



AGENDA

February 20, 2024

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I. OPEN MEETING

II. NEW BUSINESS

- Betsy Montgomery for Pawling Farmer's Market – approve Village Green and Public Assembly Events Permit Application for 2024 Pawling Farmer's Market.
- Approve Change Order No. 2 from Kasselmann Electric for Village of Pawling Water Supply Project.
- Approve Pay Request No. 2 from Kasselmann Electric in the amount of \$29,090.76 for the Lower Baxter Treatment Plant Project VP-BID-04.
- Approve Dutchess County Department of Emergency Response being Lead Agency for Dutchess County Consolidated Two-Way Radio Communication System Project at 25 South Street and 140 Broadcast Lane in Pawling.
- Approve the 2024 Participation Agreement for the Dutchess County Self-Insured Workers' Compensation Plan.
- Vendor payment.

III. OLD BUSINESS

- Engineer's Report

IV. MOTION TO PAY BILLS

- January bills in the amount of \$29,090.76.
- Metro North bills in the amount of \$1,622.36.

V. PUBLIC COMMENT

VI. ADJOURNMENT

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 02/11/2024 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission Pawling Farmers Market
Contact Person Betsy Montgomery Connection with the event President
Address 13 Quaker Hill Rd, Pawling
Phone (917) 941-8762
Email betsymontgomery@yahoo.com

Event Date 6/15-9/28/2024 Event Time and Duration Saturdays 9am-1pm
Event Purpose Farmers Market
The purpose of the requesting entity for-profit non-profit political other farmers market

Expected number of participants 300 max/day 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 Live music 10am-1pm

Will food or beverages be served? Yes No. If so describe Food available to purchase, sampling
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 face-painting, cooking demonstrations

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 sandwich boards with market & sponsor info, each vendor must have signage

What provisions will be made to handle litter or refuse resulting from the event?
Shoppers should use public receptacles

What provisions will be made to handle proper sanitation for the event?
We will supply a porto-san

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. **EACH VENDOR MUST HAVE A 10x10 CANOPY SECURED WITH WEIGHTS; REMOVED AT END OF THE DAY**
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 Betsy Montgomery Date Feb 11, 2024
Printed Name BETSY MONTGOMERY

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

CHANGE ORDER NO.: 2


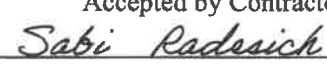
Owner:	Village of Pawling	Owner's Project No.:	VP-BID-04
Engineer:	LaBella Associates	Engineer's Project No.:	41848.02
Contractor:	Kasselman Electric	Contractor's Project No.:	
Project:	Village of Pawling Water Supply Project		
Contract Name:	Contract 4 Electrical Construction		
Date Issued:	2/1/24	Effective Date of Change Order:	2/1/24

The Contract is modified as follows upon execution of this Change Order:

Description: **Due to supply chain issues, we need to increase the contract times as follows below. This is a no cost change order. FYI – CO#1 changed contract times only for Generator & ATS.**

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 729,009.00	Original Contract Times: Substantial Completion: 12/31/23 Ready for final payment: 1/31/24
[Increase] [Decrease] from previously approved Change Orders No. 1-3 [Number of previous Change Order]: \$ 74,175.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No.3 [Number of previous Change Order]: Substantial Completion: 365 Days Ready for final payment: 365 Days
Contract Price prior to this Change Order: \$ 803,184.00	Contract Times prior to this Change Order: Substantial Completion: 12/31/24 Ready for final payment: 1/31/25
[Increase] [Decrease] this Change Order: \$ 0	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 803,184.00	Contract Times with all approved Change Orders: Substantial Completion: 12/31/24 Ready for final payment: 1/31/25

By: 	Recommended by Engineer (if required)	Accepted by Contractor
Title: REGIONAL LEADER CONST SVCS		
Date: 2/6/24		Senior Project Manager
Accepted by Owner		Feb 5 2024
By:		Approved by Funding Agency (if applicable)
Title:		
Date:		

RECEIVED FEB 06 2024

County of Dutchess

**NOTICE TO INVOLVED AGENCIES THAT
LEAD AGENCY MUST BE DESIGNATED WITHIN THIRTY (30) DAYS**

DUTCHESS COUNTY CONSOLIDATED TWO-WAY
RADIO COMMUNICATION SYSTEM PROJECT

Date: 2/2/2024

This Notice is issued pursuant to Part 617.6 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law to designate a lead agency.

