



## AGENDA

April 1, 2024

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**I. OPEN MEETING**

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

**III. NEW BUSINESS**

- Approve Pay Request No. 4 from Kasselmann Electric Co., Inc. in the amount of \$38,779.60 for the Water Supply Project, Lower Baxter Treatment Plant, Project VP-BID-04.
- Approve LaBella Proposal for Biological Services.
- Approve LaBella Proposal for the Grandview Avenue Waterline Extension.
- Approve the Village Green and Public Assembly Events Permit for the American Legion Memorial Day Ceremony to be held on May 27, 2024.
- Approve the Village Green and Public Assembly Events Permit for the Eastern Dutchess Road Runners Club race to be held on April 28, 2024.

**IV. OLD BUSINESS**

- Engineer's Report

**V. MOTION TO PAY BILLS**

- March bills in the amount of \$165,934.02.

**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

MIL-RATE for 2024-2025 0.015132651

**DIFFERENCE IN MIL-RATE** **0.000372206**

**INCREASE IN MIL-RATE:** **2.52%**

**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			Village
			Assessed Value	Land		County	Town/City	School	
1	Taxable	691	12,871,036		83,692,697	82,156,281	82,530,529	82,845,868	82,578,889
5	Special Franch.	4	0		460,395	460,395	460,395	460,395	460,395
6	Utility	13	217,304		1,948,086	1,948,086	1,948,086	1,948,086	1,948,086
8	Wholly Exmpt	57	4,031,000		37,320,750	0	0	0	0
Village Totals:		765	17,119,340		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	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
ACCOUNT DESCRIPTION					
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	CURRENT YEAR BUDGET	2024 BUDGET	2024 ACTUAL	2023 BUDGET	2023 ACTUAL
ACCOUNT DESCRIPTION					
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					

# 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					
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 Accnt-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					



<b>Annualized Planning Budget Report</b>
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**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
<b>A0.8010.420</b>					
Comprehensive Plan zoning revisions	4,500.00	50,000.00			
<b>A0.8010.442</b>					
Zoning - Public Notices	150.00		125.77		163.48
<b>A0.8020.100</b>					
Personal Services - PLANNING	12,375.00	11,250.00	11,721.44	10,890.00	11,590.00
<b>A0.8020.400</b>					
Contractual Expenses- PLANNING	5,000.00	10,000.00	2,359.84	15,087.04	8,199.52
<b>A0.8020.401</b>					
Planning Bd - Public Notices	350.00		355.22		346.55
<b>A0.8020.410</b>					
Comprehensive Plan planning revisions	10,000.00	50,000.00			
<b>A0.8170.100</b>					
Personal Services-ST CLEANING	3,000.00	3,092.00	152.00	2,800.00	400.41
<b>A0.8170.200</b>					
Equipment- ST CLEANING	1,000.00	1,000.00		1,000.00	
<b>A0.8170.400</b>					
Contractual Expenses- ST CLEANING	7,000.00	7,000.00	30.91	7,000.00	3,717.79
<b>A0.8510.400</b>					
Community Beautifications	1,000.00	5,000.00		3,000.00	
<b>A0.8510.410</b>					
Community Beautification - (ARPA) trees	20,000.00	20,000.00			
<b>A0.8540.100</b>					
Personal Services - DRAINAGE	1,200.00	1,067.00		1,067.00	1,104.54
<b>A0.8540.400</b>					
Contractual Expenses - DRAINAGE	2,500.00	1,000.00	12,109.10	3,000.00	1,637.39
<b>A0.9010.800</b>					
NY State Retirement	39,700.00	38,540.00	37,431.10	36,179.00	29,317.98
<b>A0.9030.800</b>					
Social Security - Employee Benefits	24,750.00	27,817.00	20,267.11	25,471.00	24,231.17
<b>A0.9035.800</b>					
Medicare Tax	5,980.00	6,506.00	4,739.77	5,957.00	5,667.25
<b>A0.9040.800</b>					
Workmans Compensatn	27,000.00	26,500.00	19,870.00	24,450.93	24,450.93
<b>A0.9050.800</b>					
Unemployment Insurance - Employee Benefits	1,200.00	1,300.00		2,500.00	603.59
<b>A0.9060.800</b>					
Hospital & Medical Insurance - Employee Benefi	183,000.00	182,636.00	159,043.65	179,556.54	179,556.54
<b>A0.9730.600</b>					
Bond Anticipation Notes - Debt Principal	32,000.00	54,000.00	54,000.00	43,200.00	43,200.00
<b>A0.9730.700</b>					
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					

