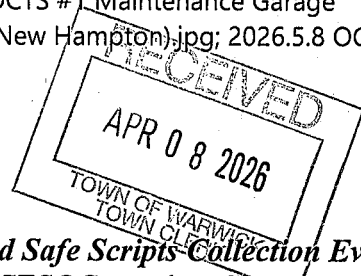


X

Warwick Town Clerk

From: Devine, Barbara <BDevine@orangecountygov.com>
Sent: Wednesday, April 8, 2026 11:26 AM
Subject: Third Set - 2026 Orange County Hazmat Collection Events on Fri., May 8 (for CESQGs) and Sat., May 9 (Residents Only) at OCTS #1 Maintenance Garage
Attachments: 2026.5.9 HHW Event Flyer - OCTS1 (New Hampton).jpg; 2026.5.8 OCTS1 Registration Form.pdf



Good morning:

We are pleased to announce the third set of *Hazardous Waste and Safe Scripts Collection Events of 2026*, which will take place in New Hampton on **Friday, May 8th**, for CESQGs, and on **Saturday, May 9th**, for Orange County residents. The Friday, May 8th event is for school districts, municipalities, businesses, and farms, otherwise known as Conditionally Exempt Small-Quantity Generators (CESQGs). The Saturday, May 9th event is for Orange County residents with a valid ID, showing an Orange County address. Both the Friday 5/8 and Saturday 5/9 events will take place at Orange County Transfer Station #1 Maintenance Garage, located at 21 Training Center Lane in New Hampton, accessed by the service entrance directly across from the Mid-Hudson Psych. Center.

All CESQGs ***MUST*** pre-register for the **Friday, May 8th** event at OCTS #1 by **NO LATER THAN C.O.B. FRIDAY, APRIL 24th**. If you have acceptable materials (wet latex/water-based paints are also now accepted) and are interested in participating, please complete both pages of the attached registration form and email to Ermin Siljkovic at esiljkovic@orangecountygov.com, or send via fax to (845) 291-4570. These forms can also be found on the EF&S Hazardous Waste webpage, at the following link: <https://www.orangecountygov.com/449/Household-Hazardous-Waste>.

IMPORTANT INSTRUCTIONS

On your registration, please indicate the QUANTITY of each material you plan on bringing on the first page (specifically, the number of containers and volume of each container), and on the second page, please include the AGGREGATE WEIGHT of said materials. NOTE: Unsigned registrations and registrations containing over 220 lbs. of materials will be rejected. Multiple registrations for one site can be submitted.

Your registrations will be sent to our vendor, MXI Environmental Services, who will then provide a quote based on your submission during the week before the event, providing you time to process purchase orders or checks.

Orange County Resident Event -

Also attached is a JPEG of the flyer for the Saturday, May 9th event for residents. Registration for residents is not required; however, commercial quantities of materials will not be accepted. No businesses, municipalities, or school districts are permitted to bring materials to the event for residents. Please note that this event will take place from 9 AM to 3 PM. Please help spread the word!

Your adherence to the above procedures, help make these events possible. We are looking forward to working with you to continue keeping toxic materials out of the environment and recovered, recycled, or disposed of, in the best manner possible.

Regards,

Barbara A. Devine

Secretary/Administrative Assistant II
Orange County Department of Public Works
Division of Environmental Facilities & Services (EF&S)
PO Box 637
2455-2459 Route 17M
Goshen, New York 10924

845-291-2664

BDevine@orangecountygov.com



This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

Orange County Household Hazardous Waste Collection - Farms, Schools, Government Agencies, Small Businesses, Conditionally Exempt Small Quantity Generator Registration

Complete entire form (both pages) and return to: OC DPW, Div. of EF&S, P.O. Box 637 Goshen NY
10924 or fax to 291-4570. Or email esiljkovic@orangecountygov.com

For further information: CALL 845- 291-3246 or go to: www.orangecountygov.com/efs

FRIDAY, MAY 8, 2026:
ORANGE COUNTY TRANSFER STATION #1 MAINT. GARAGE LOT
21 TRAINING CENTER LANE, NEW HAMPTON, NY 10958
No Registrations taken after: Friday, APR. 24, 2026
 Cost is according to fee schedule established by vendor – drop off time scheduled

Sponsored by Orange County DPW Division of Environmental Facilities and Services, County Executive, Steven M. Neuhaus
Co-Sponsored by New York State Department of Environmental Conservation

SIGNATURE (required): _____

Name: _____ email: _____

Company: _____

Address: _____ Phone: _____

Are you a (check one): Farmer School Governmental Agency Small Business

**CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS MAY TRANSPORT A
 MAXIMUM OF 220 lbs. OF HAZARDOUS WASTE TO THIS EVENT BASED ON NYS DEC REGULATIONS**