The County of Dutchess with offices located at 22 Market Street, Poughkeepsie, New York, has proposed improvements to the subject parcel to be used as a land mobile radio (LMR) communications tower site in connection with the County's Consolidated Two-Way Radio Communication System project.

The action has been determined to be Unlisted, pursuant to the New York State Environmental Quality Review Act (SEQRA) 6 NYCRR Part 617.

LEAD AGENCY DESIGNATION

Under the applicable standards of 6 NYCRR Part 617.6(b), the County of Dutchess concludes that it should be designated as the lead agency in the coordinated environmental review of the action. This notification is being sent to involved and interested agencies with the request that you consent to the County of Dutchess serving as lead agency. If, however, you do not agree, you may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

This notice is being transmitted on February 2, 2024. We ask each agency that considers themselves an involved or interested agency to complete the attached form (page 4) and return it to the contact person for receipt prior to the expiration of the required thirty-day notice response period.

IF YOU DO NOT RESPOND WITHIN THIRTY (30) DAYS, IT WILL BE INTERPRETED AS CONSENT THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY. YOU WILL CONTINUE TO BE NOTIFIED OF SEQR DETERMINATIONS AND ANY SUBSEQUENT PROCEEDINGS AND HEARINGS, AS PROVIDED BY LAW.

LEAD AGENCY NOTICE
DATA SHEET

Name of Action: DUTCHESS COUNTY CONSOLIDATED TWO-WAY
RADIO COMMUNICATION SYSTEM PROJECT

Name of Applicant: Dutchess County Department of Emergency Response

SEQR Status: Type I Action
 Unlisted Action

Description of Action: The following work scope is proposed for the subject parcel:

- New 180' Self Supporting Tower
- New 12' X 16' Shelter on Pad
- New 50 Kw Generator on 8' X 4' Pad
- New 500-GAL Propane Tank on 11' X 3' pad
- Compound 40' X 50' Fence

Location of Action: 25 South St.
Pawling, NY 12564

Tax Map No.(s): 134089-6956-00-976613-0000

Size of parcel(s): 10.81 (acres)

Size of Action area: 8,000 (sq. ft.)

For further information, please contact:

*Mr. Dana Smith, Commissioner
Dutchess County Department of Emergency Response
392 Creek Road
Poughkeepsie, NY 12601
Phone: (845) 486-2080
Email address: dsmith@dutchessny.gov*

Thank you for your cooperation.

DATED: February 2, 2024

ATTACHMENTS TO THIS NOTICE:

- [] Short Environmental Assessment Form (EAF) Part 1
- [X] Site Plan Map

A copy of this Notice is being sent to:

INVOLVED AGENCIES:

NYS Dept. of Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561-1696

Town of Pawling
Town Hall
160 Charles Colman Boulevard
Pawling, NY 12564

Pawling Fire Department
PO Box 132
Pawling, NY 12564

State Historic Preservation Office
OPRHP
PO Box 189
Waterford, NY 12188

INTERESTED AGENCIES:

Dutchess County Sheriff's Office
108 Parker Avenue
Poughkeepsie, NY 12603

Village of Pawling
9 Memorial Drive
Pawling, NY 12564

Village of Pawling Police/DCSO
9 Memorial Drive
Pawling, NY 12564

NYS Police – Troop K
2541 Route 44
Salt Point, NY 12578

STATE OF NEW YORK
COUNTY OF DUTCHESS

Proposed Lead Agency: Dutchess County Department of Emergency Response

Name of Action: DUTCHESS COUNTY CONSOLIDATED TWO-WAY
RADIO COMMUNICATION SYSTEM PROJECT

**RESPONSE TO REQUEST THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY
REGARDING THE ABOVE ACTION**

On behalf of _____, I, _____, acknowledge receipt of the Lead Agency Notice in this matter.

