



## AGENDA

April 15, 2024

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**I. OPEN MEETING**

**II. PUBLIC HEARING – 2024-2025 Budget**

**III. NEW BUSINESS**

- Approve minutes from March 18, 2024 and April 1, 2024.
- Approve Stormwater Management Plan.
- Approve Village MS4 Mapping proposal from LaBella.
- Approve NYSDEC 2024 Hydrogeological Services and Monitoring proposal from LaBella.
- Discuss credit for Water Account Nos. 10454, 10455, 30456, 30633, 30634 & 30635 in the total amount of \$206.89.
- Approve the Village Green and Public Assembly Events Permit for the Harlem Valley Car Club to be held Wednesday evenings from 5 PM to 8 PM, April 17, 2024 through September 25, 2024.

**IV. OLD BUSINESS**

- Engineer's Report
- Attorney's Report

**V. MOTION TO PAY BILLS**

- Metro North bills in the amount of \$799.39.

**VI. PUBLIC COMMENT**

**VII. ADJOURNMENT**

**VILLAGE OF PAWLING  
BUDGET FISCAL YEAR 2024-2025**

RECEIVED MAR 18 2024

**REVENUE**

RAISED BY TAXES:	\$1,289,234
ESTIMATED REVENUE:	\$437,055
APPROPRIATED FUND BALANCE:	\$200,738
<b>TOTAL REVENUE:</b>	<b>\$1, 927,027</b>

**EXPENDITURES**

**\$1,927,027**

**ASSESSMENT**

**\$84,987,370**

MIL-RATE for 2023-2024	0.014760445
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MIL-RATE for 2024-2025	0.015132651
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<b>DIFFERENCE IN MIL-RATE</b>	<b>0.000372206</b>
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<b>INCREASE IN MIL-RATE:</b>	<b>2.52%</b>
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**SUE SERINO**  
COUNTY EXECUTIVE



**HEIDI SEELBACH**  
COMMISSIONER

**CATHERINE WEISSE**  
DIRECTOR

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF FINANCE  
REAL PROPERTY TAX SERVICES DIVISION

TO: Village of Pawling  
FROM: Maggie Burns *MB*  
Supervisor of Tax Services  
RE: Village Taxable Assessed Value  
DATE: March 1, 2024

This is the current taxable value for your Village from the 2023 assessment roll.  
This value should be used when calculating your June 2024 Village tax rate.

TAXABLE TOTAL - 84,987,370

SPECIAL DISTRICT TOTAL -

OMITTED TAXES - \$ 3,149.72

(omitted taxes, if any, should be deducted from the amount of levy to be raised by taxes before figuring the tax rate)

R/S	Name	# Parcels	Land		Total Assessed Value	Taxable Value			
			Assessed Value	Land Value		County	Town/City	School	Village
1	Taxable	691	12,871,036	0	83,692,697	82,156,281	82,530,529	82,845,868	82,578,889
5	Special Franch.	4	0	0	460,395	460,395	460,395	460,395	460,395
6	Utility	13	217,304	0	1,948,086	1,948,086	1,948,086	1,948,086	1,948,086
8	Wholly Exmpt	57	4,031,000	0	37,320,750	0	0	0	0
Village Totals:		765	17,119,340	0	123,421,928	84,564,762	84,939,010	85,254,349	84,987,370 ✓

# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
A0.0599.001 Appropriated Fund Balance	200,738.00	488,926.00		272,939.00	
A0.1001.000 Real Property Taxes	1,289,234.00	1,245,236.00	1,216,442.59	1,218,694.00	1,218,507.77
A0.1090.000 Interest & Penalties on Real Prop Taxes	4,500.00	3,000.00	4,011.13	5,000.00	6,003.95
A0.1120.000 Non Property Tax Distribution by County	90,000.00	50,000.00	63,918.06	90,000.00	151,376.15
A0.1170.000 Franchise Tax - Comcast	21,000.00	21,800.00	12,384.29	21,500.00	21,464.43
A0.1260.000 Personnel Fees-Health	35,000.00	40,000.00	32,250.95	35,000.00	34,895.23
A0.1540.000 Fire Inspection Fees	5,000.00	2,000.00	7,100.00	1,800.00	8,400.00
A0.1603.000 Vital Statistics Fees	500.00	750.00	410.00	500.00	1,090.00
A0.2089.000 Other Culture & Recreation Income	25.00	20.00	20.00		20.00
A0.2110.000 Zoning Fees	500.00	1,500.00	350.00	1,500.00	1,850.00
A0.2110.002 Zoning Escrow	3,700.00		4,262.02		1,153.48
A0.2115.000 Planning Board Fees	3,500.00	2,500.00	10,740.00	5,000.00	3,900.00
A0.2115.001 Planning Board escrow	16,500.00		20,052.98		43,356.61
A0.2401.000 Interest & Earnings	10,000.00	8,000.00	16,235.94	1,250.00	18,514.98
A0.2410.000 Rental of Real Property -Hair Salon	18,000.00	17,330.00	14,421.00	14,533.00	16,365.00
A0.2411.000 PJSC RENTAL	7,000.00	12,000.00	4,083.33	12,000.00	12,000.00
A0.2555.000 Building and Alteration Permits - BP & MS	52,000.00	50,000.00	53,752.90	42,000.00	82,431.33
A0.2555.030 Building - Violations & Stop Work Orders	1,500.00		1,112.60		
A0.2590.000 Permits Other		25.00		50.00	25.00
A0.2610.000 Fines/Forfeited Bail- Parking Fines	2,500.00	1,500.00	4,055.00	3,000.00	117.00
A0.2650.000 Sales of Scrap and Excess Materials		500.00		500.00	785.76
A0.2665.000 Sales of Equipment					3,543.00
A0.2680.000 Insurance Recoveries			11,425.59		
A0.2690.000 Other Compensation for Loss			189,000.00		

# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
A0.2701.000 Refunds of Prior Year Expenditures			975.84		519.70
A0.2750.000 AIM-Related Payments				10,805.00	
A0.2770.000 Unclassified - Misc Revenue	7,550.00	1,200.00	-2,745.39		6,146.14
A0.3001.000 State Aid Revenue Sharing - AIM	10,805.00	10,805.00	10,805.00		10,805.00
A0.3005.000 State Aid Mortgage Tax - Bi-Annual	18,000.00	15,000.00	7,043.02	18,000.00	35,870.07
A0.3089.500 NYS AID - EPF Grant (for Comp.Plan Revision)		100,000.00			
A0.3501.000 State Aid Consolidated Highway Aid - (CHIPS)	77,809.00	77,809.00	77,809.51	77,840.00	
A0.3501.010 NYS AID - PAVENY	20,847.00	20,847.00	19,480.54	20,858.00	
A0.3501.020 NYS AID - Extreme Winter Recovery	16,921.00	16,921.00	35,500.00	16,921.00	
A0.3501.030 NYS AID - Pave Our Potholes (POP)	13,898.00	13,898.00			
A0.4089.010 Federal Aid - ARPA		231,999.00	8,480.00		85,149.19
<b>Total for Revenue</b>	<b>1,927,027.00</b>	<b>2,433,566.00</b>	<b>1,823,376.90</b>	<b>1,869,690.00</b>	<b>1,764,289.79</b>
A0.1010.100 Personal Services-BOARD	28,315.00	26,500.00	22,619.56	25,500.00	23,937.39
A0.1010.400 Contractual Expenses-BOARD	2,000.00	2,000.00		1,500.00	55.00
A0.1210.100 Personal Services-MAYOR	14,280.00	12,750.00	10,625.00	12,500.00	12,500.04
A0.1210.400 Contractual Expenses-MAYOR	1,500.00	1,500.00		1,500.00	
A0.1320.400 Contractual Expenses-AUDITOR	10,000.00	2,000.00			
A0.1325.100 Personal Services-TREASURER	55,000.00	61,000.00	52,584.74	58,000.00	58,223.10
A0.1325.400 Contractual Expenses-TREASURER	15,000.00	15,000.00	14,966.79	14,044.09	14,193.85
A0.1345.400 Purchasing - Contractual Office Supplies	3,000.00	3,200.00	3,033.14	3,200.00	2,564.56
A0.1362.400 Tax Advertising/Exps	1,200.00	1,000.00	995.68	1,000.00	937.57
A0.1380.400 Fiscal Agents Fees - Contractual	75.00	50.00	55.00	89.00	89.00
A0.1410.100 Personal Services-CLERK	75,850.00	74,000.00	59,769.16	71,000.00	71,273.10
A0.1410.400 Contractual Expenses-CLERK	700.00	700.00	284.29	700.00	786.08
A0.1420.400					

