



TOWN OF AMENIA  
TOWN BOARD

4988 Route 22, AMENIA, NY 12501  
(845) 373-8860 [www.ameniany.gov](http://www.ameniany.gov)

**RESOLUTION No. 30 of 2025**

**RE: AUTHORIZING PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES TO CONDUCT A REVIEW OF ENVIRONMENTAL REPORTS IN CONNECTION WITH THE DONATION OF LAND AND KILNS SITUATED THEREON FROM DEEP HOLLOW GAME PRESERVE LLC**

**WHEREAS**, the Town of Amenia Town Board, by Resolution No. 91 of 2024, adopted on August 1, 2024, authorized the acceptance of a donation of 0.29 ± acres of land containing two (2) historic beehive kilns located on Deep Hollow Road (the “Property”) from Deep Hollow Game Preserve LLC pursuant to a Donation Agreement; and

**WHEREAS**, the Donation Agreement permits the Town of Amenia to conduct an environmental review of the Property as part of its due diligence inspections; and

**WHEREAS**, the Town Board of the Town of Amenia previously retained the engineering services of LaBella Associates, D.P.C. (“LaBella”) to conduct a Phase I environmental review of the Property pursuant to the Donation Agreement; and

**WHEREAS**, Deep Hollow Game Preserve LLC conducted a Phase II environmental review; and

**WHEREAS**, the Town Board is now seeking environmental consulting services to review and opine on the Phase II environmental report submitted to the Town Board; and

**WHEREAS**, Partridge Venture Engineering, PC (“PVE”) has submitted a proposal to the Town Board for environmental consulting services for the review of the environmental reports submitted to the Town Board; and

**WHEREAS**, the Town Board would like to retain the services of PVE to in accordance with their Retainer Agreement dated January 21, 2025, a copy of which is annexed hereto; and

**WHEREAS**, this is a Type II action under the State Environmental Quality Review Act (“SEQRA”) and therefore not subject to review under SEQRA; and

**WHEREAS**, the environmental consulting services to be provided by PVE to the Town constitute professional services which are exempt from the bidding requirements under General Municipal Law §103 and the Town of Amenia’s Procurement Policy.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:



1. The recitations set forth above are incorporated in this Resolution as if fully set forth and adopted herein.

2. The Town Board of the Town of Amenia hereby authorizes the proposal from PVE, in accordance with the annexed Retainer Agreement dated January 21, 2025, for environmental consulting services to conduct a review of the Phase II environmental report submitted to the Town Board.

3. The Town Board of the Town of Amenia hereby authorizes the Town Supervisor to execute the annexed Retainer Agreement from PVE in substantially the same form as annexed hereto.

4. PVE shall be paid in accordance with the fee schedule set forth in the annexed Retainer Agreement dated January 21, 2025.

Motion made by C/Hamm

Seconded by S/Blackman

The foregoing resolution was voted upon with all councilmembers voting as follows:

Supervisor Blackman	Aye
Councilmember Rebillard	Aye
Councilmember Hamm	Aye
Councilmember Winters	Aye
Councilmember Ahearn	Aye

Dated: Amenia, New York  
February 6, 2025

DAWN MARIE KLINGNER, TOWN CLERK



January 21, 2025

Town of Amenia  
c/o Stenger, Glass, Hagstrom, Lindars & Luele LLP  
ATTN: Ian Lindars, Esq.  
85 Civic Center Plaza, Suite 100  
Poughkeepsie, New York 12601

Re: **Retainer Agreement for Consulting Services; Charcoal Kilns, Portion of 253 Deep Hollow Road, Town of Amenia, New York 12501**  
PVE File #20250026

Dear Mr. Lindars:

Partridge Venture Engineering, PC, doing business as PVE Engineering ("PVE") is submitting this retainer agreement to provide environmental consulting services relating to matters at the above referenced property. Consultation relates to potential environmental impacts and regulatory considerations regarding historic site operations. Scope of services includes review and comments on the following documents:

- Phase I Environmental Site Assessment prepared by LaBella Associates dated August 30, 2024;
- Phase II Environmental Site Assessment Proposal prepared by LaBella Associates dated September 6, 2024; &
- Phase II Environmental Site Assessment Report prepared by Aeterra dated December 23, 2024.

These services will be performed on a time-and-materials basis in accordance with the terms of this agreement and attached fee schedule. Invoices will be submitted monthly and are due upon receipt. To authorize these services, please return a signed copy of this agreement to my attention with a retainer in the amount of **\$ 3,000.00**. We look forward to working with you.

Sincerely,

PVE ENGINEERING



Conor B. Tarbell, QEP  
Regional Director of Environmental Services

## STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached cost proposal and exhibits constitute the "Agreement" between PVE Engineering, P.C. (Hereinafter the "Consultant") ("Consultant" shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter the "Client") for the performance of basic or additional services.