<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
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>

# 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
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 Srvc-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-Princpl	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



## Professional Services Agreement

Agreement made the 28th day of March 2024  
between

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

and

**Village of Pawling**

**("Client")**

for services related to the following Project:

**NYSDEC 2024 Biological 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 March 28, 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: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_





# Exhibit A

## LaBella's Proposal



March 28, 2024

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

Re: **Pawling Water Supply System - NYSDEC 2024 Biological Services**  
**Pawling, NY**  
**LaBella Proposal No. P2401240**  
**41848.06**

Dear Mayor Taylor and Village Trustees:

LaBella Associates, D.P.C. is pleased to provide the following proposal to Village of Pawling ("Client") to A) perform the 2024 Vegetative Habitat Monitoring required as an ecological service under the NYSDEC Permit for the Umscheid Well Field associated with the Groundwater Development Project mandated by the October 2021 NYSDEC permit issued for this project; B) Provide Educational and Encounter Plan training and monitoring as required for staff at the Umscheid and Lower Baxter Well Fields during the 2024 active season; and C) provide bog turtle construction monitoring, as needed, during the 2024 Field Season; and D) Provide telemetry in 2024 as may be required by the NYSDEC. This proposal outlines our understanding of the proposed Scope of Work, cost estimates, and schedule.

## Scope of Work

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### **Phase 1 – Vegetation Monitoring and Reporting – 2024**

Habitat management was a requirement of the permit conditions and has been completed by LaBella providing the monitoring and the Village of Pawling DPW providing the labor. LaBella prepared and submitted the Year 1 (2023) monitoring report. Under this Phase, LaBella will complete the 2024 monitoring and reporting and submit that report to the NYSDEC using the same scope as the 2023 monitoring.

### **Phase 2 – Education and Encounter Plan Training – 2024**

Construction and Operational Education and Encounter Plans were previously prepared. These Plans need to be followed for any activities carried out during the bog turtle active season (April 1 – October 31). Education and Encounter training needs to be provided by a licensed bog turtle surveyor for individuals who will be working onsite in 2024. This assumes all training will occur in one day.



### Phase 3 – Radiotelemetry – 2024

The transmitter will be removed during the spring on 2024 once the turtle leaves the hibernaculum. Per the permit conditions the transmitter can not be left on the turtle so we will complete 1-2 site visits to remove it as the turtle will need to be above ground to capture. NYSDEC will be notified once the transmitter has been removed.

## Exclusions

The Scope excludes: Preparation of an Incidental Take Permit under Part 182.11; preparation of engineering plans; wetland delineation and/or mitigation design; SEQRA Reviews; Invasive Species Survey and Report; Historic or archaeological reviews with the State Historic Preservation Office (SHPO), Rare, Threatened and Endangered (RTE) Species Presence/Absence Surveys; and SWPPP reviews.

Note that this scope excludes Phase 1 Vegetation Monitoring in 2025. Under the original NYSDEC Permit for Umscheid, there were to be three years of monitoring. Year 1 was 2023 (which is complete). Year 2 will be 2024 and Year 3 will be 2025. The fee for 2025 is not included in this proposal.

This scope does not include weekly monitoring of water levels or hydrological site conditions.

However, LaBella can perform these services if requested, under separate contract. In addition, optional tasks listed within this proposal will be excluded scopes of work if not approved by the client.

## Assumptions

- This scope assumes that the 2023 Vegetative Monitoring Report provided to the NYSDEC was adequate and no changes in scope for that report will be identified. If changes are identified by the NYSDEC that increase the scope of work, a change order will be prepared.
- The Client will coordinate access requirements and permissions prior to LaBella's site visit.
- NYSDEC Special Licenses unit will allow agents to be added to complete this work.