Date: 04/01/2024  
 Time: 8:06:07AM

# Annualized Planning Budget Report

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 Page: 3

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
ACCOUNT DESCRIPTION					
Contractual Expenses-LAW	130,000.00	300,000.00	116,107.89	250,000.00	265,223.81
A0.1420.401					
Planning Bd - Attorney	2,500.00		3,253.75		19,523.72
A0.1420.442					
Zoning - Attorney	1,800.00		1,466.25		500.00
A0.1440.401					
Planning Bd - Engineer	14,000.00		16,485.02		23,486.34
A0.1440.442					
Zoning - Engineer	1,800.00		1,470.00		490.00
A0.1620.400					
Contractual Expenses-BUILDINGS	55,000.00	58,000.00	29,970.94	58,000.00	58,334.37
A0.1620.410					
Bldg Renovations (ARPA)		76,999.00	40,092.00		
A0.1670.400					
Contractual Expenses-POSTAGE	5,500.00	5,000.00	4,017.68	5,250.00	7,127.86
A0.1680.400					
Computers and Technology	15,000.00	28,000.00	9,012.97	24,000.00	28,499.01
A0.1910.400					
Unallocated Insuranc	30,000.00	30,000.00	-18,467.27	44,271.99	44,271.99
A0.1920.400					
Municipal Assoc Dues	2,000.00	2,000.00	1,283.00	2,012.00	2,012.00
A0.1950.400					
Property Tax on Muni Property	5,100.00		-4,793.64		4,793.64
A0.1990.400					
Contngt Acct-Budget	50,000.00	50,000.00			
A0.3120.100					
Personal Services- Cross Grd.				1,956.00	1,956.00
A0.3120.400					
Contractual Expenses-SHERIFF'S	250,000.00	250,000.00	165,096.56	250,000.00	230,744.05
A0.3320.100					
Personal Services - PARKING ENFORCEMENT	15,000.00	15,000.00	9,824.00	13,600.00	11,226.40
A0.3320.400					
Contractual Expenses - PARKING ENFORCEME	3,500.00	3,500.00	869.45	2,526.33	10,714.33
A0.3620.100					
Personal Services- BLDG DEPT	24,750.00	22,500.00	18,353.60	26,000.00	21,420.00
A0.3620.400					
Safety Inspection - Contractual (Bldg Dept)	82,000.00	8,000.00	93,184.02	155,262.83	227,887.10
A0.3620.410					
146 E Main St- (Bldg Dept)	18,000.00	142,000.00	660.00	170.00	170.00
A0.3620.420					
Coordination & Services (Bldg Dept)	16,000.00		150.02		
A0.3620.430					
Violations & Stop Work Orders (Bldg Dept)	1,500.00				
A0.3620.440					
Fire Code Enforcement (Bldg Dept)	5,000.00				
A0.3620.460					
MS4 Program	20,000.00				
A0.4020.400					

# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
ACCOUNT DESCRIPTION Registrar of Vital Statistics - Contractual	500.00	750.00	340.00	950.00	1,130.00
A0.5110.100					
Maintenance of Roads - Personal Services	120,000.00	123,674.00	84,615.10	100,813.00	100,652.63
A0.5110.200					
Maintenance of Roads - Equipment and Capital C	15,000.00	2,000.00		1,000.00	
A0.5110.210					
Equip.- St. Maint. (ARPA) mini-excavator		95,000.00			85,149.19
A0.5110.400					
Maintenance of Roads - Contractual	30,000.00	25,000.00	31,980.34	21,633.29	23,948.84
A0.5112.200					
C H I P S Road Improvements	77,809.00	77,809.00		97,290.05	97,290.05
A0.5112.210					
PAVENY	20,847.00	20,847.00			
A0.5112.220					
Extreme Winter Recovery (EWR)	16,921.00	16,921.00			
A0.5112.230					
Pave Our Potholes (POP)	13,878.00	13,898.00			35,500.00
A0.5132.100					
Garage - Personal Services	62,000.00	68,021.00	33,502.87	54,330.31	57,548.50
A0.5132.200					
Garage - Equipment and Capital Outlay	2,500.00	2,500.00		2,500.00	
A0.5132.400					
Garage - Contractual	65,000.00	60,000.00	30,389.26	55,000.00	57,521.39
A0.5142.100					
Personal Services- SNOW REMOVAL	15,000.00	18,551.00	14,729.16	10,256.71	10,256.71
A0.5142.200					
Equipment- SNOW REMOVAL	2,000.00	3,000.00			
A0.5142.400					
Contractual Expenses- SNOW REMOVAL	2,000.00	55,000.00	14,062.00	25,000.00	20,936.41
A0.5182.400					
Contractual Expenses- ST LIGHTING	65,000.00	60,000.00	36,713.42	46,828.85	54,089.77
A0.5182.410					
Repairs & Supplies - ST LIGHTING	15,000.00	2,500.00		2,500.00	
A0.5410.400					
Contractual Expenses- SIDEWALKS	25,000.00	25,000.00		20,000.00	
A0.6410.400					
Contractual Exp- PUBLICITY	5,000.00	1,000.00			
A0.7110.400					
Contractual Expenses - PARKS	5,000.00	5,000.00	2,853.21	10,000.00	9,678.99
A0.7110.410					
Contractual Exp - Parks (ARPA) speakers		20,000.00	16,960.00		
A0.7550.400					
Contractual Expenses- CELEBRATIONS	1,000.00	1,000.00	637.19	12,000.00	828.21
A0.8010.100					
Personal Services - ZONING	12,375.00	11,250.00	8,961.25	10,400.00	9,409.00
A0.8010.400					
Contractual Expenses- ZONING	5,000.00	10,500.00	100.00	15,087.00	2,805.79
A0.8010.410					



# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
ACCOUNT DESCRIPTION					
Contract'l Exp Zoning(ARPA)ecodes	9,000.00	20,000.00	8,525.00		3,410.00
A0.8010.420					
Comprehensive Plan zoning revisions	4,500.00	50,000.00			
A0.8010.442					
Zoning - Public Notices	150.00		125.77		163.48
A0.8020.100					
Personal Services - PLANNING	12,375.00	11,250.00	11,721.44	10,890.00	11,590.00
A0.8020.400					
Contractual Expenses- PLANNING	5,000.00	10,000.00	2,359.84	15,087.04	8,199.52
A0.8020.401					
Planning Bd - Public Notices	350.00		355.22		346.55
A0.8020.410					
Comprehensive Plan planning revisions	10,000.00	50,000.00			
A0.8170.100					
Personal Services-ST CLEANING	3,000.00	3,092.00	152.00	2,800.00	400.41
A0.8170.200					
Equipment- ST CLEANING	1,000.00	1,000.00		1,000.00	
A0.8170.400					
Contractual Expenses- ST CLEANING	7,000.00	7,000.00	30.91	7,000.00	3,717.79
A0.8510.400					
Community Beautifications	1,000.00	5,000.00		3,000.00	
A0.8510.410					
Community Beautification - (ARPA) trees	20,000.00	20,000.00			
A0.8540.100					
Personal Services - DRAINAGE	1,200.00	1,067.00		1,067.00	1,104.54
A0.8540.400					
Contractual Expenses - DRAINAGE	2,500.00	1,000.00	12,109.10	3,000.00	1,637.39
A0.9010.800					
NY State Retirement	39,700.00	38,540.00	37,431.10	36,179.00	29,317.98
A0.9030.800					
Social Security - Employee Benefits	24,750.00	27,817.00	20,267.11	25,471.00	24,231.17
A0.9035.800					
Medicare Tax	5,980.00	6,506.00	4,739.77	5,957.00	5,667.25
A0.9040.800					
Workmans Compensatn	27,000.00	26,500.00	19,870.00	24,450.93	24,450.93
A0.9050.800					
Unemployment Insurance - Employee Benefits	1,200.00	1,300.00		2,500.00	603.59
A0.9060.800					
Hospital & Medical Insurance - Employee Benefi	183,000.00	182,636.00	159,043.65	179,556.54	179,556.54
A0.9730.600					
Bond Anticipation Notes - Debt Principal	32,000.00	54,000.00	54,000.00	43,200.00	43,200.00
A0.9730.700					
Bond Anticipation Notes - Debt Interest	4,122.00	6,938.00	6,936.06	860.04	860.04
<b>Total for Expense</b>	<b>1,927,027.00</b>	<b>2,433,566.00</b>	<b>1,266,480.37</b>	<b>1,869,690.00</b>	<b>2,048,142.97</b>
<b>Excess of Revenue for Fund: A0 - GENERAL</b>	<b>0.00</b>	<b>0.00</b>	<b>556,896.53</b>	<b>0.00</b>	<b>-283,853.18</b>

# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
F0.0599.001 Appropriated Fund Balance		62,750.00		125,855.00	
F0.2140.000 Metered Water Sales	460,000.00	502,900.00	321,004.18	395,578.00	353,556.17
F0.2144.000 WATER HOOKUP CHARGES	500.00		500.00		1,000.00
F0.2144.001 WATER HOOKUP ESCROW			18,202.38		4,000.00
F0.2401.000 Interest & Earnings	2,000.00	950.00	2,712.64	400.00	2,643.86
F0.2401.010 Interest Subsidy	28,309.00		28,817.20		7,989.49
F0.2660.000 SALE OF REAL PROPERTY					144,000.00
F0.2690.000 Other Compensation for Loss			20,000.00		
F0.2701.000 REF PRIOR YR EXP					1,999.25
<b>Total for Revenue</b>	<b>490,809.00</b>	<b>566,600.00</b>	<b>391,236.40</b>	<b>521,833.00</b>	<b>515,188.77</b>
F0.1380.400 Fiscal Agent Fees	100.00	25.00	79.77	50.00	30.00
F0.1420.400 Contractual Expenses- Law	13,800.00	12,000.00	13,165.25	10,000.00	11,144.37
F0.1910.400 UNALLOCATED INSURANCE	12,000.00	11,000.00		10,600.00	11,808.51
F0.1950.400 Taxes & Assessmts on Municipal Property					613.24
F0.1990.400 Contingent Account	20,000.00	20,000.00		30,000.00	
F0.8310.400 Contractual Exp- Water Administration	120,000.00	150,000.00	89,489.55	130,000.00	159,076.46
F0.8320.200 Equipment- SOURCE OF SUPPLY		5,000.00		8,000.00	
F0.8320.400 Contractual Exp- SOURCE OF SUPPLY, POWE	100,000.00	170,000.00	74,358.52	150,000.00	100,659.10
F0.8320.410 Contractual Exp -Baxter Lower Well water sourc			2,759,071.61		323,818.76
F0.8340.100 Personal Services- TRANS & DISTRBTN	25,000.00	11,000.00	20,199.50	16,803.00	19,336.64
F0.8340.200 Equipment- TRANS & DISTRBTN			1,000.00	1,000.00	
F0.8340.400 Contractual Exp- TRANS & DISTRBTN	70,000.00	40,000.00	68,140.70	35,000.00	29,049.76
F0.9010.800 RETIREMENT	1,300.00	1,101.00	1,069.46	1,034.00	837.66
F0.9030.800 Social Security	1,600.00	682.00	1,247.32	1,042.00	1,191.98
F0.9035.800					

# Annualized Planning Budget Report

## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
Medicare Tax	406.00	160.00	291.75	244.00	278.78
<b>F0.9710.600</b>					
Serial Bond-Principl	40,000.00	85,000.00	85,000.00	40,000.00	40,000.00
<b>F0.9710.700</b>					
Serial Bond-Interest	86,603.00	59,632.00	88,447.76	2,268.00	26,235.61
<b>F0.9730.600</b>					
B A N - Principal				63,000.00	13,000.00
<b>F0.9730.700</b>					
B A N - Interest				22,792.00	8,341.35
<b>Total for Expense</b>	<b>490,809.00</b>	<b>566,600.00</b>	<b>3,200,561.19</b>	<b>521,833.00</b>	<b>745,422.22</b>
<b>Excess of Revenue for Fund: F0 - WATER</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,809,324.79</b>	<b>0.00</b>	<b>-230,233.45</b>

<b>Annualized Planning Budget Report</b>
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## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
CL.2130.000 Refuse and Garbage	268,268.00	233,562.00	230,523.94	227,205.00	229,647.64
CL.2401.000 INTEREST ON EARNINGS	3,000.00		4,417.67		3,823.47
<b>Total for Revenue</b>	<b>271,268.00</b>	<b>233,562.00</b>	<b>234,941.61</b>	<b>227,205.00</b>	<b>233,471.11</b>
CL.1380.400 fiscal agent fees	10.00		5.00		
CL.1990.400 Contingency Account	5,000.00	5,000.00		5,000.00	
CL.8160.100 Personal Services- GARBAGE	84,000.00	80,500.00	74,006.31	78,500.00	80,919.95
CL.8160.400 Contractual Expenses- GARBAGE	138,000.00	132,103.00	81,699.01	128,199.00	127,400.53
CL.9010.800 NYS RETIREMENT	11,000.00	9,800.00	9,090.41	9,500.00	7,120.08
CL.9030.800 Social Security	5,000.00	4,991.00	4,569.91	4,867.00	4,994.27
CL.9035.800 Medicare Tax	1,253.00	1,168.00	1,068.82	1,139.00	1,167.98
CL.9730.600 B.A.N. - Principal	22,273.00				
CL.9730.700 B.A.N. - Interest	4,732.00				
<b>Total for Expense</b>	<b>271,268.00</b>	<b>233,562.00</b>	<b>170,439.46</b>	<b>227,205.00</b>	<b>221,602.81</b>
<b>Excess of Revenue for Fund: CL - REFUSE &amp; GARBAGE</b>	<b>0.00</b>	<b>0.00</b>	<b>64,502.15</b>	<b>0.00</b>	<b>11,868.30</b>

<b>Annualized Planning Budget Report</b>
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## VILLAGE OF PAWLING

For Fiscal Year: 2025

ACCOUNT ACCOUNT DESCRIPTION	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
G0.2374.000 sewer Svcs-Other Gv	115,000.00	112,596.00	64,773.55	100,671.00	89,789.97
G0.2392.000 DEBT SERVICE OTR GVT	307,828.00	302,877.00		297,912.00	297,912.00
<b>Total for Revenue</b>	<b>422,828.00</b>	<b>415,473.00</b>	<b>64,773.55</b>	<b>398,583.00</b>	<b>387,701.97</b>
G0.1380.400 Fiscal Agent Fees	25.00	25.00		25.00	33.00
G0.8110.100 Personal Services- SEWER	88,600.00	86,950.00	67,044.60	74,000.00	76,843.51
G0.9010.800 NYS RETIREMENT	6,675.00	6,056.00		5,685.00	4,607.11
G0.9030.800 Social Security	5,850.00	5,391.00	4,156.88	4,588.00	4,763.54
G0.9035.800 Medicare Tax	1,450.00	1,261.00	972.22	1,073.00	1,114.12
G0.9060.800 HEALTH INSURANCE	12,400.00	12,913.00		15,300.00	
G0.9710.600 Serial Bonds-Prncpl	307,828.00	302,877.00		297,912.00	297,912.00
<b>Total for Expense</b>	<b>422,828.00</b>	<b>415,473.00</b>	<b>72,173.70</b>	<b>398,583.00</b>	<b>385,273.28</b>
<b>Excess of Revenue for Fund: G0 - SEWER</b>	<b>0.00</b>	<b>0.00</b>	<b>-7,400.15</b>	<b>0.00</b>	<b>2,428.69</b>

**Village of Pawling  
Salaries  
F/Y 2024-2025**

<b>Name</b>	<b>Position</b>	<b>Pay</b>
Osborn, Jennifer	Village Clerk	\$ 75,850.00
McQuaid, Illyza	Village Treasurer/Deputy Clerk	\$ 55,000.00
Nikolatos, Vivian	Secretary to Bldg, Planning, & Zoning	\$ 49,500.00
Musella, Louis	Civilian Patrol Officer	\$ 17.00
Greges, James	Working Highway Supervisor	\$ 73,000.00
Lansing, Francis	Laborer	\$ 26.63
Brown, Michael	Laborer	\$ 23.44
Gruendle, Jay R	Laborer	\$ 22.00
Ursprung, Eric	Laborer	\$ 22.00
Sterry, Tom	Laborer	\$ 20.00
	Laborer (Seasonal)	\$ 17.00
	Laborer (Seasonal)	\$ 17.00
Taylor, Lauri	Village Mayor	\$ 14,280.00
Locascio, Gerald	Village Trustee/Deputy Mayor	\$ 7,840.00
Burweger, John	Village Trustee	\$ 6,825.00
Arthur Guzzo	Village Trustee	\$ 6,825.00
Stephen Pezzella	Village Trustee	\$ 6,825.00



**VILLAGE OF PAWLING  
STORMWATER MANAGEMENT PLAN**

*Village of Pawling - Stormwater Management Plan*



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# ***Village of Pawling - Stormwater Management Plan***

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# *Village of Pawling - Stormwater Management Plan*



## Introduction

The Stormwater Management Program Plan documents the actions the Village of Pawling will take in an effort to reduce pollution discharged to the waters of New York State. Throughout New York, local governments are designated as a Municipal Separate Storm Sewer System (MS4) based on a set of criteria that includes population and density, as well as environmental factors. Based on these criteria, the Village of Pawling has been designated a MS4 municipality.

The Village of Pawling has created this Stormwater Management Plan (SWMP) to comply with the New York State Department of Environmental Conservation General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-24-001). As a designated MS4, the Village of Pawling is operating under the SPDES permit NYR 20A477.

