



AGENDA

January 2, 2024

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I. OPEN MEETING

II. PUBLIC HEARING

- Public Hearing to consider any objections or comments concerning the rate schedule in connection with the operation and maintenance costs of the sewerage system: said rate schedule is proposed to be set at \$1,200,000.00.
- Public Hearing to consider and approve the apportionment of the debt retirement costs of the sewerage system of the Village of Pawling Sewer District in the amount of \$302,877.00.

III. NEW BUSINESS

- Approve December 4, 2023 – Organizational and December 4, 2023 minutes.
- Approve rate schedule in connection with the operation and maintenance costs of the sewerage system at \$1,200,000.00.
- Approve the apportionment of the debt retirement costs of the sewerage system of the Village of Pawling Sewer District in the amount of \$302,877.00
- Approve Pay Request No. 7 for T&A Construction. Inc. in the amount of \$114,612.75 for Pawling Water Supply Contract VP-BID-04.
- Approve Pay Request No. 1 for Kasselmann Electric Co., Inc. in the amount of \$473,788.51 for Water Supply Project Contract VP-BID-04.
- Approve Change Order No. 4 for Village of Pawling Water Supply Project Contract 1 General Construction.
- Approve Intermunicipal Agreement with County of Dutchess for Shared Services Procurement Assistance Program.
- Approve Metro North Treasurer's Report for November 2024.

IV. OLD BUSINESS

- Engineer's Report

V. MOTION TO PAY BILLS

- December bills in the amount of \$.

VI. ADJOURNMENT

Dist. 11/08/23
Ref. # 73.23

	DESCRIPTION	2023 Approved Budget	Actual Through November	2024 Proposed Budget
	REVENUES			
A2120	SEWER RENTS	\$ 1,100,000.00	898,188.32	1,200,000.00
A2128	PENALTIES ON SEWER RENTS	\$ 12,000.00	9,794.73	14,000.00
A2122.0	HOOK UP FEES	\$ 1,500.00	-	1,500.00
A2401	INTEREST EARNED	\$ 1,000.00	13,205.19	5,000.00
3900.0	MISC REVENUES	\$ -		
A2770.1	DUE FROM VILLAGE	\$ 10,000.00	10,751.63	10,000.00
9900.0	APPROPRIATED SURPLUS			
	Transfer from Capital Project			
9900.3	Fund Balance	\$ 88,568.00		115,041.24
	TOTAL REVENUE	1,125,087.00	931,939.87	1,345,541.24
	APPROPRIATIONS			
81101.1	PERSONNEL/ADMIN	\$ 113,000.00	\$ 40,308.10	115,500.00
13042.2	LEGAL	\$ 20,000.00	\$ (5,707.96)	30,000.00
13042.3	ENGINEERING	\$ 20,000.00	\$ 17,411.25	30,000.00
13042.4	ADMINISTRATION	\$ 1,000.00	\$ (189.00)	1,000.00
13042.5	ACCOUNTING	\$ 22,000.00	\$ 7,597.65	22,000.00
13041.1	SEWER OPERATOR	\$ 297,156.00	\$ 47,452.84	314,042.24
81104.1	COMPUTER/PRINTER	\$ 1,000.00	\$ 1,000.00	1,000.00
81104.2	POSTAGE	\$ 1,500.00	\$ 1,342.00	1,700.00
81104.3	OFFICE RENTAL	\$ 7,000.00	\$ 3,500.00	7,000.00
81104.4	OFFICE SUPPLIES	\$ 1,750.00	\$ 566.81	2,000.00
13042.6	SPDES & AIR PERMIT	\$ 2,500.00	\$ 2,340.00	2,500.00
81104.5	INSURANCE	\$ 21,000.00	\$ 2,166.09	23,000.00
81104.6	PUBLICATIONS	\$ 500.00	\$ 300.00	500.00
81104.7	EQUIPMENT	\$ 15,000.00	\$ (236.13)	18,000.00
81104.8	Computer Software	\$ 1,500.00	\$ 1,217.93	1,500.00
13044.1	CHEMICALS	\$ 30,000.00	\$ 642.57	34,000.00
13042.7	LAB FEES	\$ 5,000.00	\$ 1,803.88	6,000.00
13043.2	REPAIRS/MAINTENANCE	\$ 36,000.00	\$ (1,490.15)	100,000.00
13043.1	Maintenance of Software	\$ 6,000.00	\$ 1,195.00	6,000.00
13043.4	COLLECTION SYS MAIN/REPAIRS	\$ 12,000.00	\$ (12,902.78)	20,000.00
13043.3	PUMP Station Main/Repairs	\$ 25,000.00	\$ 18,305.58	30,000.00
13041.1	SECURITY	\$ 5,000.00	\$ 164.00	8,000.00
13041.2	ELECTRIC	\$ 165,000.00	\$ 52,134.58	155,000.00
13041.3	FUEL	\$ 1,500.00	\$ (1,000.00)	2,500.00
13041.4	TELEPHONE & INTERNET	\$ 3,250.00	\$ 970.19	3,400.00
13041.5	WATER	\$ 1,500.00	\$ 512.00	1,000.00
13041.6	SLUDGE	\$ 80,000.00	\$ 32,103.67	87,000.00
84900.0	CONTINGENCY	\$ 20,000.00	20,000.00	20,000.00
A9950	Transfer to Capital Reserve			
	TOTAL APPROPRIATIONS	\$915,156.00		1,042,642.24
74501.0	PRINCIPAL V/P EFC BAN	\$ 297,912.00		302,877.00
74511.0	Wire Transfer			22.00
				1,345,541.24
44550.0	BONDING COSTS			
	TOTAL BONDING & COSTS			
	TOTAL	1,213,068.00		\$ 1,345,541.24
	TOTAL INCREASE			