## Fee

LaBella proposes a Time and Materials (T&M) budget be established in the amount of **\$9,695** to complete Phase 1. The proposed Phase budget amount listed in Table 1 below. These cost estimates are valid for 90 days (June 22, 2024).

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

Phase	Estimated Cost (USD)	Estimated Timeline
Phase 1 – Vegetation Monitoring and Reporting 2024	\$6,850	One field visit August 2024 Report by October 15, 2024
Phase 2 – Education and Encounter Plan Training 2024 (1 day)	\$845	One training in 2024
Phase 3 – Radiotelemetry 2024 (Transmitter removal)	\$2,000	May 2024
<b>TOTAL PROPOSED T&amp;M BUDGET:</b>	<b>\$9,695</b>	



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Please feel free to contact me at (518) 796-9049 or [dmacdougall@labellapc.com](mailto:dmacdougall@labellapc.com) if you have any questions. LaBella looks forward to working with you on this project.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

David MacDougall, CWB®, PWS  
Ecological Services Project Manager



# **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.

# Professional Services Agreement

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between

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

and

**The Village of Pawling**  
**("Client")**

for services related to the following Project:

Grandview Avenue Water Main Extension  
Project **Pawling, Dutchess County, New York**  
**("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 January 17, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

**Compensation for Services:** A retainer in the amount of \$0.00 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

**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.

**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;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

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.**

**Client Name**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name John Szarowski, PE, CPESC,  
CPSWQ, CPMSM, LEED-AP

Name Lauri Taylor

Title Senior Civil Engineer

Title Village Mayor

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

Date \_\_\_\_\_

**Exhibit A**  
**LaBella's Proposal**



February 28, 2024

Honorable Mayor Lauri Taylor and Trustees  
Village Hall  
9 Memorial Avenue  
Pawling, New York 12564

RE: Proposal for Engineering Design Services  
Grandview Avenue Water Main Replacement Project  
Village of Pawling, Dutchess County,  
New York LaBella  
Proposal No. P2401157

Dear Mayor Taylor and Village Trustees

LaBella Associates, DPC (LaBella) is pleased to submit to the you and the Village Board of the Village of Pawling (Village) this proposal for the engineering design and permitting of a minimum 8-inch water main to extend the water main located within the bounds of Grandview Avenue from the intersection of Grandview Avenue and Orchard Street to the end of Grandview Avenue, as well as the bounds of Orchard Street from the intersection of Orchard Street and Charles Colman Boulevard to the intersection of Orchard Street and Grandview Avenue.

### Project Description

During construction and testing of the watermain installed as part of the Lower Baxter Water Filter Plant project, the existing water main along Grandview Avenue and Orchard Street, it was discovered the existing watermain is not meeting the needs of the new water treatment plant and intended loop connection. The proposed project will replace the existing water main (approximately 1,800 LF) and replace the existing water services to the curb stops.

### Scope of work

#### **Phase 0100 - Base Map Development**

**Scope** – LaBella will utilize the Village’s existing orthorectified digital photogrammetry and lidar mapping as a survey background. Ground truthing will be performed under this phase once the final watermain alignment is determined.

#### **Phase 0200 - Environmental Review**

**Scope** – The previously accepted environmental review for the Lower Baxter Water Treatment Plant will be amended to include the proposed improvements will be completed in order to comply with the requirements of the State Environmental Quality Review Act, as well as other environmental regulations. In completion of this task, since this project is a rehabilitation of an existing facility on the same property, we anticipate that the action will



continue to be classified as a Type II action under SEQRA, and the Village will serve as the Lead Agency for the project.

**Deliverables:**

- Amended Short Environmental Assessment Form (SEAF).

**Phase 0300 – Detailed Design and Engineer's report update**

**Scope** - Work completed in this phase of the project will be directed towards preparation of plans and technical specifications that will display to the Village and reviewing agencies the extent and complexity of the major project elements. Final contract documents will be prepared to communicate the requirements of the project to prospective bidders and obtain approval of the project by any required agencies.