Part IV of GP-0-24-001 requires MS4 Operators to “develop, implement, and enforce a SWMP to reduce the discharge of pollutants to the MEP, that may enter into and be discharged from their MS4.” This SWMP will provide the framework for the compliance of the final GP-0-24-001. This SWMP is a consolidation of all of the MS4 Operators relevant laws, policies, and procedures used to best address water quality issues and reduce the discharge of pollutants to the maximum extent practicable (MEP).

In addition to working within the Village of Pawling as the municipal entity, staff and elected officials will also collaborate with organizations and/or individuals in an effort to most effectively work towards identifying and implementing best practices to remain compliant. An organizational chart showing roles and responsibilities for the Village of Pawling can be found in Appendix I.

This SWMP will identify and describe six minimum control measures (MCM) as specified in the final GP-0-24-001 which are consistent with 40 CFR 122.34(a). These MCM’s include:

1. Public Education and Outreach
2. Public Involvement / Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Stormwater Management
6. Pollution Prevention / Good Housekeeping for Municipal Operations

It is the goal of the Village of Pawling to review this SWMP on an annual basis and update the document as necessary in an effort to ensure the most recent best practices are incorporated into the plan, as well as maintain compliance with updated rules, regulations, and/or permits.

Waterbodies of concern for the Village of Pawling includes the Swamp River Watershed and the East Branch of the Croton Reservoir Watershed. A Map of the Village of Pawling showing these waterbodies can be found in Appendix III. Additional mapping is available on request at the Village of Pawling offices.



# Village of Pawling - Stormwater Management Plan

## Document History

Date	Author	Revision Summary
2/12/2024	Village Clerk	Creation of initial document

***Village of Pawling - Stormwater Management Plan***



List of Commonly Used Abbreviations

Abbreviation	Meaning
<b>BMP</b>	Best Management Practices
<b>DEC</b>	Department of Environmental Conservation
<b>EPA</b>	Environmental Protection Agency
<b>MCM</b>	Minimum Control Measures
<b>MS4</b>	Municipal Separate Storm Sewer Systems
<b>SPCC</b>	Spill Prevention Control Countermeasures
<b>SWMP</b>	Stormwater Management Plan
<b>TMDL</b>	Total Maximum Daily Load

## *Village of Pawling - Stormwater Management Plan*



### Minimum Measure 1: Public Education and Outreach

#### 1.0 Public Education and Outreach

The Public Education and Outreach minimum measure consists of Best Management Practices (BMPs) that focus on the development of educational materials designed to inform the public about the impacts that storm water discharges have on local water bodies and the steps that the public can take to reduce pollutants in storm water runoff.

The BMPs describe how individuals and households will be informed about the steps they can take to reduce storm water pollution; how individuals and groups will be informed on how to become involved in the storm water program; and the mechanisms that will be used to reach target audiences. The target audiences for the education program are specified in education- related BMPs described in the other minimum control measures. The target audiences were selected based on regulation requirements and based on the goal of educating the community about the impacts that storm water discharges have on local water bodies and the steps that the public can take to reduce pollutants in storm water runoff.

The Public Education and Outreach program and BMPs, in combination, are expected to reach all of the constituents within the MS4's permitted boundary. The targeted pollutant sources are construction site runoff, impacts from new and re-development, illicit discharges and other pollutant sources as identified to be of concern in the NYC Watershed known as the East of Hudson which has an approved TMDL for Phosphorous. Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure.

Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.

Target audiences include construction operators, design professionals, residents, business owners, and municipal employees. Appropriate education and educational materials will be made available through multiple formats with the goal of raising awareness, motivating individuals to comply with BMP's, and ultimately the reduction of stormwater runoff.



## Village of Pawling - Stormwater Management Plan

### 1.1 Best Management Practices Implemented or Underway (MM-1)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Stormwater Webpage	Raise awareness and educate	Village Clerk	General Public, Businesses, Construction Operators, Schools	A centralized location for the SWMP, annual reports, educational materials, complaint form, and contact information for the SMO.
Post Annual Reports as they are completed	Raise awareness and promote transparency	Village Clerk	General Public	Required reporting of the annual report to promote transparency.
Post the Stormwater Management Plan	Raise awareness and compliance	Village Clerk	General Public, Businesses, Construction Operators, Schools	Opportunity for public involvement/participation in the development and implementation of the SWMP.
List Public involvement programs	Raise awareness and educate	Village Clerk	General Public	Provide the public a list of alternative agencies and/or programs
List training opportunities for Contractors and others as they become available	Provide educational opportunities regarding stormwater	Village Clerk	General Public, Businesses, Construction Operators, Schools	Provide educational opportunities to
Provide a Link to the Dutchess County Soil and Water Conservation District Web Page	Raise awareness and educate	Village Clerk	General Public	Provide the public with pamphlets and other educational materials to raise awareness and educate regarding stormwater management.
Provide a link to the Dutchess County Watersheds Web page	Raise awareness and educate	Village Clerk	General Public	Provide the public with additional available resources that can raise awareness and educate regarding stormwater management.
Information displays	Raise awareness and educate	Village Clerk	General Public	Provide the public with information regarding stormwater management.
Letter on Leaf Pick-up	Raise awareness and educate	Village Clerk	General Public	Send letter to all residents explaining the leaf pick-up process and provide information about water quality impacts of improperly handled leaves.
Brochure on Phosphorous	Raise awareness and educate	Village Clerk	General Public	Brochure will be available on the Village website and available in the Village Hall.



## Minimum Measure 2: Public Involvement

### 2.0 Public Involvement

The Public Involvement/Participation minimum measure consists of Best Management Practices (BMPs) that focus on involving the local public in development and implementation of the SWMP. Compliance with State and local public notice requirements will facilitate involvement of the public in development, submittal (NOI and SWMP), and implementation of the public involvement/participation program. The BMPs describe the plan to actively involve the public in development and implementation of the SWMP and the types of public involvement activities included in the program.

The target audiences for the public involvement program are all groups that may have an interest in the particular BMPs. This includes all ethnic and economic groups and the general public located within the boundaries of the Village of Pawling. Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure. Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.

The public is encouraged to work with the Village of Pawling's Stormwater Management Officer (SMO) in an effort to best minimize the impacts to our waterways. Public involvement through the reporting of illicit discharges, collaborating with the development of stormwater planning, supporting plan objectives, etc. are valuable parts of an effective stormwater management plan.

## Village of Pawling - Stormwater Management Plan



### 2.1 Best Management Practices Implemented or Underway (MM-2)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Establish a reporting number for individuals to report spills, dumping, construction sites of concern, etc.	To encourage the public to report any type of stormwater pollution	Village Clerk	Businesses, Construction Operators, General Public, Residents, etc.	Document and record the number of phone calls reporting stormwater pollution. Document complaints received and the actions taken.
Public Review of Annual Report	To encourage public participation and meet permit requirements.	Village Board and Village Clerk	Businesses, Construction Operators, General Public, Residents, etc.	Each MS4 prepares an individual MS4 Annual Report and submits the report. The draft report is posted on the Village's website for public comments. The final report is submitted to the DEC.
General education and outreach efforts	The stormwater display, webpage, brochures, scheduling and appearance at public events, and other similar activities are all designed to reach out to and engage members of the public regarding the importance of stormwater issues	Dutchess County MS4 Committee	Businesses, Construction Operators, General Public, Residents, etc.	Continue to develop and/or update innovative stormwater education and outreach materials. Continue to identify opportunities for citizen engagement with regard to the stormwater program
Public review of Stormwater	To encourage public	Village Clerk	Businesses, Construction Operators, General Public,	Review the SWMP plan at a Village Board Meeting and post a draft on the Village's website to solicit public





## *Village of Pawling - Stormwater Management Plan*

Management Plan	participation in the planning phase of the Village's SWMP	Residents, etc.	comment. Provide hard copies of the SWMP plan to the local library.
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## Minimum Measure 3 Illicit Discharge Detection and Elimination

### 3.0 Illicit Discharge Detection and Elimination

The Illicit Discharge Detection and Elimination minimum measure consists of Best Management Practices (BMPs) that focus on the detection and elimination of illicit discharges into the MS4. Illicit discharges are generally defined as discharges that are not stormwater and are likely to cause an impairment to the receiving waters. A storm sewer system map showing the location of all outfalls and the names and location of all receiving waters has been developed from existing mapping information, e.g. GIS map bases for accurate maps and the US Census Bureau Tiger/Line 2000 maps for the MS4 Permit Manager.

The BMPs describe map update procedures; the legal authority mechanism (to the extent allowable under State and local law) which will be used to effectively prohibit illicit discharges; enforcement procedures and actions to ensure that the regulatory mechanism is implemented; the dry weather screening program and procedures for tracing and locating the source of an illicit discharge; procedures for locating priority areas; and procedures for removing the source of the illicit discharge.

BMPs focusing on education and training of public employees, businesses, and the general public with regard to the hazards associated with illegal discharges and improper disposal of waste are described in the Public Education minimum measure. Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure. Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.