The above-named involved agency hereby:

[PLEASE CHECK ONE]

- CONSENTS** that the County of Dutchess serve as lead agency in this application and requests that the undersigned continue to be notified of SEQR determinations, proceedings and hearings in this matter.
- DOES NOT CONSENT** to the County of Dutchess serving as lead agency in this application and wishes that _____ serve as lead agency. To contest lead agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6(b)(5).
- TAKES NO POSITION** on Lead Agency designation.
Any agency raising a dispute must be ready to assume the lead agency if such agency is designated by the commissioner per 6 NYCRR 617 (5) (I).

DATED: _____,
_____, New York

Agency Name

By: _____
[signature]

[print signer's name]

Please return to:

Mr. Dana Smith, Commissioner
Dutchess County Department of Emergency Response
392 Creek Road
Poughkeepsie, NY 12601

County of Dutchess

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DATA SHEET

Name of Action: DUTCHESS COUNTY CONSOLIDATED TWO-WAY
RADIO COMMUNICATION SYSTEM PROJECT

Name of Applicant: Dutchess County Department of Emergency Response

SEQR Status: _____ Type I Action
 X Unlisted Action

Description of Action: The following work scope is proposed for the subject parcel:

- New 45Kw generator on 4'6" X 9'6" pad
- New 1,000-GAL propane tank on 17' X 4' pad

Location of Action: 140 Broadcast Lane, Pawling, NY 12531

Tax Map No.(s): 134089-6955-00-118540-0000

Size of parcel(s): 4 (acres)

Size of Action area: 2,000 (sq. ft.)

For further information, please contact:

*Mr. Dana Smith, Commissioner
Dutchess County Department of Emergency Response
392 Creek Road
Poughkeepsie, NY 12601
Phone: (845) 486-2080
Email address: dsmith@dutchessny.gov*

Thank you for your cooperation.

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New Paltz, NY 12561-1696

Town of Pawling
Town Hall
160 Charles Colman Boulevard
Pawling, NY 12564

NYC Dept. of Environmental Protection
59-17 Junction Blvd., 13th Floor
Flushing, NY 11373

State Historic Preservation Office
OPRHP
PO Box 189
Waterford, NY 12188

INTERESTED AGENCIES:

Pawling Fire Department
PO Box 132
Pawling, NY 12564

Dutchess County Sheriff's Office
108 Parker Avenue
Poughkeepsie, NY 12603

Village of Pawling
9 Memorial Drive
Pawling, NY 12564

NYS Police – Troop K
2541 Route 44
Salt Point, NY 12578

STATE OF NEW YORK
COUNTY OF DUTCHESS

Proposed Lead Agency: Dutchess County Department of Emergency Response

Name of Action: DUTCHESS COUNTY CONSOLIDATED TWO-WAY
RADIO COMMUNICATION SYSTEM PROJECT

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DATED: _____
_____, New York

Agency Name

By: _____
[signature]

[print signer's name]

Please return to:
Mr. Dana Smith, Commissioner
Dutchess County Department of Emergency Response
392 Creek Road
Poughkeepsie, NY 12601

SUE SERINO
COUNTY EXECUTIVE



STEVEN J. RECTOR
COMMISSIONER

GEORGE L. SALEM, JR.
DIRECTOR

DUTCHESS COUNTY GOVERNMENT
HUMAN RESOURCES
DIVISION OF RISK MANAGEMENT

January 26, 2024

Jennifer Osborne
Village Clerk
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564

RE: Participation Agreement

Dear Jennifer,

Attached please find two signed copies of the 2024 Participation Agreement for the Dutchess County Self-Insured Workers' Compensation Plan. Would you please have the Mayor execute both copies and return one signed original to my attention. If you have any questions, please call.