Draft Stipends & Salary 2024

	Base Per year	Fica/SS/Medicare Per year	Total Per year
Chairperson:	\$7,000.00	\$535.52	\$7,535.52
Vice Chair:	\$6,000.00	\$459.00	<u>\$6,459.00</u>
			\$13,994.52

Commissioners

	Base Per year	Fica/SS/Medicare Per year	Total Per Year
Commissioner:	\$5,500.00	\$422.00	\$5,922.00
Commissioner:	\$5,500.00	\$422.00	\$5,922.00
Commissioner:	\$5,500.00	\$422.00	\$5,922.00
Commissioner:	\$5,500.00	\$422.00	\$5,922.00
Commissioner:	\$5,500.00	\$422.00	<u>\$5,922.00</u>
			\$29,610.00
Total:			\$43,604.52

Salary

	Base Per year	Fica/SS/Medicare per year	Total per year
Christine Brown	\$54,600.00	\$4,182.20	\$58,782.20
Retirement (Estimate)			\$ 753.75
Medical: (Estimate)			<u>\$12,050.00</u>
			\$71,585.95
Total:			\$115,190.47

Change Order for T&A Construction General Contract for Lower Baxter

Previous Change Orders for T&A added Mechanical (Principally piping) and HVAC (Heating equipment) to T&A's General contract as the Village received no bids from the Advertisement for Prime Contractors for those disciplines.

This Change order modifies T&A's General Contract to pay for unforeseen conditions that developed as a result of the construction activities. This Change Order also adds money to the Field Order Item as the contract period has significantly been extended (4 months to 16 months) as a result of supply chain difficulties in procurement of electrical components such as the generator and main transfer switch and main shut off on the supply side and plant side of CHG&E's meter.

Not directly related to the merits for and approvability of these Change Orders is the fact that even with these Change Orders, the proposed overall contract value for T&A's General contract of \$1,288,320 is still \$840,595 lower than the next lowest General Contract Bid of \$2,128,915.

This proposed Change Order is organized into several work areas as described below.

Revise Field Order Allowance

It is recommended that the Field order Allowance be increased from \$100,000 by \$50,000 to account for a substantial extension in the work schedule principally driven by supply chain difficulty in procurement of electrical components. It is also noted that the Field Order Allowance was used to pay \$35,000 for wellfield work that was previously contemplated to be completed by the Village in advance of the award of the General Contract. The time extension is from January 1, 2024 to January 1, 2025.