Priority areas for the detection and elimination of illicit discharge are the Swamp River Reservoir and the East Branch Croton Reservoir. The public is encouraged to report illicit discharge to the SMO by calling the Village of Pawling at (845) 855-1128, emailing at [stormwater@villageofpawling.org](mailto:stormwater@villageofpawling.org), and/or submitting the Illicit Discharge Reporting form located in Appendix II of this document and on the Village Website.

Monitoring through inspection and sampling will be completed on a regular basis with the results documented and made available on the Village website. Illicit discharges found will be investigated and documented. The designated Stormwater Management Officer (SMO) will be responsible for investigating and documenting any illicit discharges.



## Village of Pawling - Stormwater Management Plan

### 3.1 Best Management Practices Implemented or Underway (MM-3)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Catch Basin Inspection	Identification of illicit discharges	SMO, Highway Department	Construction operators and their subcontractors	Catch basin inspections as a preventative measure throughout the village at a frequency of once a year and more frequently at active construction sites.
Outfall Inspections/Surveillance	Identification of illicit discharges	SMO	Construction operators and their subcontractors	Outfall verification within the Village of Pawling at a minimum of once every five years with documentation.
Construction Oversight Program	Visit and inspect construction to ensure compliance and document findings	SMO	Construction operators and their subcontractors	Frequent site visits with review of documentation, certifications, and site conditions to ensure compliance with required stormwater management procedures.
Outfall Mapping	Identify boundaries	SMO, Village Board, Highway Department	SMO, Highway Department, Construction Operators, and their Subcontractors.	Verification of outfall locations.



## Minimum Measure 4 - Construction Site Runoff

### 4.0 Construction Site Runoff

The Construction Site Runoff minimum measure consists of Best Management Practices (BMP's) that focus on the control of sediment from sites above 5000 SF and the reduction of pollutants in any storm water runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants in storm water discharges from construction activity disturbing less than one acre will be considered if it is part of a larger common plan of development that would disturb one acre or more.

The BMPs describe the legal authority mechanism (to the extent allowable under State and local law) which will be used to require erosion and sediment controls; enforcement procedures and actions to ensure compliance; requirements for construction site operators to implement appropriate erosion and sediment control BMPs; requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site; procedures for site plan review which incorporate the consideration of potential water quality impacts; procedures for receipt and consideration of information submitted by the public; and procedures for site inspection and enforcement of control measures.

Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure. Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.



## Village of Pawling - Stormwater Management Plan

### 4.1 Best Management Practices Implemented or Underway (MM-4)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Construction SWPPP Review	Ensure compliance with SPDES General Permit	SMO, Planning Board, Consultant Engineer	Construction Site Operators, Applicants	Construction oversight to include training, mitigation measures, etc.
SWPPP Compliance Inspection and Enforcement	Ensure compliance with SPDES General Permit	SMO, Consultant Engineer	Construction Site Operators	Oversite of construction sites with site inspection, review of mitigation management, and enforcement as per Village Code.
Public Complaints	To identify potential violations of the SWMP	SMO, Consultant Engineer	Construction Site Operators, Businesses, Other Potential Violators	A system of collecting complaints, investigation, and documentation of outcome with proper enforcement as appropriate.
Construction Site Runoff Education	Provide contractors with education regarding stormwater management	SMO, Consultant Engineer	Construction Site Operators	Early and frequent education for construction operators and their subcontractors on how to best comply with stormwater management procedures and the penalties for failure to comply.
Provide the local construction community copies of the Stormwater Management Law	Educate local construction operators	SMO, Planning Board, Consultant Engineer	Construction Site Operators	Hard and electronic copies of the Village's Stormwater Management Law with emphasis on the need for compliance.



## Minimum Measure 5 - Post-Construction Site Runoff

### 5.0 Post Construction Site Runoff

The Post-Construction Storm Water Management minimum measure consists of Best Management Practices (BMP's) that focus on the prevention or minimization of water quality and quantity impacts from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that discharge into the small MS4. The BMPs describe structural and/or non-structural practices; the legal authority mechanism (to the extent allowable under State and local law) which will be used to address post-construction runoff from new development and redevelopment projects; and procedures to ensure long term operation and maintenance of BMPs.

BMPs focusing on education programs for developers and the general public with regard to project designs that minimize water quality and quantity impacts are described in the Public Education minimum measure. Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure. Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.



## Village of Pawling - Stormwater Management Plan

### 5.1 Best Management Practices Implemented or Underway (MM-5)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Inspection of items identified in maintenance agreements	Ensure compliance with Stormwater Management Post-Construction	Planning board and SMO	Construction Site Operators, Applicants	A program of post-construction of stormwater management and maintenance programs for post-construction sites with documentation.
Post Construction Inspection and Maintenance Program	Visit and inspect closed construction sites to ensure compliance and document findings	SMO	Construction operators and their subcontractors	A program of post-construction of stormwater management and maintenance programs for post-construction sites with documentation.



## Minimum Measure 6 Pollution Prevention/Good Housekeeping

### 6.0 Pollution Prevention/Good Housekeeping

The Pollution Prevention / Good Housekeeping minimum measure consists of Best Management Practices (BMP's) that focus on training and on the prevention or reduction of pollutant runoff from municipal operations. The BMPs describe the use of available training materials available from the EPA, New York State, or other organizations; specific municipal operations that are impacted by the proposed operation and maintenance programs (BMPs); a list of village-owned industrial facilities which require other storm water discharge permits; maintenance activities, schedules and long term inspection procedures for controls to reduce floatables and other pollutants; controls for reducing or eliminating the discharge of pollutants from streets, roads, highways, municipal parking lots, maintenance and storage yards, waste transfer stations fleet or maintenance shops with outdoor storage areas, and salt/sand storage locations and snow disposal areas; procedures for the proper disposal of waste removed from the MS4 and municipal operations, including dredge spoil, accumulated sediments, floatables and other debris; and procedures to ensure that new flood management projects are assessed for impacts on water quality and existing projects are assessed for incorporation of additional water quality protection devices or practices.

Evaluation of the success of this minimum measure will be through careful analysis of the measurable goals for each BMP included in this minimum measure. Measurable goals for each BMP were selected by formulating attainable goals for the various BMP implementation steps or tasks. The responsibility for implementation of this minimum measure is described with each BMP procedure.





## Village of Pawling - Stormwater Management Plan

### 6.1 Best Practices Implemented or Underway (MM-6)

Description of Activity	Purpose	Responsibility	Targeted Audiences	Annual Compliance Requirements
Identify municipal employees that will be trained and provide training	Educate employees how they may impact stormwater	Village Clerk	Highway, Maintenance, Joint Sewer Commission personnel.	Names, titles, and contact information will be maintained at the Village offices of individuals who have received training and will be reviewed annually.
Reduce landscaping and lawn care waste from Village owned properties	Reduction of waste into stormwater	Village Highway Supervisor	Highway, Maintenance, Joint Sewer Commission personnel.	Reduction of potential pollutant generating activities on Village owned properties.
Building and facility maintenance	Minimize and/or eliminate maintenance activities that may impact stormwater	Village Highway Supervisor	Highway, Maintenance, Joint Sewer Commission personnel.	A list of Village facilities and comprehensive site assessments will be completed and maintained.
Hazardous and waste materials management	Ensure that hazardous and waste materials do not enter local waterbodies	Village Highway Supervisor	Highway, Maintenance, Joint Sewer Commission personnel.	Ensure that all materials are stored in closed, labeled containers — if stored outside, drums should be placed on pallets, away from storm receivers — inside storage areas should be located away from floor drains.- Eliminate floor drain systems that discharge to storm drains, if possible.- Use a pretreatment system to remove contaminants prior to discharge.- Reduce stock of materials "on hand" — use "first in/first out" management technique.- Use the least toxic material (i.e. non-hazardous) to perform the work.- Install/use secondary containment devices where appropriate.- Eliminate wastes by incorporating coating/solvent mixtures into the original coating material for reuse.- Recycle materials if possible, or ensure proper disposal of wastes