Very truly yours,

George L. Salem, Jr.
Director of Risk Management



PARTICIPATION AGREEMENT BETWEEN

The Dutchess County Self-Insured Workers' Compensation Plan And

VILLAGE OF PAWLING

THIS AGREEMENT is entered into by and between the Dutchess County Mutual Self-Insurance Plan, 22 Market Street, Poughkeepsie, New York ("Plan") and the Village of Pawling ("Participant") for the purpose of providing statutory workers' compensation benefits and related coverages.

WHEREAS, the Dutchess County Self-Insurance Workers' Compensation Plan, established January 1, 1980, by Dutchess County Local Law No. 5 of 1980, and subsequently amended by Dutchess County Local Law No. 6 of 2013, provides for the administration thereof pursuant to Article 5 of the Workers' Compensation Law, Section 207-a and 207-c of General Municipal Law, Volunteer Firefighters Benefits Law, and Volunteer Ambulance Workers' Benefits Law, as applicable, to the County of Dutchess and municipal corporations located within the County of Dutchess;

WHEREAS, cities, towns, villages, Dutchess Community College, and public corporations within Dutchess County shall be eligible to apply for participation in the Plan; and

WHEREAS, the Plan is governed by the County of Dutchess ("County") and administered by the County's Director of Risk Management, ("Plan Manager"); and

WHEREAS, Local Law No. 6 of 2013 vests the Plan Manager with the authority to promulgate regulations to ensure fair and equitable administration of the Plan; and

WHEREAS, the Plan Manager requires that this Participation Agreement ("Participation Agreement" or "Agreement") be executed between the Plan and the Participant in order to ensure fair and equitable administration of the Plan; and

WHEREAS, the Plan Manager requires that this Participation Agreement be executed on or before December 31, 2017 and annually thereafter.

CONDITIONS OF PARTICIPATION agreed upon by and between the parties are as follows:

1. **Becoming a Participant.** An eligible entity may become a participant of the Plan at the discretion of the County of Dutchess and upon approval by the Plan Manager, upon filing with the Plan Manager:
 - a. A certified copy of the resolution of its governing body indicating its intention to become a participant in the Plan;
 - b. A five-year claims history;
 - c. A list of current employees with job titles and salaries;
 - d. The location of its facilities; and
 - e. Any other information deemed by the Plan Manager to be necessary to ascertain the Participant's suitability for

the Plan.

The Plan Manager may impose fair and equitable terms and conditions to be fulfilled by such new participant as a condition precedent to acceptance in the Plan.

2. **Duties of the Parties Regarding Claims.** The parties agree to the following:

Record Keeping. The Participant shall maintain a record of all injuries suffered by employees in the course of their employment.

Timely Reporting. The Supervisor's Report of On-The-Job Injury/Incident shall be filed with the Plan Manager and/or third-party administrator within twenty-four (24) hours of the incident or knowledge of the incident.

Reports to be Filed. Any and all reports required to be filed with the Workers' Compensation Board pursuant to the Workers' Compensation Law, shall be filed promptly with the Plan Manager.

Claims Administration. The Plan Manager or its designee(s) will administer workers' compensation claims for which notice of injury has been given, contact injured employees as appropriate, attend New York Workers' Compensation Board hearings, and pay reasonable claims expenses.

Professional Services. The Plan Manager may solicit contracts for professional, consultant, and management services as deemed necessary and within its appropriation. Acquisition of all contracts and services by the Plan Manager shall be done pursuant to the procurement requirements of the General Municipal Law and/or procurement policies of the County of Dutchess.

Statement of Claims ("Loss Runs"). The Plan Manager will routinely and upon request provide the Participant a statement of claims including paid-to-date amounts and estimates of future liabilities ("Reserves", as defined by paragraph 5 of this Agreement).

Cooperation with Reporting. The Participant will fully cooperate with the Plan Manager in the administration of the Plan and shall render such reports as may be requested quarterly or annually, within thirty (30) days of the close of each quarter or calendar year and at such other times as the Plan Manager may require, and shall promptly furnish all pertinent information relative to any claim and aid in the investigation of any claim involving the Participant.