Tasks anticipated during this phase of the work include:

- Update the Engineers' report to include the new connection on Grandview
- Prepare preliminary plans indicating existing physical features, underground utilities, the proposed alignment, and location of appurtenances, required easements, and special design features.
- Prepare an opinion of probable construction cost at the completion of preliminary design.
- Present the preliminary plans and cost estimate to the village for review and comment.
- Prepare final engineering plans to support the design of the proposed on-site water distribution system in a form acceptable to reviewing jurisdictional agencies.
  - Water main plans and profiles will be developed in accordance with NYSDOH and Village of Pawling requirements. Plans and profiles will identify all elements and required information to illustrate the vertical and horizontal alignment of the proposed water main.
  - All detail sheets will be developed with relevance to the construction of the water main.
- Prepare final technical specifications that will reflect the design and construction elements of the project.
- Prepare a final engineer's opinion of probable construction costs.
- Prepare contract documents consistent with General Municipal Law requirements to allow the solicitations of competitive bids from contractors.

**Assumptions**

- As-Built drawings of the existing watermain, if available, will be provided by the Village.
- There is not a sanitary sewer collection system on Grandview Avenue or Orchard Street.
- As-Built drawings of the existing storm water collection system, if available, will be provided by the Village.

**Deliverables:**

- Three (3) sets – 30% Contract Drawings
- Three (3) sets – 75% Contract Documents (Drawings and Technical Specifications)
- Three (3) copies – 75% Engineer's Opinion of Probable Construction Cost



- Three (3) sets – 100% Contract Documents (Drawings, Technical Specifications and Front-End documents)
- Three (3) copies – Engineer's Opinion of Probable Construction Cost
- Three (3) sets – Final Contract Documents (Drawings, Technical Specifications and Front-End documents)
- Three (3) copies – Final Engineer's Opinion of Probable Construction Cost

**Phase 0400 – Permitting, Health and EFC Approval** Work completed in this phase of the project will be directed towards obtaining the necessary permitting to begin construction. During this phase, LaBella will prepare an Application for Approval of Plans for Public Water Supply Improvement (DOH-348) and submit to the Dutchess County Department of Behavioral & Community Health (DCDBCH) and the NYSDOH for review and comment. This submission to the DCDBCH will include:

- Application for Approval of Plans for Public Water Supply Improvement (DOH-348)
- Three (3) sets – 75% Contract Documents (Drawings and Technical Specifications)
- Application review fee – TBD

Additionally, under this phase, LaBella will respond to one (1) round of review comments from the regulatory agency.

#### **Task 0500 – Bidding Support**

**Scope** – In preparation for bidding, LaBella assumes the Client will seek bids from a select group of local contractors for the proposed work.

LaBella will be available to meet with prospective bidders and answer questions specific to the project. LaBella will respond to queries and request for information (RFI) from prospective bidders.

Client will be responsible for awarding the contract and execution of contractual agreement between Owner and selected contractor.

#### **Deliverables:**

- Responses to bidder queries and request for information.
- Administrative Specifications

#### **Task 0600 – Services during Construction**

**Scope** – During construction of the proposed improvements, LaBella will provide field and office support services to document completion of the work. LaBella assumes that Client will retain the services of a competent contractor to execute work in accordance with the Department of Health approved plans.

As a condition for granting approval, the County Health department will require that a licensed professional engineer certify that the improvements have been constructed in



substantial conformance with the approved plans prior to being placed in service.

In order to certify the work completed by your contractor, LaBella will provide the following services during construction:

- Review and approval of shop drawings submitted by the contractor.
- Respond to queries or request(s) for clarification from contractor.
- Perform periodic inspections.
- Perform daily inspections when the contractor is trenching and installing water main and water services.
- Participate in the startup and commissioning of newly installed water system improvements.
- Conduct a final construction inspection with the Owner or assigned representatives, the contractor, and County Health Department official (if they choose to attend) when construction is complete.
- Following final inspection once it has been determined that all work has been satisfactorily completed and commissioned, LaBella will prepare and provide the required Certification of Completed Works to the County Department of Health attesting completion of the work in general conformance with the approved plans and specifications.