## Village of Pawling - Stormwater Management Plan

Spill and response prevention	Comply with federal and state spill control and counter measure regulations	Village Highway Supervisor	Highway, Maintenance, Joint Sewer Commission personnel.	Evaluate each village owned facility and determine if Spill Prevention Control Countermeasure Plans (SPCC) are required. Develop and maintain plans for facilities that require plans. Comply with SPCC plan requirements including employee training, maintaining spill prevention equipment, keeping all materials properly stored, and labeled containment systems. Maintain SPCC records and report as required.
Roadway and bridge maintenance	Reduce stormwater quality impacts	Village Highway Supervisor	Highway, Maintenance personnel.	Assess current roadway maintenance activities to determine if modification to current practices would benefit stormwater quality. Identify alternative practices that would reduce the discharge of road-materials during construction or maintenance activities. Revise roadway maintenance specifications according to identified alternative practices. Maintain records of road maintenance activities and the use of alternative maintenance practices. Incorporate preventive maintenance and planning for regular operations & maintenance activities. Pave in dry weather only. Stage road operations and maintenance activity (patching, potholes) to reduce spillage. Cover catch-basins and manholes during this activity.
Street cleaning and maintenance	Reduction of stormwater quality impacts	Village Highway Supervisor	Highway, Maintenance personnel.	Streets and roadways are swept throughout the Village in order to reduce the amount of sediment and associated pollutants discharged to the MS4 from roadways. Perform sweeping operations in dry weather only. Maintain records of streets that have been cleaned. Adjust sweeping schedules according to program needs. VII. B. 7. A.
Solid Waste Management	Reduction of stormwater quality impacts	Village Clerk	Highway, Maintenance personnel.	Weekly pickup of solid waste throughout the village reducing the potential of impacts to the stormwater system.
Stormwater	Reduction of	Village Highway	Highway, Maintenance,	Reduction of stormwater impacts through regular



## Village of Pawling - Stormwater Management Plan

Conveyance System Inspection and Management	stormwater quality impacts	Supervisor	Joint Sewer Commission, Building Department personnel.	inspections and documentation of any stormwater conveyance systems.
Self-Assessment	Improve upon current operations in an effort to further reduce stormwater quality impacts	Village Highway Supervisor	Highway, Maintenance, Village, Joint Sewer Commission personnel.	The MS4 Permit requires that MS4s "perform a self-assessment of all municipal operations addressed by the SWMP to determine the sources of pollutants potentially generated by the permittee's operations and facilities; and identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program"
Dog Waste Receptacles	Reduce the possibility of waste from domestic animals impacting stormwater quality	Village Highway Supervisor	Local residents and/or visitors	Dog waste receptacles will be made available in areas where pets and domestic animals frequent.

## *Village of Pawling - Stormwater Management Plan*



### Reported Illicit Discharge Follow-up Procedure

All reported illicit discharge complaints will be documented. The following steps are to be followed when there is a report of an illicit discharge impacting the storm sewer system.

**Step 1:** Log complaint using the Stormwater Management Complaint Form. Make every effort to get as much information as possible when filling out this form.

**Step 2:** Inform the Stormwater Management Officer (SMO) of the illicit discharge complaint

**Step 3** The designated SMO is to perform a site visit as soon as possible. The SMO will investigate and document with pictures and notes regarding the conditions found.

**Step 4:** The SMO will determine if there is an illicit discharge.

**Step 5:** If an illicit discharge does not exist, contact the complainant, and close out the complaint. Document the complaint and the resolution. Place all documents in the MS4 file folder located in the Building Department office.

**Step 6** If an illicit discharge is determined to exist, the source of the discharge is to be identified (if possible).

If the source of the illicit discharge is able to be identified, the responsible party is to be contacted. The responsible party is to provide corrective actions needed and a time frame for the corrective actions to take place.

If the source of the discharge is not traceable, document effectively the actions taken to find the discharge and close out the complaint.

**Step 7:** If corrective actions are not completed, or if the illicit discharge is recurrent, refer to Village of Pawling Code Section 98.92, Administration and Enforcement, Section D, Enforcement and Penalties.

**Step 8:** Once corrective actions are complete, notify the complainant and close out the investigation. All documentation is to be placed in the MS4 file folder located in the Building Department office.



## *Village of Pawling - Stormwater Management Plan*

### Record Management

The Village of Pawling will collect and maintain information related to the MS4 for inclusion in its annual report. The "MS4 Municipal Compliance Certification and Annual Report Form" will be used as a guide for information to be collected and reported to the New York State Department of Environmental Conservation (NYSDEC).

The Village of Pawling will maintain records required by the general permit, including, but not limited to, records that document the Stormwater Management Plan (SWMP), records included in the SWMP, other records that verify reporting required by the permit, the Notice of Intent, past annual reports, and comments from the public, for a period of at least five (5) years after they are generated.

Records relating to the MS4 are available to the public for review at the Village of Pawling, 9 Memorial Avenue, Pawling, NY, 12564. The Village of Pawling will make records relating to MS4 available on the Village website as it is practicable.

# Village of Pawling - Stormwater Management Plan



## Appendix I - Staffing Plan and Responsibilities

The following graphic represents the roles and responsibilities within the Village of Pawling as it relates to the MS4 and the implementation of the BMP's documented in the Stormwater Management Plan.

Village Board	Planning Board	Village Engineer	Highway Department	Building Department/SMC
Adoption of MS4	Land Development Review	Review of SWPPPs	Catch Basin Inspection and Repair	Code Enforcement
Adoption of Village Code		Update Mapping	Street Sweeping	Site Visits and Inspections
Budgeting for MS4 Activities		Assist with IDDE Program	Recycling	Point of Contact
		Assist with Post-Construction Inspection Program	Garbage Collection	Public Education
			Leaf Collection	Dry Weather Discharge Survey
				Attends Pre-Con Meetings
				Follow-up on Complaints

# Village of Pawling - Stormwater Management Plan



## Appendix II - Illicit Discharge Reporting Form



**Village of Pawling Building Department**  
**9 Memorial Avenue**  
**Pawling, NY 12564**

**Tel: (845) 855-1128**

**Fax: (845) 855-9317**

**Email: [bldgsecy@villageofpawling.org](mailto:bldgsecy@villageofpawling.org)**

### Illicit Discharge Report Form

Please fill out this form if you wish to report pollution discharges (illicit discharges) such as:

- Intentional dumping of trash, yard waste, used motor oil & petroleum products, anti-freeze, paint, solvents, pet waste, soaps, detergents, sewage, pesticides, herbicides, fertilizers, chemicals, swimming pool backwash or other pollutants into a storm drain, ditch line, drainage swale, waterbody, watercourse or wetland.
- Any of the above pollutants discharging from an outfall pipe.
- Sanitary sewer overflows.
- Discharges of silt and/or sediment from construction sites and/or exposed soils into a storm drain, ditch line, drainage swale, waterbody, watercourse or wetland.
- Suspected illegal dumping sites.
- Any hazardous material or waste not listed above.

<b>Suspected Illicit Discharge</b>	
<b>Location</b>	
<b>Nearest Intersection</b>	
<b>Date &amp; Time</b>	
<b>Other Comments</b>	
<b>Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

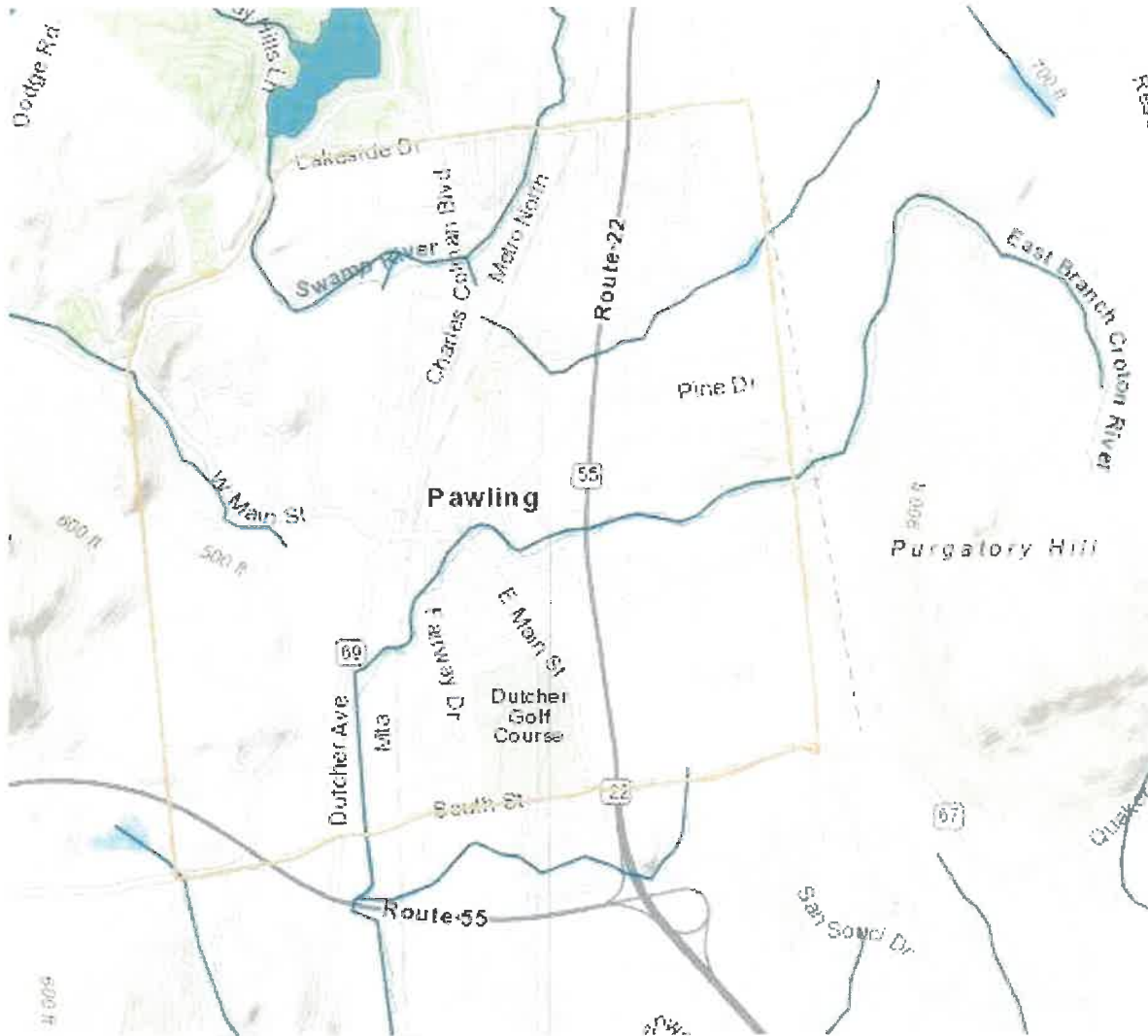
The information you provide is confidential. Your name and contact information will not be released.