Penalty or Expulsion. If the Participant violates any of the provisions of this section or the requirements of the Workers' Compensation Law, in addition to any accrued penalties or fees, the Plan Manager may charge the Participant a lump sum penalty not to exceed the sum of One Thousand and 00/100 (\$1,000) Dollars. Alternatively, the Plan Manager may expel the Participant from the Plan in accordance with the rules of Section 17 entitled *Expulsion from the Plan*. Fines arising from the Participant's late reporting of an injury or incident will be the responsibility of the Participant.

3. **Commitment to a Safe Workplace.**

Statement of Safety. The Participant commits to provide a safe workplace for its employees and volunteers. The Plan

Manager shall establish a safety program for the Participant designed for the responsible and reasonable protection of lives, health, and safety of its employees. The Participant shall receive and abide by the recommendations of the Safety Committee, of which the Plan Manager shall be a member, and may further establish such steps as may be deemed reasonable by the Plan Manager to protect the lives, health, and safety of its employees.

Workplace Safety Training and Education. The Plan Manager may employ or contract workplace safety experts or professional service persons or organizations to provide workplace safety education and training for the benefit of the Participant or the plan participants.

Participant Safety Programs. Notwithstanding any other provision to the contrary, nothing herein shall be construed to prohibit the Participant from developing or implementing any safety program or procedure.

4. **Plan Budget.** The Plan Manager shall present to the County Executive, County Budget Officer, and Commissioner of Finance, who shall approve, no later than the twentieth day of August in each year an estimate of four components for the ensuing calendar year to:
 - a. Meet the payments with respect to the liability of participants required to be made by the County pursuant to Section 63 of the Workers' Compensation Law,
 - b. Pay the administrative expenses of the Plan,
 - c. Repay any amounts advanced to the Plan, and
 - d. Provide for contributions to the Plan's reserve, as described in paragraph (5), below.
5. **Plan Reserve.** A reserve not to exceed the present value of the Plan's outstanding liabilities as calculated by an actuary has been established for the Plan and is annually adjusted on a calendar year basis.
6. **Calculation of Contribution.** The Plan's expenses will be apportioned among the Plan participants using factors and rules promulgated by the New York Workers' Compensation Insurance Rating Board and approved by the New York State Department of Financial Services, in effect on the first day of the fiscal year for which the apportionment is made. Participants will be notified of their apportionment amounts on or before the twentieth day of August for the ensuing calendar year. A sample calculation is attached.
7. **Annual Submission of Data.**

Employee Payroll. The Participant will provide a copy of its quarterly Form NYS-45 along with a list of employees and their current job title, according to the following schedule. The Plan Manager reserves the right to audit the Participant's NYS-45 form and its list of employees in current job titles. The Participant may furnish an alternative source of this data upon approval of the Plan Manager (e.g. spreadsheet).

<u>Quarter</u>	<u>Due Date</u>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 14

October 1 to December 31

January 13

Volunteer Firefighters. If the Participant employs or engages volunteer firefighters, the population served by the Participant will be collected from the Dutchess County Department of Emergency Response.

Other Data. Other data necessary for the calculation of contribution shall be provided within twenty- one (21) days upon the Plan Manager's written request.

Verification. The Plan reserves the right to verify the data through reasonable and reliable means and to set the values at its discretion if not provided.

8. **Payment of Contribution.** The share of the Participant shall be billed by the County with payment due by January 30th of the plan budget year. The Participant will be assessed a penalty of 1.5% of any overdue balance owed at the end of each successive month.
9. **Excess or Primary Insurance.** The Plan Manager shall acquire and keep in force during the life of the Plan an Excess Workers' Compensation and Employers' Liability Insurance Policy, the cost thereof to be paid from the funds of the Plan.
10. **Custodian of Funds.** The Dutchess County Commissioner of Finance, pursuant to Section 64 of the Workers' Compensation Law, shall be the custodian of the monies of the Plan and shall disburse the same in conformity with the direction of Section 64(2) of such statute.
11. **Third Party Administrator Escrow.** In the event the Plan Manager determines that it is necessary to contract with a third-party claims administrator to assist with the administration of the Plan, the Plan Manager, with the concurrence of the Commissioner of Finance, may also determine that the third- party administrator may hold an escrow account to make payments to providers and claimants on behalf of the Plan.