Building System Changes

Soft soils were observed in the location of the Lower Baxter WTP resulting in deeper excavation, addition of geotech fabric and increased in foundation wall depth. These changes commenced a trickle effect of interior building changes including placement of Fiber-Reinforced Plastic paneling both on the ceiling and walls to maintain compliance with Building Code thermal requirements. Ceiling insulation requirements and instillation means and methods added complexity at the ceiling wall interface. Additionally, a field order changed the exterior finish from the proposed smooth surface to a split block surface to match the exterior of the existing Baxter Green WTP. This change drove the need for some surface grinding for the bracket supports of the door overhangs. The proposed Change order value to address these changes is \$17,000.

Grandview Connection Changes

The connection between the new 6" finished water main and the existing Grandview 4" water main revealed additional unforeseen complexity because the connection at that location is to an active potable main where the potable side of the system needed to be uncompromised during pressure test, disinfection and post disinfection Bac-T performance testing. To accomplish this transition, additional valves, piping and hydrants were needed. Finally, pavement surface restoration was significantly more extensive than contemplated as re-pavement was extended northward to include an area of a previous watermain repair thus eliminating a two patch scenario for a single continuous re-pavement. The proposed Change order value to address these changes is \$30,000.

Piping Changes in the Lower Baxter WTP

The Contractor and LaBella thought through the process of pressure testing and disinfecting components of the delivery system: Well pumps to WTP discharge piping, WTP discharge through the chlorine contact piping and the finished water discharge pipe to Grandview. These component segments needed to be tested separately and sequentially as construction occurred at different times. To date, the finished water segment and the chlorine contact segments have both passed pressure testing and the finished water segment also passed bacteriological testing. The segment from the wells to the chlorine contact tank still needs to be disinfected, pressure tested and Bac-t tested. This sequential testing added time and cost and the need for additional sampling taps and valves within the WTP piping systems. The proposed Change order value to address these changes is \$12,500.

Changes in the 30" Chlorine Contact Pipe placement

There are several unforeseen conditions that were revealed as construction of the chloring contact piping progressed. The most significant condition was the presence of rock at depth above the invert of the CCT pipe. The alignment of the pipe and the spacing needed between the southerly run and the northerly return significantly increased excavation, clearing, grubbing and restoration. Finally, the presence of a drainage ditch across the site caused additional complexity as it needed to be removed, replaced and extended and concrete encased. Finally, choice of materials to some extent drives restraint requirements for the CCT, during pressure testing which is required at 1.5 times the working pressure or 165 psi, the horizontal thrust at the southern end of the CCT is 340,000 pounds and restraint and 170,000 pounds on each pipe at the northerly end. T&A's bid included 3 types of pipe, with PVC being the least expensive, unfortunately and unknown to T&A or LaBella that choice required an extensive concrete thrust block system to resist the forces noted above. The proposed Change order value to address these changes is \$135,500.

Change in Access improvements

The wellfield access area is provided with a stone access way, to prevent that stone from being "lost" in the subsoils a fabric underlayment was added. Similarly, the roadway surface at the "main" gate was severely damaged as a result of all the heavy equipment traffic to the Lower Baxter area, This change in work provides for the removal of soft and damaged pavement and the addition of new pavement to both repair the damaged areas and to match the roadway geometry required by the new gate The proposed Change order value to address these changes is \$5,000.

December 22, 2023

RE: Consolidated Change Order Request

Lower Baxter T&A General Contract VP-BID-04

LaBella Engineering :

As the project for the new Pawling water treatment plant progressed T&A encountered several unforeseen conditions that were at the time discussed with LaBella Engineering Staff who determined that the work was necessary and needed to proceed to meet the project schedule.

Below is a list documenting the additional work that was provided.

Chlorine Contact Pipe

Conflict of placement of pipe caused additional clearing and grubbing-

Clearing of approximately 8000 sq feet of woody brush including grubbing and stump removal.

Modification of existing drainage swale and additional drainage, additional topsoil and remediation was required. Crew time 3 days including trucking, 40 additional yards of topsoil, 80 yards of debris refuse and 30' of 30" HDPE drainage pipe.

Soil Conditions-

Unsuitable soil resulted in a thrust block much more extensive than previously planned. The placement of thrust blocking also was placed in path of existing utilities that required the use of hydro-excavation methods, Trucking, excavation, and removal of additional 180 yards of material. This process resulted in 4 days of additional site preparation and the addition of approximately 148 yards of concrete than previously planned.