### PERFORMANCE OF SERVICES

1. Consultant shall provide consulting services as described under this proposal with the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant's performance. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the services to be provided hereunder. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client.
2. The Consultant may rely upon information supplied by the Client, its contractors or sub-contractors, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.
3. Consultant assumes that the Client (or any local, state, or federal reviewing agency) will not request or require "Major or Significant" changes to the scope of work outlined in the proposal. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly.
4. Consultant assumes that unexpected or differing site conditions will not be encountered after work commences, including, but not limited to unanticipated obstructions, limited access, or inclement weather. If such site conditions are encountered, delays or scope changes could result, and the project schedule and budget will be adjusted accordingly.
5. Consultant will not be responsible for any application, permitting, or licensing fees associated with the scope of work, aside from maintaining its own professional licenses, unless otherwise provided for in the proposal.

### PAYMENT TERMS

6. Unless other arrangements are made, or a pre-negotiated amount is agreed to or stipulated in the cost proposal, all services will be performed on an hourly basis. Time charges of personnel at a job site are actual time spent at the site plus travel time (Travel time is the time expended from Consultant's main office to jobsite and back to office). If directed by Client or if the Project requires it, any time spent on the project beyond a normal workday (8:00 am to 5:00 pm, Monday thru Friday, inclusive), over eight (8) hours a day, on weekends or on holidays will be billed at 1.5 times the standard hourly rate, except for the Principal which is always billed at the standard hourly rate.
7. The Client is responsible for payment of all charges for the work indicated on the attached proposal, and any additional services related thereto. Invoicing will occur monthly for services performed during the previous month. Client shall have fourteen (14) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid. Payment is due upon receipt of invoice and interest may be applied at a rate of 1.33% per month (16% annually) for accounts over 90 days past due. If payment is not made within 90 calendar days of the due date, the Consultant may suspend work in accordance with the notice provisions herein under the Suspension of Work and Termination provisions until such time as all payments due have been made. The hourly rates attached to this proposal are in effect for the calendar year in which this agreement is dated, and are subject to change on an annual basis.
8. Unless clearly stated otherwise, payment for services provided is not contingent upon financing arrangements or receipt of payment or funding from any third party.

### REIMBURSABLE EXPENSES

9. Travel costs, transportation, international communications, photocopies, blueprints, photographs, postage, reproduction, shipping charges, rental equipment, laboratory fees, fees advanced on Client's behalf, parking fees and tolls will all be billed at cost plus mark-up percent as per the rate schedule or the proposal. Back-up information will be provided upon request.

### INSTRUMENTS OF SERVICE

10. The Consultant and its sub-consultants (if any) shall be deemed the author and owner of its Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant shall also retain all right, title, interest in and to the programs, systems, data or materials utilized or produced by Consultant in the performance of its services. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and its sub-consultants. These documents or data may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents or data are subsequently

reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification. In such extent, Consultant may select counsel of its choice.

11. Instruments of Service will include those deliverables defined in the attached proposal and will be submitted to the Client for an acceptance period of 30 days. Any defects which the Client discovers in that time period shall be reported to the Consultant for correction.

#### **ELECTRONIC MEDIA**

12. The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to the Client in electronic media are for informational purposes only, are not an end product, and may not be distributed to third parties without Consultant's approval. The Consultant makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.
13. The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

#### **SERVICES DURING CONSTRUCTION**

14. If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the project site, will be to enable the Consultant to perform the duties as signed to and undertaken as a professional consultant, and to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. The Consultant can only comment on conditions readily observable during the site visits and cannot be held responsible for the correctness and completeness of the Contractor's work.
15. The Consultant shall not supervise, direct, or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any Contractor's failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The Contractor is solely responsible for the quality and completeness of the work performed, and the conformance to the Contract Documents provided. The Consultant does not guarantee the performance of the construction contracts by the Contractor and shall not be responsible for the Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
16. If the Consultant's services include shop drawing or submittal review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. Consultant approval of a submittal does not relieve the Contractor of its obligation to conform to the Contract Documents.
17. Consultant shall be held harmless, indemnified, and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons not under the Consultant's direct control performing any of the work in connection with the Project. Client will cause its contractor(s) for the Project to name Consultant as an additional insured under the contractor's liability policies and provide a copy of contractor's insurance certificate upon request.

#### **LIMITATION OF LIABILITY**

18. The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control, including other professional consultants contracted by Client on the Project. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. Client agrees that if Client employs, hires or contracts with any other professional consultants to assist Client on this Project, the Client will require such consultant to provide written evidence of professional liability insurance in an amount suitable to the scope of the Project. Proof of insurance will be provided to Consultant upon request.
19. The Consultant shall not be liable for any reasons for any special, indirect, or consequential damages including loss of use of any premises and loss of profit.