<u>Qty (Volume & No. of Containers)</u>	<u>Qty (Volume & No. of containers)</u>	<u>Quantity (Volume & No. of Containers)</u>
Pesticides/Herbicides Dry: _____ Liquid: _____ Aerosol Cans: _____	Automotive Products/Gas/Oil Dry: _____ Liquid: _____	Varnishes/Shellacs/Stains: _____ Solvents/Thinners: _____ Aerosol Cans: _____
Corrosives/Cleaners Dry: _____ Liquid: _____ Aerosol Cans: _____	Rubber Cement: _____ Roofing Tar: _____ Driveway Sealer: _____	Photographic Chemicals: Dry: _____ Liquid: _____ Dry Wall Compound: _____
Pool Chemicals Dry: _____ Liquid: _____	Creosote: _____ Inks: _____ Adhesives: _____ Other: _____	Mercury: _____ Dental Amalgam: _____ Fluor. bulbs (type/amt/ft.): _____
Paint: Oil, Acrylic, Water Based Liquid: _____ Aerosol Cans: _____ Dry: _____		

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR CERTIFICATION

I hereby certify that I am a generator of hazardous waste within the State of New York and that because of the small volume of hazardous waste generated and/or stored, I qualify for conditionally exempt small quantity generator status.

I understand that in order for conditionally exempt small quantity generator status, I must meet all three of the following conditions:

1. Generate less than 1 kg/month (2.2 pounds) of acute hazardous waste (as defined by 6 NYCRR Part 371), and never store more than this amount on site at any time; and
2. Generate less than 100 kg/month (220 pounds) of all other hazardous waste (as defined by 6 NYCRR Part 371), and never store more than 1000 kg/month on site at any time.
3. Transport a maximum of 220 lbs of hazardous waste at one time.

Only if I am a farmer, I realize that I may store up to 1000 kg. (2200 pounds) of non-acute hazardous waste pesticides on my farm without losing my conditionally exempt status, provided that these wastes are brought to a household hazardous waste collection program.

I further understand that if, in the future, I exceed the quantity limitations described above, I will become subject to additional regulation as a hazardous waste generator and will no longer be eligible to participate in this type of collection program.

I certify that I have the authority to make these statements on behalf of my farm or business. Also, I, the undersigned, do hereby certify that the items brought for collection came from my farm or business located in Orange County.

Signed: _____ Title: _____

Name (print): _____

Company Name: _____

Address: _____

Email: _____

Organization Type: _____

WASTE (S) BROUGHT TO THIS PROGRAM:

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

ADDITIONAL WASTE (S) STORED ON SITE:

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

2026 Orange County Household Hazardous Waste & Operation Safe Scripts Pharmaceutical Collection Events

Saturday, May 9, 2026

OCTS #1 Maintenance Garage, 21 Training Center Lane, New Hampton, NY

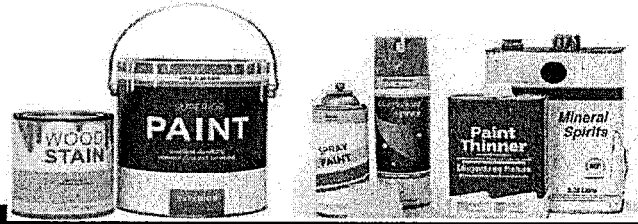
Entrance Across from Mid-Hudson Psychiatric Center

9AM to 3PM – RAIN OR SHINE!

Sponsored by Orange County DPW Division of EF&S., O.C. Sheriff's Office, PaintCare, and County Executive Steven M. Neuhaus, Co-Sponsored by NYSDEC

Wet Latex, Acrylic, and Water Based Paint

NOW ACCEPTED!



What to Bring

- **Oil and now Wet Latex/Water Based Paints**
- Stains and Varnishes
- Paint Thinners & Strippers
- Wood Preservatives
- Resins, Rosins & Adhesives
- Polishes for Furniture, Floor & Metal
- Cleaners for Rug & Upholstery
- Cleaners for Oven, Toilet Bowl & Drain
- Swimming Pool Chemicals
- Pesticides, Herbicides, Insecticides
(Including Lawn Care Products)
- **Fluorescent Bulbs**
- Spot Removers
- Dry Cleaning Solvents
- Lighter Fluids, Camp size propane tanks
- Septic Tank Degreasers
- Full or Partially Full Aerosol Cans
- Rubber Cement, Airplane Glue
- Photo Chemicals, Chemistry Sets
- Engine Degreasers
- Carburetor Cleaners, Car Waxes
- Kerosene, Gasoline, Gas/Oil Mixes
- Fire Extinguishers
- Mercury Thermostats, Thermometers
- **Pharmaceutical Drugs**
- Rechargeable (Ni-Cd) Batteries
- Auto and Tractor Batteries
- Transmission Fluids, Brake Fluids
- Motor Oil & Antifreeze

What NOT to Bring

- Electronics, Computers, VCR's
- Home Appliances
- Tires of any kind
- BBQ Propane Tanks
- Household Batteries
- **Dried Latex Paint**
- **Smoke Detectors**
- Ammunition
- Fireworks
- Explosives
- **Medical Sharps**
- Radioactive Materials
- Unknown Gases
- Controlled Substances
- Pathological Material

Take to your local Transfer Station

Bag and throw in Trash

Contact company on back of unit

Call the Police Department

Take back to the hospital

Call (845)

291-2640

<http://www.orangecountgov.com/efs>

esiljkovic@orangecountygov.org

- COVID-19 safety protocols may apply.
- Please load your materials in the rear of your vehicle.
- For your safety, please remain in your vehicle.
- Event staff will unload your materials.
- No smoking on site.
- Valid ID showing Orange County residency.