Rock excavation

During the excavation of the CCP rock requiring hammering was encountered. In total approximately 80 yards of rock was hammered and removed from trench. In total, crew spent approximately 3 days hammering and removal of rock from path. As mentioned earlier the presence of existing drainage required a deeper than planned excavation resulting in a wider trench to meet OSHA standards of trench safety. By making the trench wider we avoided the need for shoring that would have caused significant costs to the project. Some costs were mitigated by using hammered material onsite in slope stabilization rather than be trucked and disposed of offsite.

Piping and Fittings-

To thoroughly test and isolate CCP, the addition of a valve on the distribution side of the pipe was necessary. The Availability of certain USA manufactured fittings also became problematic which resulted in changes to original plan to make transitions from 30 inch to 6 inch size fittings. Extra reducers and valve installation added material costs and approximately 1.5 days to construction timeline.

BUILDING

Early in the construction process effort was made to match design to the existing building on Tyrell rd.

Moving from a smooth CMU block surface to a textured look proved to have a domino effect to downstream construction activities mostly related to water sealing through wall and wall mounted units including entry gables, louvres, and exhaust fan components. This required grinding of all blocks and has an impact of an additional 75 labor hours. Thicker FRP panels were required for the ceiling to meet building codes as construction sequencing would not have been possible to the original plan. To meet deadlines certain material were expedited at additional costs to also keep construction sequencing with electricians feasible. As part of the plumbing installation additional taps for testing were added on each line requiring 12 new taps and 1.5 days in additional labor. Drains for eyewash station were not included in foundation build plans and thus were omitted in original construction of foundation. The additional drain resulted in an extra crew day and drainage materials as core drilling of foundation is required to meet BOHA.

GRANDVIEW

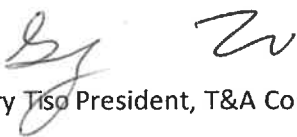
During the keyhole excavation on Grandview Avenue, it was determined that connecting to the existing end of line was not feasible due to the existing fittings in use being obsolete. A connection was made further up the road using a "T" connection resulting in additional excavation and backfill. In addition, a valve and hydrant need to be added to the original plan to properly isolate the new water line and provide a place to test and flush the system before commissioning to existing facilities. While on-site we observed areas of damaged blacktop on Grandview close to our impacted from a previous waterline repair. It was determined to extend our blacktop remediation to include fixing the previously damaged blacktop. The angle at which the HDD waterline was coming into Grandview meant that damage to residential driveway at end of road was inevitable and it was determined to replace in kind. These changes in addition to material not originally planned resulted in three additional crew days and additional blacktop.

Gate Entrance.

Gate entrance to site needed to be relocated to accommodate property lines and setbacks required for sliding gate. In doing so, the gate opening needed to be extended so that larger trucks could make it through the gate while in the turn. It was also determined that the blacktop for approximately 80 feet is in significant disrepair at the entrance and should be replaced. Changes in gate construction, removal, and replacement of approximately 28 tons of blacktop are required to meet changed objectives.

The above list includes substantial changes that have incurred additional costs during construction. Daily we often see slight changes that are required to meet contract obligations that vary from the original intent, and we mitigate those changes into our existing construction budget. On the other hand, sometimes substantial changes are required, and additional costs cannot be averted. We look forward to completing the final stages of this project and delivering it to our hometown at an end price significantly lower than any original competing bids, please feel free to reach out to discuss any of the issues stated here within and thanks again for this opportunity.

Sincerely,



Gary Tiso President, T&A Construction Inc.

INTERMUNICIPAL
AGREEMENT

THIS AGREEMENT, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “**COUNTY**”) and the **VILLAGE OF PAWLING**, a municipal corporation, whose address is 9 Memorial Lane, Pawling, New York 12564 (hereinafter referred to as the “**Municipality**”).

WITNESSETH:

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee, to “upon the request of any Municipality, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature”, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any Municipality, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, and

WHEREAS, the Municipality has requested that the County of Dutchess assist it with central purchasing services, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines “municipal corporation” as a county outside the Municipality of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a “municipal district” as a county or town improvement district, among other things, and

WHEREAS, this Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County with central purchasing services,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish the municipality with central purchasing services as set forth on the Scope of Services attached hereto as Exhibit "A".