The County will establish and maintain a system of internal controls to monitor any payments made through a third-party claims administrator.

The Plan Manager will maintain and file all copies of case file documentation provided by the third- party administrator.

The Plan Manager will review this documentation to ensure that all claims are for eligible work-related injuries or illnesses, and that required forms are filed with the Workers' Compensation Board in a timely manner.

The Plan Manager will verify that claimants are legitimate employees of the Participant.

The County will audit and reconcile claims paid with the list of claims payments submitted by the third- party administrator to the Plan Manager.

12. **Attorney.** The Dutchess County Attorney, pursuant to section 64(3) of the Workers' Compensation Law, is hereby designated as the attorney for the Plan. The Dutchess County Attorney may engage special counsel in accordance

with Section 64(3) of the Workers' Compensation Law, subject to the approval of the County Legislature. However, nothing in this paragraph shall prevent the Plan Manager from soliciting contracts for professional, consultant and management services as deemed necessary and within appropriations, pursuant to Paragraph two (2) hereof.

13. **Certificates of Insurance.** Upon written request by the Participant, the Plan Manager shall deliver a "Certificate of Participation in Workers' Compensation County Self-Insurance Plan" or its equivalent to the Participant and the Workers' Compensation Board, and the Certificate Holder if requested to do so by the Participant, when the Participant is required to provide proof of workers' compensation coverage to receive a permit, license, or when entering into a contract.

If the participant withdraws or is expelled from the Plan, the Plan Manager shall notify the certificate holder within ten (10) days of termination.

The Plan Manager shall issue a Workers' Compensation Board Notice of Compliance or its equivalent to the Participant on an annual basis.

14. **Settlements.** All settlements of the Participant's workers' compensation claims shall be approved by the Plan Manager after consultation with the Participant.
15. **Quarterly Activity Report.** Upon request of the Participant, but no more than quarterly, the Plan Manager shall issue detailed workers' compensation claim and safety reports to the Participant.
16. **General Municipal Law 207.** The Participant shall cooperate with The Plan Manager or its designee(s) in the management of claims under GML 207 in conformity with the applicable Collective Bargaining Agreement and regarding recommendations of granting or denying GML 207 benefits from the Plan Manager or its designee(s).
17. **Withdrawal from the Plan.** The Participant shall make every attempt to may notify the Plan Manager of its intent to withdraw from the Plan by July 1st. The Participant must notify the Plan Manager of its intent to withdraw from the Plan by filing with the Plan Manager a certified copy of the resolution of its governing body evincing its intent to withdraw (60) days in advance of its anniversary date, upon the condition that it agree to pay its proportionate share of the estimated liabilities of the Plan at the time of withdrawal. Payment of such liabilities will be made pursuant to the provisions of the Workers' Compensation Law, as determined by the Plan's actuary within ninety (90) days of notification.

Payment of such liabilities shall be made in lump sum or the Plan Manager may permit said payment to be made in installments.

18. **Expulsion from the Plan.** The Plan Manager reserves the right to expel any Participant from the Plan if a Participant violates any of the provisions of this Participation Agreement or the requirements of the Workers' Compensation Law. Any Participant expelled from the Plan, shall receive written notification from the Plan Manager of such expulsion at least ninety (90) days prior to the effective date of such expulsion. Upon expulsion from the Plan, the Participant shall be liable to pay a lump sum penalty not to exceed One Thousand

and 00/100 (\$1,0000) Dollars. Alternatively, the Plan Manager may elect to expel such Participant and the Participant shall be liable to pay its proportionate share of the estimated liabilities of the Plan upon the effective date of expulsion. Payment of such liabilities will be made pursuant to the provisions of the Workers' Compensation Law, as determined by the Plan's actuary within ninety (90) days from the Plan Manager's notification to the Participant of pending expulsion. Payment of such liabilities shall be made in lump sum or the Plan Manager may permit said payment to be made in installments.