**Deliverables:** Copies of approved shop drawings, responses to RFIs, and Certification of Completed Work will be provided to the Client.

#### **Phase MT00 – Meetings**

Scope - As with any project of any magnitude, it is assumed that review meetings will need to take place. During the predesign and detailed design tasks LaBella assumes that the following meetings will need to occur:

- Preliminary alignment meeting.
- 75% detailed design meeting.
- 100% detailed design meeting.
- Pre-Construction meeting.
- Construction meetings.

#### **Phase RE00 – Reimbursable Expenses**

Scope – The scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, and photocopying and map reproductions. An initial budget of \$1,000 has been included in the fee schedule for Reimbursable Expenses.

### **Implementation**

#### **A. Schedule**

The work load of the firm is such that LaBella is able to start work within 2 weeks from the authorization to proceed. LaBella will work with the Village to develop a design timeline.



## B. Fees

LaBella proposes to perform the above tasks for a Lump Sum Fee of \$96,300. LaBella will be monthly based upon the amount of work completed for each month.

### Excluded Fees

The following fees and services have been excluded:

- Permit, review, licensing, filing, inspection, or publications fees from jurisdictional agencies.
- Archeological investigations, if required, by SHPO.
- Material testing for soils analyses, compaction and concrete slump and compressive strength.

### Fee and Time Schedule Summary

Tasks		Fee Estimates			Proposed Schedule
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Sub-Consultant Estimate	Weeks from Task Authorization
0100	Base Map Development	\$4,000			
0200	Environmental Review	\$500			Week 2 to Week 4
0300	Detailed Design	\$40,000			Week 2 to Week 14
0400	Permitting	\$7,400			Week 6 to Week 16
0500	Bidding Support	\$12,000			Week 16 to Week 18
0600	Services During Construction	\$30,000			Week 18 to Week 26
MT00	Meetings	\$2,400			Week 18 to Week 26
RE00	Reimbursable Expenses		\$1,000		Week 18 to Week 26
	<b>Total Estimated Fee</b>	\$96,300 (not including reimbursable expenses)			



## Excluded Services

The services listed below are available and have not been included in the Scope of Work:

- Preparation of temporary or permanent easement maps and descriptions and obtaining the easements necessary to construct the project.
- Publication of any and all notices, as necessary.
- Development of a Storm Water Pollution Prevention Program (we believe the disturbed area will be less than one acre).
- Additional environmental studies not identified.

## Acceptance

The "General Conditions for Professional Engineering Services" governing our services are attached to and form part of this Agreement. If the Terms and Conditions of this proposal are acceptable to the Village, please execute one (1) copy of the attached Agreement and return it to our office. This will serve as our Agreement.

We appreciate the opportunity to serve the Village and look forward to the successful completion of the project. If you have any questions, please do not hesitate to contact me at (845) 264-7404 or via e-mail at [jszarowski@labellapc.com](mailto:jszarowski@labellapc.com).

Respectfully submitted, LaBella Associates

John Szarowski, PE, CPESC, CPSWQ, CPMSM, LEED-AP  
Senior Civil Engineer

cc: file: .Docx



**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.



# HOURLY RATES

Title	2024 Billing Rate
<b>ARCHITECTURAL &amp; ENGINEERING</b>	
Architect II	\$170
Architect I	\$145
Engineer VI	\$265
Engineer V	\$240
Engineer IV*	\$195
Engineer IV	\$175
Engineer III	\$145
Engineer II	\$125
Engineer I	\$100
Designer V	\$180
Designer IV	\$145
Designer III	\$125
Designer II	\$115
Designer I	\$100
Technician IV	\$145
Technician III	\$105
Technician II	\$90
Technician I	\$75
<b>BUILDING CODE &amp; LIFE SAFETY SERVICES</b>	
Building Code Consultant	\$145
Safety Specialist	\$190
<b>CONSTRUCTION ADMIN/INSPECTION</b>	
Construction Inspector IV	\$145
Construction Inspector III	\$130
Construction Inspector II	\$105
Construction Inspector I	\$90

Continued on next page

### DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

### SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

### COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

### FORENSIC INVESTIGATIONS

Forensic investigations shall be billed at \$525 per hour.

### BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.

# HOURLY RATES

Title	2024 Billing Rate
<b>ENVIRONMENTAL SERVICES</b>	
Environmental Program Manager II	\$255
Environmental Program Manager I	\$160
Environmental Project Manager II	\$160
Environmental Project Manager I	\$130
Environmental Scientist IV	\$200
Environmental Scientist III	\$140
Environmental Scientist II	\$110
Environmental Scientist I	\$95
Environmental Analyst/Tech II	\$100
Environmental Analyst/Tech I	\$85
<b>HYDROGEOLOGY</b>	
Senior Hydrogeologist	\$160
<b>GIS</b>	
GIS Analyst/Professional V	\$155
GIS Analyst/Professional IV	\$130
GIS Analyst/Professional III	\$110
GIS Analyst/Professional II	\$95
GIS Analyst/Professional I	\$75
<b>LANDSCAPE ARCHITECTURE</b>	
Landscape Architect VI	\$240
Landscape Architect V	\$180
Landscape Architect IV	\$145
Landscape Architect III	\$125
Landscape Architect II	\$105
Landscape Architect I	\$95

*Continued on next page*

# HOURLY RATES

Title	2024 Billing Rate
<b>PLANNING</b>	
Planner VI	\$240
Planner V	\$145
Planner IV	\$135
Planner III	\$125
Planner II	\$100
Planner I	\$95
<b>PROJECT ADMINISTRATION</b>	
Project Manager	\$185
Project Coordinator II	\$110
Project Coordinator I	\$95
Administrative Support	\$95
<b>SURVEY</b>	
Survey Professional V	\$265
Survey Professional IV	\$210
Survey Professional III	\$195
Survey Professional II	\$180
Survey Professional I	\$170
Project Surveyor III	\$155
Project Surveyor II	\$152
Project Surveyor I	\$145
Assistant Project Surveyor II	\$137
Assistant Project Surveyor I	\$125
Crew Chief IV	\$145
Crew Chief III	\$137
Crew Chief II	\$131
Crew Chief I	\$95
Survey Draftsman	\$105
Survey Tech II	\$85
Survey Tech I	\$80
Survey Crew	\$235

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 3/26/24 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission American Legion  
Contact Person Lou Musella Connection with the event Member  
Address Gristmill, Pawling, NY 12564  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Event Date 5/27/24 Event Time and Duration 8 - noon  
Event Purpose Memorial Day Ceremony  
The purpose of the requesting entity  for-profit  non-profit  political  other \_\_\_\_\_

Expected number of participants 50 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 water  
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 \_\_\_\_\_

Will there be supplemental illumination or other electrical equipment?  Yes  No  
If so, describe items and power source \_\_\_\_\_  
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?  
\_\_\_\_\_

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

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 \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

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

**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 2/29/24 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission Eastern Dutchess Road Runners Club  
Contact Person Allison Fitzpatrick Connection with the event Race Director  
Address PO Box 163, Pleasant Valley, NY 12569  
Phone 207-929-0261  
Email aaf96@icloud.com

Event Date 4/28/24 Event Time and Duration 7am-12pm  
Event Purpose Raise money for the club  
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? Runners  
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 \_\_\_\_\_

Will there be supplemental illumination or other electrical equipment?  Yes  No  
If so, describe items and power source \_\_\_\_\_  
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?  
trash cans, volunteers

What provisions will be made to handle proper sanitation for the event?  
porta potty at Lakeside Park

Are there any structures, tents, booths, tables or other large objects planned as part of the event? Yes  No  not in town  
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 \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_

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



W Dover Rd

20

W Dover Rd

Corbin

Charles Colman

Parking

Holiday Hills Ln

Hc

Lakeside Dr

Entrance

Green Mountain Lake

Green Mountain

Holiday Hills Ln

Pavilion

Lakeside Dr

Bathrooms

Starting Line

Lakeside Dr

Holiday Hills Ln

