

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
Resolution Authorizing Millenium Pipeline Engineering Review Resolution #25-2026

PRESENT: **Supervisor Timothy Harting**
 Deputy Supervisor Eric Beavers
 Council Member Gary M. Hupman
 Council Member James Conrad
 Council Member Matthew Hartwell

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 12th day of August, 2026, the following resolution was:

OFFERED BY:
SECONDED BY:

WHEREAS, the Town Board previously appropriated funds for professional services relating to the valuation of the Millennium Pipeline; and

WHEREAS, Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC has submitted Proposal No. 2026.360.001, dated August 4, 2026, to prepare a review of the Millennium Pipeline and an estimate of its replacement cost for a lump-sum fee of \$12,320.00;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute Proposal No. 2026.360.001 with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC, in an amount not to exceed \$12,320.00, to be paid from funds previously appropriated for this purpose; and

BE IT FURTHER RESOLVED, that the Town Board ratifies the prior authorization for Delta to commence the work described in the proposal pending formal execution of the agreement by the Supervisor.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at 124 Main Street, Windsor, New York on August 12th, 2026. Said resolution was adopted by the following vote:

Supervisor Timothy Harting	Voted –
Deputy Supervisor Eric Beavers	Voted –
Council Member Gary Hupman	Voted –
Council Member James Conrad	Voted –
Council Member Matthew Hartwell	Voted –

Motion Approved
Resolution Adopted:

Town of Windsor Seal

Elizabeth Pfister, Town Clerk

August 4, 2026

Mark D. Spinner | Special Counsel
COUGHLIN & GERHART, LLP
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Tel: 607.723.9511
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RE: **Proposal to Provide Professional Engineering Services for:
Town of Windsor - Millennium Pipeline Review
Proposal No.: 2026.360.001**

Dear Mark:

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) appreciates the opportunity to submit this proposal to provide engineering services based on our discussions and information shared with you by the Town of Union/Town of Maine in reference to the Millennium pipeline as it relates to the Town of Kirkwood.

1.0 PROJECT DESCRIPTION

- 1.1 Millennium has a 30" line that goes through the Town of Windsor.
- 1.2 The pipeline has been on a PILOT program with the Town for the last 15 years.
- 1.3 Millennium filed an Article 7 for reassessment.
- 1.4 The Town Windsor would like to retain Delta to prepare a letter report which reviews the pipeline and provides a cost for replacement.
- 1.5 No sub-consultants are anticipated to be used on this project.

2.0 SCOPE OF SERVICES

2.1 Project Administration

- 2.1.1 Project Management – Review oversight and coordination.
- 2.1.2 Prepare letter report of Findings including Project Intent, Executive Summary, Field Survey/Findings and Construction Cost Estimate.

2.2 Cost Estimate

- 2.2.1 Prepare Cost estimate for the pipeline replacement.

3.0 TIME SCHEDULE

We anticipate completion of design services 2.1 and 2.2 within four (4) weeks from receipt of this signed proposal.

If the services covered by this proposal have not been completed within this time, through no fault of Delta, a time extension to complete our services may be renegotiated.

4.0 PROPOSAL ASSUMPTIONS

4.1 None.

5.0 EXCLUSIONS

5.1 Unless specifically identified under Part 2.0 Scope of Services, all other services have been excluded.

6.0 DELIVERABLES

6.1 Letter Report which includes:

- Report
- Drawings
- Cost Estimate

7.0 COMPENSATION

Delta proposes to provide the above-described services according to the following breakdown:

Project Management/Letter Report (2 hours @ \$280/hr.)	\$	560	LS
Drawings (60 hours @ \$140/hr.)	\$	8,400	LS
Cost Estimate (24 hours @ \$140/hr.)	\$	3,360	LS
Fee:	\$	12,320	Lump Sum

8.0 EXPENSES

Direct expenses (estimated) are included in the lump sum fee.

9.0 EXTRA WORK REQUESTS

If work on this project is believed by Delta to be beyond, or in addition to, the Scope of Services, we will notify you immediately. Upon your written approval we will proceed with this additional work and bill the time expended at our current hourly rates.

10.0 AGREEMENT TERMS

This project will be billed monthly on a percent complete basis, with the invoiced amount representing the actual amount of work completed.

Invoices unpaid after 60 days may be sent to a collection agency. Client will be responsible for all costs of collection, including attorney's fees, in addition to the original invoiced amount.

If the services covered by this proposal have not been completed within the scheduled time, through reasons beyond the control of Delta, the anticipated completion date and/or the proposed compensation may be renegotiated.

If the above conditions are acceptable this proposal can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter.

Thank you for your consideration of this proposal. Please contact me at [a \[REDACTED\]](#) if you have any questions or comments.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC



Anthony R. Paniccia, PE, JD
President & CEO

Accepted this _____ day of _____, 2026

By: _____
Signature Printed or Typed

Title: _____

EXHIBIT A – Terms and Conditions

Standard of Care: At all times material hereto, Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) will endeavor to adhere to that standard of care typically exhibited by similarly situated design professionals performing like services on projects of a similar nature, size, scope, location, complexity, budget, delivery model, and construction cost (hereinafter referred to as the “Standard of Care”). Nothing herein is intended to constitute or will be interpreted as any form of warranty or guarantee, express or implied, and we cannot guarantee any particular result, schedule, or final cost.

Indemnification: Delta agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all claims, damages, liabilities or costs, including reasonable attorneys’ fees, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys’ fees, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client’s contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.

Mutual Waiver of Consequential Damages: Client and Delta agree that to the fullest extent permitted by law neither shall be liable to the other, or shall make any claim for, any incidental, indirect, or consequential damages arising out of or connected in any way to this agreement, the services, or the project. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

No Third-Party Beneficiaries: Client and Delta agree that this Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with this agreement or provision contained herein or contemplated hereby.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, including attorney’s fees and costs and expert-witness fees and costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Contract, from any cause or causes, so that the total aggregate liability of Delta to the Client shall not exceed the fee rendered for the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Dispute Resolution: Any claim or dispute between the Client and Delta shall be submitted to mediation, subject to the parties agreeing to a mediator(s). Engaging in mediation until conclusion (settlement or adjournment) shall be a condition precedent to the filing of any lawsuit or the institution of any legal action. This agreement shall be governed by the laws of the principal place of business of Delta.

Accuracy of Client Documents: The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta shall not be liable for inaccurate or incomplete information provided by the Client.

Ownership of Documents: All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta’s professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client a royalty-free, limited-use license to use the instruments of professional service for the purpose of completing Client’s objective associated with this Agreement. Reuse or modification of any such documents by Client, without Delta’s written permission, shall be at Client’s sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney’s fees, arising out of unauthorized reuse by Client or by others acting through Client. Should this agreement be terminated by either party, Client’s failure to pay for all services rendered to the date of termination will result in the license to use the instruments of professional service also terminating.

Estimates of Construction Cost: Because Delta does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the

EXHIBIT A – Terms and Conditions

industry. Delta cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Delta's services required to bring costs within any limitation established by the Client, and/or to re-bid the project, will be paid for as Additional Services.

Use of Electronic Media: Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf that are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3rd Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data transmitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

Excluded Services: Services not expressly set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services. In the event there is any conflict or disagreement between language in the agreement and this provision (e.g. "including but not limited to"), this provision shall prevail and control.

Reliance on Others: Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, contractors, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

Fiduciary Duty: The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary duty shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.