*Also accepted at Orange County Transfer Stations 1, 2, & 3.
(Located at: New Hampton, Newburgh, Port Jervis)*

X

Sue Gardner

RECEIVED

APR 06 2026

TOWN OF WARWICK
TOWN CLERK

30 Wickham Dr.
Warwick NY 10990
warwickhistory@gmail.com
cell: 845 325 4944

4/5/26

To : Town Clerk/Board

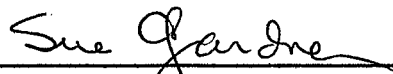
**REQUEST TO TRANSFER BETWEEN BUDGET CATEGORIES
FOR HISTORIAN 7510**

I am requesting approval for transfer of \$500 from my "Grant Expenses" Budget line (7510-225) to the "Special Dept. Supplies" budget line (7510-466).

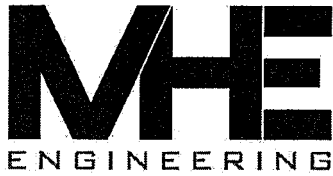
I was unaware until 4/01 what amounts had been allotted in the final budget.

I have no expenses relating to administration of grants received this year and believe that I cannot include other expenditures in that line.

Thank you,



Sue Gardner



AGREEMENT FOR ENGINEERING SERVICES

Between the

Town of Warwick

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Town of Warwick

MS4 Mapping

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

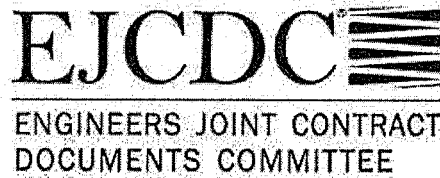
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Warwick (Owner)** and **MHE Engineering, D.P.C. (Engineer)**. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Town of Warwick MS4 Mapping (Project)**. Engineer's services under this Agreement (Services) are generally identified as **collection of data for the preparation of ARCGIS mapping in accordance with NYSDEC MS4 Mapping Basic Elements requirements for completion**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall collect the "Basic Elements" data for development of a Town ArcGIS Stormwater system map including; catch basins, storm manholes, outfalls, post construction stormwater management practices, municipal facilities and focus areas.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.2.
- E. Basis of Payment
 - 1. **Hourly Rates.** Owner shall pay Engineer for Services outlined in **Section 1.01B** as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. In Accordance with Engineer's Standard Hourly Rate Schedule, updated annually every 1 January of each year. Current year rate schedule is attached herein as Appendix 1.
 - F. **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 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 any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All 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 to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, 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 this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
 - M. Non-Direction of Asbestos Consultant

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

- N. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), 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.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____.

Owner:

Town of Warwick

(name of organization)

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: Jesse Dwyer

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

132 Kings Hwy

Warwick, NY 10990

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By: 

(authorized individual's signature)

Date: 3/17/2026

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES:

Firm Representative	Hourly
Principal	\$ 213.00
Associate	\$ 200.00
Senior Engineer	\$ 193.00
Senior Architect	\$ 193.00
Senior GIS Analyst	\$ 190.00
Senior Project Manager	\$ 186.00
Senior Planner	\$ 185.00
Project Engineer	\$ 155.00
Project Manager	\$ 150.00
Staff Professional	\$ 129.00
Technician III	\$ 135.00
Technician II	\$ 128.00
Technician I	\$ 118.00
Engineering Intern	\$ 70.00
Intern Support	\$ 50.00
Administrative Services	\$ 110.00
Clerical/Secretarial	\$ 75.00

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.25 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24" x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Municipal Standard Fee Schedule - 2026

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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Goodwill Hook and Ladder Co. No. 1



P.O. Box 104
Warwick, New York 10990



Request for Reimbursement

Date: 04/06/2026

Subject: Request for Reimbursement of Payment Made in Error

Town of Warwick

I am writing to formally request reimbursement for a payment made in error to the Town of Warwick. The total amount paid was \$49.47.

The amount was listed on the NYS Gaming Commission's form, GC-7 Financial Statement of Games of Chance Operations by mistake.

Thank you for your attention to this matter.

Sincerely,

Bill Lindberg

Treasurer

A handwritten signature in cursive script that reads 'Bill Lindberg'.