20. To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. If a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the lowest amount that a court determines to be a reasonable limitation of liability. As the Client's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against Consultant, not against any of Consultant's employees, officers or directors.
21. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to reasonable attorney's fees and charges and court and mediation costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be compensated by the Client at the Hourly Rates in place at that time.

#### **DISPUTE RESOLUTION/LEGAL ACTION**

22. Any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement must first be submitted to a non-binding mediation to resolve the same. If the dispute remains unresolved, claims, disputes, or controversies shall be resolved by litigation in an appropriate court in the State in which the project is located pursuant to the laws of the State in which the project is located. The successful party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs to be paid by the other party.
23. All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of the Consultant's services or the time that party knew or should have known of its claim, whichever is sooner.

#### **SUSPENSION OF WORK AND TERMINATION**

24. If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and any time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving seven (7) days written notice.
25. Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon seven (7) days written notice to the other party. The non-performing party shall have seven (7) days to cure the default prior to the termination taking effect.
26. If the Client fails to make payment within ninety (90) days of the due date for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice, suspend performance of services under this Agreement, or terminate the agreement at the Consultant's option. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension or termination shall take effect without further notice. The Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.
27. In the event of termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors.
28. All notices under this Agreement shall be in writing and sent by certified mail return receipt requested to the addresses indicated in the proposal.

#### **PRECEDENCE**

29. These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **SEVERABILITY**

30. If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.



**SURVIVAL**

31. These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

**GOVERNING LAW**

32. This Agreement shall be governed by the internal laws of the State in which the project is located, without regard to principles of conflict of laws.

**MISCELLANEOUS**

33. In the absence of any subsequent written agreement executed between the Consultant and the Client, this Agreement, including all Standard Terms and Conditions, shall be deemed applicable to all work performed for the Client by the Consultant on this Property, including additional or other work not specified in the Agreement, provided there is written authorization from Client.

**END OF TERMS AND CONDITIONS**

This Proposal remains valid for a period of sixty (60) days from the date of the proposal. To authorize these services please return authorization to proceed, we are prepared to initiate work upon receipt. If you have any questions or require any additional information, please don't hesitate to contact us. We look forward to working with you on this project.

**PVE Proposal**

**AUTHORIZATION TO PROCEED**

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Project: *Retainer Agreement*  
Portion of 253 Deep Hollow Road  
Amenia, NY 12501

Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Date: 06 FEB 25

Printed Name: LEO BLACKMAN

Title: SUPERVISOR

**EXHIBIT C: SCHEDULE OF FEES 2024-2025 (04)**

**Civil + Land Development / Buildings + Structures**

Principal	\$270.00	Executive Consultant	\$290.00
Director	\$250.00	Technical Manager (PE/RA)	\$240.00
Senior Project Manager II (PE)	\$230.00	Specialty Consultant	\$230.00
Senior Project Manager I (PE)	\$210.00	Senior Engineer II (PE)	\$230.00
Project Manager II	\$170.00	Senior Engineer I (PE)	\$210.00
Project Manager I	\$160.00	Project Engineer II	\$215.00
Assistant Project Manager	\$140.00	Project Engineer I	\$187.00
Project Technician II	\$160.00	Project Designer II	\$160.00
Project Technician I	\$135.00	Project Designer I	\$155.00
Filing Consultant	\$160.00	Staff Designer II	\$150.00
Filing Technician	\$130.00	Staff Designer I	\$135.00
Administrative	\$95.00	Intern	\$100.00

**Environmental**

Principal	\$297.00	Senior Technical Advisor	\$215.00
Director	\$275.00	Hydrogeologist	\$237.00
Senior Geologist	\$259.00	Geologist II	\$138.00
Professional Geologist I	\$237.00	Geologist I	\$127.00
Senior Project Manager II	\$253.00	Senior GIS Specialist	\$171.00
Senior Project Manager I	\$231.00	GIS Specialist	\$143.00
Project Engineer II	\$215.00	Scientist II	\$170.00
Project Engineer I	\$187.00	Scientist I	\$154.00
Project Manager II	\$187.00	Environmental Technician IV	\$149.00
Project Manager I	\$176.00	Environmental Technician III	\$132.00
Assistant Project Manager II	\$168.00	Environmental Technician II	\$121.00
Assistant Project Manager I	\$154.00	Environmental Technician I	\$110.00

**Reimbursable Expenses and Terms**

Invoices will be submitted monthly, and payment terms are due upon receipt. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will appear on project invoices. Anticipated expenses are included in the cost estimate in the Scope of Work. Field vehicles are charged at a rate of \$100.00 per day. Non-exempt employee field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. Expert witness testimony is charged at 2x the standard hourly rate. Reimbursable expenses and subcontracted services are subject to a standard 15% mark-up. Rates are subject to change on an annual basis, revised fee schedules will be circulated in January of each calendar year.