2. TERM OF AGREEMENT. This Agreement shall be effective November 1, 2023 and shall terminate on October 31, 2024, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

4. PAYMENT. As full and complete consideration for the services so rendered, the Municipality shall pay to the County SIXTY and 00/100 (\$60.00) DOLLARS per hour with a minimum of one (1) hour and thereafter, may be prorated in increments of fifteen (15) minutes, if applicable, per the Scope of Services attached hereto as Exhibit "A".

5. LIABILITY.
- (a) County: The County shall assume liability for, defend against, and secure the Municipality from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County. The County maintains general liability insurance and shall name the Municipality as additional insured on such policies for the services provided under this Agreement.
 - (b) The Municipality shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Municipality, its employees, servants or agents arising out of the performance of this Agreement.

6. PERSONNEL.
- (a) Employee Status: For purposes of this Agreement only, all persons employed by the County in providing central purchasing services to the Municipality shall be County officers or employees, and they shall not have any benefit, status or right of Municipality employment.
 - (b) Payment: The Municipality shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing central purchasing services to the Municipality under this Agreement.
 - (c) All County employees performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the Municipality shall not be responsible for the payment of any benefits thereunder.

7. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

8. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon twenty (20) days prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

9. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

10. COOPERATION. In the event the Municipality is sued by a responder or bidder in connection with the award of a contract, the County agrees to make its employees involved in the procurement process available to participate in answering any inquiries, at no charge to the Municipality.

11. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

12. 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.

13. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

14. RULES OF CONSTRUCTION. This Agreement 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.

15. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

16. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2023.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
William F.X. O'Neil
Acting County Executive

APPROVED AS TO CONTENT:

VILLAGE OF PAWLING:

Central Services

BY: _____
Lauri Taylor, Mayor

Scope of Service Exhibit A

Project Description:

Provide procurement assistance to municipalities as follows:

- Assist in the development of bid specifications
- Provide professional opinion and research related to bid proposals
- Single point of contact for all related questions regarding bids
- Post all bids on the Empire State Purchasing Group web portal through BidNet
- Post all addenda and questions regarding bids
- Provide information as to the number downloads etc.
- Bid proposals would be opened by the municipality
- Provide assistance in reviewing the bid responses and the tabulation of results
- Municipality would make the award.
- Provide guidance and assistance during the RFP evaluation phase
- Provide the evaluation criteria spreadsheet for RFP's
- Act as a coordinator for the opportunity to conduct cooperative purchasing.
- Contact municipalities as to the availability to participate in County cooperative purchasing opportunities. This will provide increased savings for commodities and services due to bulk purchasing.
- Coordinate cooperative purchasing opportunities among the municipalities.
- Assist in research regarding the opportunity to piggyback off other municipal bids and RFP's providing administrative savings
- Provide advice and assistance as to the opportunity to purchase off State Contract.

****bids also refers to Request for Proposals & Quotes**

Additionally, municipalities will be given the opportunity to participate in the County auctions at no cost to the municipality.

**Project Cost is \$60 per hour, with a minimum of one hour and thereafter,
may be prorated in increments of fifteen minutes.**

Treasurer's Report November 1, 2023 – November 30, 2023

November 1, 2023		
Checking	\$120.88	
Money Market	\$4,605.82	
	Total	\$4,726.70
Receipts		
Interest earned		
	Total Receipts	\$0.00
Disbursements:		
November 30, 2023 – 11/20/23 Vouchers	\$2,117.25	
	Total Disbursements	\$2,117.25
Cash Balance – November 30, 2023		
Location of Funds –		
Checking	\$120.88	
Money Market	\$2,488.57	
	Total	\$2,609.45

Metro North Operating Exp Cash Balance 11/1/2023	\$13,126.70
Plus Interest Earned	\$4.32
Metro North Operating Expense Cash Balance 11/30/2023	\$13,131.02
Metro North Cap. Rsv Cash Balance 11/1/2023	\$29,064.83
Metro North Cap. Rsv Cash Bal 11/30/2023	\$29,064.83
Metro North Merchant Account 11/1/2023	\$13,319.96
November 2023 – Deposits	\$1,220.55
November 2023 - Merchant Svcs Charge	-\$92.19
Metro North Account Balance 11/30/2023	\$14,448.32