<b>FOR STAFF USE ONLY:</b>	
<b>DATE/TIME RECEIVED:</b> _____	<b>RECEIVED BY:</b> _____
<b>NOTES:</b> _____	
_____	

# Village of Pawling - Stormwater Management Plan



## Appendix III – Village of Pawling Map\*



\*THIS MAP IS FOR REFERENCE ONLY. More comprehensive mapping is available at the Village of Pawling and can be reviewed during business hours.



# Village of Pawling - Stormwater Management Plan



## Appendix IV – Notice of Intent

The Notice of Intent for SPDES MS4 General Permit, GP-0-24-001 was submitted on February 7<sup>th</sup>, 2024. The photo below represents the Certification of Submittal only. Copies of the full document are available on the Village of Pawling website.

### **CERTIFICATION**

**The MS4 Operator has read and understands the SPDES MS4 General Permit, GP-0-24-001, as it pertains to permit requirements as well as the timeframes for compliance set forth in the permit.**

Yes

**I am the ranking elected official or Principal Executive Officer for the MS4 Operator and will be signing the form electronically.**

Yes

As the Ranking Elected Official or Principal Executive Officer, please download the certification form from the link below. Complete and sign the certification. Then upload the certification form to this NOI.

This certification form must be signed and uploaded every time the NOI is submitted.

[Certification Form](#)

**Attach completed certification form.**

2024-02-01 MS4 Operator Certification Form.pdf - 02/07/2024 08:12 AM

Comment

NONE PROVIDED

### **Attachments**

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Date	Attachment Name	Context	User
2/7/2024 8:12 AM	2024-02-01 MS4 Operator Certification Form.pdf	Attachment	LaBella Latham



September 18, 2023  
Lauri Taylor, Mayor  
Village of Pawling  
9 Memorial Avenue  
Pawling, NY 12564

**RE: Village MS4 Mapping**

Dear Mayor Taylor,

LaBella Associates, D.P.C. (LaBella) are pleased to submit this proposal to provide engineering consulting services associated with MS4 Mapping in the Village of Pawling NY. The scope is limited to providing mapping for the Village's MS4 (municipal separate stormwater system).

## **SCOPE OF WORK**

### **BACKGROUND**

The Village and Town of Pawling received funding from NYS Department of Environmental Conservation (DEC) to provide mapping of the existing MS4. LaBella has been retained to investigate the entire stormwater system, including catch basins, pipes, manholes, ditches and outfalls. LaBella would provide mapping to meet NYS DEC standards, including Impervious Surface, Land Use, MS4 Features and Municipal Owned Facilities. Currently, there is no known mapping of stormwater assets. LaBella previously worked with BlueSky to collect high resolution aerial imagery for the entire Village.

### **PROJECT UNDERSTANDING**

This proposal provides scope and fee required to map the Village's MS4.

#### **Task 1 – Initial GIS Mapping**

LaBella would generate basemap to identify visible stormwater features based initially on the high-resolution aerial imagery. The basemap is intended to pre-populate the MS4 features for field collection. The basemap would also include contour data generated from digital



elevation models (DEMs) downloaded from NYS GIS Clearinghouse. From the contours, LaBella would generate drainage areas for outfalls. At this point, we do not know the location of outfalls.

### **Task 2 – Field Data Collection**

LaBella would work with the Village to pull manhole lids and collect inventory data (size, condition and connectivity). Per NYS DEC requirements, the Village would complete a portion of the field data collection. LaBella plans to use Survey 123 and ESRI ArcGIS Online to manage data collection. Use of Survey123 would improve ease of use and organization of the data. The Village is required to purchase of ESRI license(s) to allow for hosting of the data.

### **Task 3 – Draft Mapping**

LaBella would compile the maps required by NYS DEC, including Impervious Surfaces, Land Use, MS4 Features and Municipal Owned Facilities. The MS4 features map would contain the field collected points overlaid on the BlueSky aerial imagery. The mapping is to be provided to the Village and to NYS DEC for review. This task includes 1 coordination meeting with Village, Town and DEC.

#### **Deliverables**

- Draft Impervious Surface Map (% impervious areas overlaid on aerial imagery)
- Draft Land Use Map (landuse data overlaid on aerial imagery)
- Draft MS4 Features Map (collected stormwater features overlaid on aerial imagery)
- Draft Municipally Owned Facilities Map (municipal parcels and areas at risk of receiving hazardous material from these facilities overlaid on aerial imagery)

### **Task 4 – Final Mapping**

This task includes incorporating comments and providing final maps to NYS DEC. This task includes 1 coordination meeting with Village, Town and DEC.

#### **Deliverables**

- Final Impervious Surface Map
- Final Land Use Map
- Final MS4 Features Map
- Final Municipal Owned Facilities Map
- Login data for collected stormwater data



### Assumption and Exclusions

- LaBella limited to 5 days of field collection;
- Village responsible for stormwater features not collected by LaBella;
- LaBella not responsible for collection of sewer and water service data;
- LaBella not responsible for mapping any stormwater structures outside of municipality (using boundaries contained on NYS GIS Clearinghouse);
- Town of Pawling is responsible for project management and coordination with NYS DEC;
- LaBella not responsible for coordination between Town and Village;
- Town is responsible for fulfilling any and all MWBE requirements;
- LaBella is not responsible for MWBE requirements;
- Village is responsible for meeting match requirements of grant;
- Village is required to purchase ESRI license(s) and to meet ESRI terms of service;
- Municipal boundaries based on NYS GIS Clearinghouse;
- LaBella not responsible for hosting or managing data after submission of final maps; and
- Each map to contain entire Village in viewport.

### Professional Services Fee Schedule

LaBella proposes to bill each Task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

#### Fee Schedule Summary

Task No.	Phase Description	Fee	Projected Start and End Dates
		Lump Sum <sup>1</sup>	
1	GIS Mapping	\$2,500	Start: 1 week from authorization End: 3 weeks from task start
2	Field Data Collection	\$5,000	Start: 4 weeks from end of Task 1 End: 6 weeks from task start
3	Draft Mapping	\$9,500	Start: 4 weeks from end of Task 2 End: 8 weeks from task start
4	Final Mapping	\$3,000	Start: 2 weeks from receiving comments End: 4 weeks from task start
<b>Total Professional Service Fee</b>		<b>\$20,000</b>	---

<sup>1</sup> Reimbursable expenses (mileage or fuel) to be included in phase total.



### Authorization

Our standard contract is attached for your review and approval. Execution of the contract will be our notice to proceed with the services outlined herein.

Please feel free to contact our office at 845-486-1539 if you have any questions or require clarification of the proposed scope of services offered. LaBella looks forward to the opportunity of working with you on this project.

Sincerely,

Seth Erlich  
Senior Civil Engineer  
**LaBella Associates**

CC: Dan Stone;  
Joe Fusillo



## Professional Services Agreement

Agreement made the \_\_\_ day of \_\_\_\_\_ 2024  
between

**LaBella Associates, D.P.C.**  
**("LaBella")**

and

**Village of Pawling**

**("Client")**

for services related to the following Project:

**NYSDEC 2024 Hydrogeological Services and Monitoring**  
**Village of Pawling, Dutchess County NY**  
**("Project")**

LaBella and Client hereby agree as follows:

**Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated February 27, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement. This is a Time and Materials estimate.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and



- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

**LaBella Associates, D.P.C.**

**Village of Pawling**

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

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



# Exhibit A

## LaBella's Proposal





April 12, 2024

Village of Pawling  
Mayor Lauri Taylor and Village Trustees  
9 Memorial Avenue  
Pawling, NY 12564

Re: **Pawling Water Supply System - NYSDEC 2024 Hydrogeological Services**  
**Pawling, NY**  
**LaBella Proposal No. P2401240**  
**41848.08**

Dear Mayor Taylor and Village Trustees:

LaBella Associates, D.P.C. is pleased to provide the following proposal to Village of Pawling (“Client”) to continue hydrogeological monitoring services through 2024 that are mandated by the October 2021 NYSDEC permit issued for this project. This proposal outlines our understanding of the proposed Scope of Work, cost estimates, and schedule.

