

**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR  
TO EXECUTE A CONTRACT WITH ENVIRONMENTAL CONSULTANT  
PARTRIDGE VENTURE ENGINEERING, PC**

**WHEREAS**, the Town of Woodbury is a defendant in multiple tax certiorari proceedings with ELT Harriman, LLC ("ELT"); and

**WHEREAS**, the property owned by ELT is the site of a former chemical manufacturing plant and is currently contaminated by chemicals; and

**WHEREAS**, in order to defend the Town in the actions, the Town must review alternatives presented to remediate the property; and

**WHEREAS**, the Town requires the services of an environmental consultant to advise the Town with respect to proper remediation alternatives for the ELT property, including the costs associated with the remediation of the property, and to testify at trial;

**NOW, THEREFORE, IT IS HEREBY**

**RESOLVED**, that the Town Board agrees to authorize the Town Supervisor to sign a retainer agreement with Partridge Venture Engineering, PC ("PVE") to advise the Town with respect to proper remediation alternatives for the ELT property, including the costs associated with the remediation of the property, to testify at trial, and otherwise assist the Town's attorneys in preparing for the trial of the actions.



**Hudson Valley**  
48 Springside Avenue  
Poughkeepsie, NY 12603  
845.454.2544  
[www.pve-llc.com](http://www.pve-llc.com)

Civil Engineering • Energy • Environmental • Land Development • Landscape Architecture • Municipal • Structure Design • Survey

November 4, 2019

Joseph McKay, Esq.  
Catania, Mahon, Milligram & Rider, PLLC  
One Corwin Court  
P.O. Box 1479  
Newburgh, New York 12550

Re: Retainer Agreement, Former Nepera Chemical Property, Town of Woodbury, Orange County, New York.

Dear Mr. McKay:

Partridge Venture Engineering, PC, doing business as PVE Engineering ("PVE") is submitting this proposal to provide environmental consulting services relating to the above referenced matter. PVE has previously been engaged by the Town to review cleanup plans for the former Nepera property (DEC Site #3-36-006; EPA ID# NYD002014595) and to interface with the property owner and New York State Department of Environmental Conservation (DEC) on behalf of the Town. This proposal for PVE services will include all of some of the following:

- Review reports, plans, maps, site assessment data, correspondence, and other relevant documents.
- Site visit by PVE personnel to view current conditions.
- Communicate with the Town of Woodbury and its representative(s), and other involved parties.
- Determine the scope of remediation that will be required to satisfy State requirements and return the property to productive use.
- Prepare an estimate of the cost of remediation, with backup documentation.

These services will be performed on a time-and-materials basis in accordance with terms of this agreement and attached fee schedule. Invoices will be submitted monthly and payment terms are Net-30 days. To authorize these services, please return a signed copy of this agreement to my attention.

---

**Pennsylvania**

Waterfront Corporate Park III  
Suite 101  
2000 Georgetowne Drive  
Sewickley, PA 15143  
724.444.1100

**NYC**

108 West 39<sup>th</sup> Street  
Suite 500  
New York, NY 10018  
646.602.4999

**West Virginia**

1700 MacCorkle Avenue, S.E.  
Charleston, WV 25314  
304.340.4821

**Ohio**

1156 E. State Street  
Salem, OH 44460  
330.332.5200

**Texas**

10550 Richmond Avenue  
Suite 160  
Houston, TX 77042  
713.375.1400 ext. 456



If you have any questions, please don't hesitate to contact me.

Sincerely,

PVE Engineering, LLC

A handwritten signature in black ink, appearing to read 'Christopher B. Brown'.

Christopher B. Brown, P.G.  
Principal/Director of Environmental Services

---

**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:* Former Nepera Chemical property  
Retainer Agreement – Consulting Services  
Town of Woodbury, Orange County, New York

*Client:* Town of Woodbury  
615 Route 32  
P.O. Box 1004  
Highland Mills, NY 10930

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**Hudson Valley**  
48 Springside Avenue  
Poughkeepsie, NY 12603  
845.454.2544  
www.pve-llc.com

Civil Engineering • Energy • Environmental • Land Development • Landscape Architecture • Municipal • Structure Design • Survey

## Standard Schedule of Fees – January - December 2019

### Civil Engineering / Land Planning / Structure Design

Principal Engineer	\$ 190.00 / hour
Director	\$ 180.00 / hour
Senior Structural Engineer	\$ 150.00 / hour
Senior Project Manager	\$ 130.00 / hour
Project Manager	\$ 120.00 / hour
Senior Engineer	\$ 115.00 / hour
Staff Engineer	\$ 110.00 / hour
Staff E.I.T.	\$ 100.00 / hour
Landscape Architect	\$ 100.00 / hour
Land Planner	\$ 100.00 / hour
Engineering Technician III	\$ 100.00 / hour
Engineering Technician II	\$ 90.00 / hour
Engineering Technician I	\$ 80.00 / hour

### Surveying / Mapping

Principal Surveyor	\$ 190.00 / hour
Director	\$ 180.00 / hour
Senior Project Manager	\$ 130.00 / hour
Project Manager	\$ 120.00 / hour
Senior Land Surveyor	\$ 115.00 / hour
Staff Surveyor	\$ 95.00 / hour
Survey Technician III	\$ 85.00 / hour
Survey Technician II	\$ 75.00 / hour
Survey Technician I	\$ 65.00 / hour
Survey Field Crew (3-Man)	\$ 190.00 / hour
Survey Field Crew (2-Man)	\$ 150.00 / hour
Survey Field Crew (1-Man)	\$ 110.00 / hour

### Environmental / Hydrogeology

Principal	\$ 190.00 / hour
Director	\$ 180.00 / hour
Senior Geologist/Hydrogeologist	\$ 180.00 / hour
Project Manager	\$ 130.00 / hour
Assistant Project Manager	\$ 120.00 / hour
Senior GIS Specialist	\$ 115.00 / hour
GIS Analyst	\$ 105.00 / hour
Staff Geologist/Hydrogeologist/Scientist	\$ 105.00 / hour
Environmental Technician IV	\$ 105.00 / hour
Environmental Technician III	\$ 95.00 / hour
Environmental Technician II	\$ 85.00 / hour
Environmental Technician I	\$ 75.00 / hour

**Reimbursable Expenses:** Invoices will be submitted monthly, and payment terms are Net 30 days. 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 \$40.00 per day. Field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. 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.

#### **Pennsylvania**

Waterfront Corporate Park III  
Suite 101  
2000 Georgetowne Drive  
Sewickley, PA 15143  
724.444.1100

#### **NYC**

108 W 39<sup>th</sup> Street  
Suite 500  
New York, NY 10018  
646.602.4999

#### **West Virginia**

1700 MacCorkle Avenue, S.E  
Charleston, WV 25314  
304.340.4821

#### **Ohio**

1156 E. State Street  
Salem, OH 44460  
330.332.5200

#### **Texas**

10550 Richmond Avenue  
Suite 160  
Houston, TX 77042  
713.375.1400 ext. 456