL IDENTIFICATION NUMBER: 186.00-2-3

PROVIDE GENERAL LOCATION OF ROAD (ATTACH DRAWING IF NECESSARY)

Mossy Hill Road, Town of Catskill, approximately 1.1± miles south of 23A, Tax Parcel 186.00-2-3

SUGGESTED NAME FOR ROAD: White Owl Road

ALTERNATE NAME # 1 \_\_\_\_\_

ALTERNATE NAME # 2 \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

(TOWN/VILLAGE USE)

ROAD NAME CHOSEN

BOARD APPROVAL  
DATE

YES \_\_\_\_\_ NO \_\_\_\_\_