## Scope of Work

---

### **Phase 1 – NYSDEC Permit Renewal Negotiations – 2024**

LaBella hydrogeologists will participate in project team negotiation of new operating permits for the Lower Baxter and Umscheid wellfields. This may include dialogue seeking to exchange a reduced net routine flow reduction at the Umscheid wells from the current 200 gpm to 50 gpm in exchange for considerable or full monitoring relief for the existing Umscheid wetland piezometer and biological monitoring program.

### **Phase 2 – Redevelopment Support for Umscheid Well 1 – 2024**

LaBella will help the Village select and directly retain a well driller to redevelop Well 1 at the Umscheid wellfield, which has exhibited increasing drawdown when delivering routine yields. LaBella will write simple bid sheet specifying the preferred method of well development and reviewing equipment the successful bidder must follow to temporarily set aside and then reinstall the existing well pump. Upon completion of well development, the well can be placed back on line and LaBella will confer with the water system operator to identify whether and how much the well drawdown relationships have benefit from well redevelopment. LaBella will provide a hydrogeologist on site to observed redevelopment while the well driller is on site. Our fee does not include the well driller service fee.

### **Phase 3 – Continued Umscheid wetland A monitoring and reporting – 2024**

Until monitoring relief is provided, as summarized in Phase 1 above, the Village of Pawling water withdrawal permit requires maintenance of a wetland piezometer system and quarterly reporting program. LaBella has been providing piezometer maintenance, data downloads, and quarterly reports (and the Village is currently paying monthly fees for telemetry installed in the piezometers). LaBella will continue to provide monitoring and reporting services in 2024 until monitoring relief is provided.

### **Phase 4 – Formal Closure of Wetland A Piezometers - 2024**

A piezometer network has been installed in Wetland A to allow monitoring and analysis of wetland hydrology. If NYSDEC allow retirement of this monitoring element, the piezometers should be formally closed to remove vertical conduits and return the site to a visually natural appearance.



LaBella will either lift out or grout in place the piezometers of varying depths, and manually cut off any piezometers left in place not less than 1 feet below grade. Piezometer recording equipment, consisting of data loggers and telemetry units will be removed. If the Village would like to keep this equipment which was purchased for this project, LaBella would be pleased to stage the equipment where directed on Village property. If the Village does not wish to keep or maintain the data logger and telemetry units, LaBella can take custody and remove them from your site.

### Exclusions

The Scope excludes:

- The Village is expected to hire the drillers identified for phases described above. Any site disturbance generated by the driller during redevelopment of the Umschied PW-1 will be addressed by the Village (rutting, sediment accumulation, fencing movement, etc.).

### Assumptions

- The Village's existing water withdrawal permit describes current Wetland A hydrogeology monitoring referenced in Phase 3 above.

### Fee

LaBella proposes a Time and Materials (T&M) budget be established in the amount of **\$15,000** to complete all these tasks. The proposed Phase budget amount listed in Table 1 below.

**Table 1.** Proposed T&M Budget, by Phase.

Phase	Estimated Cost (USD)	Estimated Timeline
Phase 1 - NYSDEC Permit Renewal Negotiations	\$2,500	3 month communication period
Phase 2 - Redevelopment Support for Umschied Well 1	\$4,500	6 month period
Phase 3 - Continued Umschied wetland A monitoring and reporting during 2024	\$5,000	Four quarterly reports to NYSDEC, excludes maintenance services
Phase 4 - Formal Closure of Wetland A Piezometers	\$3,000	Two weeks once authorized by NYSDEC.
<b>TOTAL PROPOSED T&amp;M BUDGET:</b>	<b>\$15,000</b>	

Please feel free to contact me at (914) 456-1095 or [rurban-mead@labellpc.com](mailto:rurban-mead@labellpc.com). if you have any questions. LaBella looks forward to working with you on this project.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

Russell Urban-Mead, PG  
Senior Hydrogeologist, Vice President, Hydrogeology Group Leader



Cc: John Szarowski, PE, LaBella Associates  
Dan Stone, P.E.



# Exhibit B

## Terms and Conditions



## Terms and Conditions

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.



**Instruments of Service:** All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the



date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



**Christine Brown**

---

**From:** Nancy Winkler <nwinkler@mizzentop.org>  
**Sent:** Wednesday, April 3, 2024 1:29 PM  
**To:** Christine Brown  
**Subject:** Water/Sewer Invoices

Good Afternoon,

I am preparing to send Mizzentop Day School's payment of Water & Sewer invoices due May 1, 2024. In reviewing the invoices, I noted an "Unpaid Adjustment" on each invoice. I apologize for the oversight, but we did not receive the third quarter invoices. I took over the accounts payable from our former Director of Finance, Kasey Diotte in September; therefore not being familiar with the invoice timeline, it was not on my radar. I do apologize for the oversight and respectfully request a refund of the 15% penalty charges.

Following are the Account Numbers:

10454 - 16.04  
10455 - 170.97  
30456 - 8.63  
30633 - 3.75  
30634 - 3.75  
30635 - 3.75

I appreciate the time needed to review my request.

Respectfully,  
Nancy Winkler

--  
**Nancy Winkler**  
Business Office Assistant  
Mizzentop Day School  
64 East Main Street, Pawling, NY 12564  
845-855-7338



PAWLING VILLAGE GREEN AND PUBLIC ASSEMBLY EVENTS PERMIT  
APPLICATION FOR PERMISSION TO USE PUBLIC PROPERTY WITHIN THE VILLAGE

The purpose of this application form is to aid in the application and review process. However, it is not designed to cover every possible circumstance. The Village Board may require additional information in order to approve an application.

Application Date \_\_\_\_\_ (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission HARLEM VALLEY CAR CLUB  
Contact Person CHAD HENKE Connection with the event CLUB PRESIDENT.  
Address P.O. BOX 876, WINGDALE NY 12594  
Phone 845.803.5120  
Email harlemvalleycarclub@gmail.com

Event Date 4/17 → 9/25 Event Time and Duration WEDNESDAY NIGHTS 5:00-8:00  
Event Purpose INFORMAL GATHERING OF AUTO ENTHUSIASTS  
The purpose of the requesting entity  for-profit  non-profit  political  other \_\_\_\_\_

Expected number of participants 75± Will the event be open to the general public?  Yes  No  
If not, who are the expected participants? \_\_\_\_\_

NOTE: non-participating members of the public may not be excluded from the Green or other public areas

Will there be entertainment or a speaker?  Yes  No. If so, describe \_\_\_\_\_

Will food or beverages be served?  Yes  No. If so describe \_\_\_\_\_

Food vendors must have all applicable health department permits.

NOTE: no alcoholic beverages may be consumed on the Village Green or other public areas without specific approval of the Village Board of Trustees.

Please describe any other activities taking place during the event PLAYING OF OLDIES MUSIC

Will there be supplemental illumination or other electrical equipment?  Yes  No LOW POWER MUSIC.  
If so, describe items and power source OUTLET BY CHAMBER OF COMMERCE BUILDING

NOTE: permission must be obtained from the Village to use public power sources - \$20 fee

Will there be signage used?  Yes  No. If so, describe form and content \_\_\_\_\_

What provisions will be made to handle litter or refuse resulting from the event?

EXISTING WILL BE SUFFICIENT

What provisions will be made to handle proper sanitation for the event?

EXISTING WILL BE SUFFICIENT

Are there any structures, tents, booths, tables or other large objects planned as part of the event? Yes  No

If so, describe the size, material, location, use, the method (if any) by which they are fixed in place, and how long they will be in place before and after the event. Draw your plan on the attached map.

NOTE: public walkways and seating may not be obstructed

**The Village Board grants permission for the above named Entity to hold the above named Event on the above named Date.**

Village Clerk: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Entity Representative Chad Henke Date MARCH 19, 2024  
Printed Name CHAD HENKE

By signing this application, Applicant agrees to all of the terms and conditions of the **Village Green and Public Assembly Events Policy.**

### Metro North Vouchers to be Approved at April 15, 2024 Meeting

<b>Check Number</b>	<b>Voucher Number</b>	<b>Vendor</b>	<b>Amount</b>
892	025	Pride Lawn Care	\$400.00
893	026	Pay By Phone	\$240.45
894	027	Sarah Jarrell	\$158.94
		<b>Total</b>	<b>\$799.39</b>