19. **Severability.** If any clause, sentence, paragraph, subdivision, section, or part of this Agreement or the application thereof shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation the clause, sentence, paragraph, subdivision, section, or part of this Agreement or in its application to the person, corporation, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.
20. **Changes to this Agreement.** Amendments of the Plan Participation Agreement may be made by mutual agreement of the parties with the same formalities of this Plan Participation Agreement.

Such amendments will require a signature from a person authorized to bind the Participant in contract within thirty (30) days of the adopted changes.

Failure to sign the Plan Participant Agreement may be treated by the Plan Manager as the Participant effectively electing to withdraw from the Plan in which case, a certified copy of the resolution of the governing body electing to withdraw shall not be required.

21. **Term of Agreement.** This Agreement shall be effective January 1, 2024 and shall terminate on December 31, 2024, unless otherwise terminated as set forth herein.
22. **Retention of Records.** The Participant agrees to maintain and have available for audit such records as may be required by the Plan Manager, the County, or United States governmental agencies. These records shall be available for inspection by the Plan Manager upon reasonable notice to the Participant, and shall be maintained for a minimum of ten (10) years after termination of this Agreement.
23. **Non-Assignment.** This Agreement may not be assigned by the Participant without prior written consent of the Plan Manager, and the County and/or Plan Manager shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
24. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

COUNTY OF DUTCHESS
Attn: George L. Salem, Jr. Director of Risk Management
22 Market Street – 5th Floor
Poughkeepsie NY 12601

25. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.
26. **Notice of Intent to Sue.** (a) Participant agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, the Participant shall provide to the Plan Manager a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Participant believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Participant, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.
27. **Rules of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship. The Participant warrants that this Agreement has been signed by a person with authority to bind the Participant in contract.
28. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

VILLAGE OF PAWLING

BY: MAYOR

Date:

COUNTY OF DUTCHESS

BY: GEORGE L. SALEM, JR. PLAN MANAGER

Date:

Per #6 - please see sample calculation attached as a PDF.

Contribution Calculation

Pawling Village

Participation Year 2024

	Basis	Charge
Contribution Calculation		
Workers Compensation (based on payroll)	552,165	20,856
Volunteer Firefighter Benefit Law (pop. served)		0
NYCIRB Manual		20,856
Calculation of Estimated Retail Cost		
Experience Modification Factor	1.47	9,802
Underwriting Discount	-0.30	(9,197)
Expense Constant, Terrorism, and Natural Disaster charges		501
Retail Workers Compensation Board Assessment		1,251
Retail Estimate with WCB Assessment		23,213
Retail Estimate Less WCB Assessment (A)		21,962
Retail Estimate Less WCB Assessment for All Participants (B)		5,378,643
Calculation of Contribution to Group		
Participant's Share of Plan Cost (A / B)		0.41%
Plan Budget Prior to Board Assessment (C)		4,621,090
Participant's Share of Plan Cost Pre-WCB Assessment (A / B * C)		18,868
County Plan WCB Assessment Charge		1,001
Special Adjustment(s)		0
Final Contribution		19,870

Experience Modification Factor	<i>Actual Primary Losses</i>	+	<i>Expected Excess Losses</i>	=	(14,037 + 20,059)	=	<i>May Be Subject to a Cap/Max</i>	=	EMF
	<i>Expected Total Losses</i>				22,886				1.47

Classification Codes	Description and Code	Exposure	Rate	Manual
	C5506: Street or Road Construction and Repair	157,885	10.01	15,800
	C8810: Clerical Office Workers	289,024	0.13	376
	C9102: Parks, Playgrounds and Recreation	52,628	3.24	1,704
	C9402: Street Cleaners/Drivers; Snow plowing	52,628	5.66	2,976
		552,165		20,856

Metro North Vouchers to be Approved at February 20, 2024 Meeting

Check Number	Voucher Number	Vendor	Amount
887	020	Pride Lawn Care	\$400.00
888	021	Tshepo Madome	\$20.00
889	022	Pay By Phone	\$323.40
890	023	Roger Dickson	\$278.96
891	024	RBT CPAs	\$600.00
		Total	\$1,622.36