



AGENDA

November 21, 2022

Subscribe to our YouTube page for live stream

I. OPEN MEETING

II. PUBLIC HEARING

- Proposed Garbage budget for 2023.

III. NEW BUSINESS

- Approve the minutes from September 19, 2022.
- Adoption of Garbage budget for 2023 if applicable.
- Chapter 10A Building Code update
- Approve Pay Request No. 2 for the Pawling Water Supply Project – Contract No. 2 – HDD Waterline Installation to Roehrs Construction, Inc. in the amount of \$39,855.40.
- Approve Proposal for Professional Services for Umscheid received from LaBella.
- Approve Median Household Income Survey-Low/Moderate Income Survey proposal received from G&G Municipal Consulting and Grant Writing.
- Schedule Public Hearing on 2023 CDBG Grant Application for December 5, 2022.
- Schedule Public Hearing on proposed Pawling Joint Sewer Commission budget for 2023 for December 5, 2022.
- Consent to Town of Pawling Planning Board serving as Lead Agency for Tremson Wood Products LLC Site Plan.
- Approve Village Green and Public Assembly Events Permit Application for the Chamber of Commerce – 2023 Events.
- Approve 2023 Metro North Budget.
- Approve 2023 Metro North Parking Management Plan.
- Approve Metro North Treasurer's Report for October 2022.

IV. OLD BUSINESS

- Engineer's Report

V. MOTION TO PAY BILLS

- Metro North bills in the amount of \$4,798.98.

VI. ADJOURNMENT

VII. EXECUTIVE SESSION – Contract Negotiations and Litigation

2023 Tentative Garbage Budget

	1/2021 – 12/2021 Expenditures	1/2022 – 12/2022 Budget	1/1/22-10/12/22 Expenditures	1/2023-12/2023 Tentative Budget
Personnel Services	75,662	78,500	60,181 (20 of 26 P/Rs)	80,500
Social Security	4,670	4,867	3,715	4,991
Medicare	1,093	1,139	869	1,168
Retirement	11,784	9,500	not available yet	9,800
Contingency	-----	5,000	-----	5,000
Truck Repair	191	20,000	9,973	14,000
Tipping Fees	82,493	81,500	66,483 9 of 12 months	96,622
Recycling	5,061	9,199	1,053	2,067
Administration	Rent 1,500 Other 1,599	Rent 1,500 Other 2,500 Software 1,000	Rent 1500 Other 926	Rent 1,500 Other 1,700 Software 3,000
Maintenance	636	8,000	1,984	2,714
Fuel	-----	4,500	4,500	10,500
BAN Principal	11,600	-----	-----	-----
BAN Interest	173	-----	-----	-----
TOTAL	196,462	227,205 ÷ 935 = \$243.00/unit	Approx.151,184 9-month total	233,562 ÷ 938 = \$249.00/unit



November 15, 2022

Mayor Lauri Taylor
Village of Pawling
9 Memorial Avenue
Pawling, New York 12564

RE: Pawling Water Supply Project
Bid No.: VP-BID-02
Contract 2 – HDD Waterline Installation
Project # 41848.00

Dear Mayor Taylor:

Please find enclosed Pay Application No. 2 the final pay application for Contract 2 – HDD Waterline Installation in the amount of \$39,855.40 from Roehrs Construction, Inc., PO Box 406 Clintondale, New York 12515, for the period ending October 20, 2022, as summarized below:

Total Costs Incurred This Period:	\$ 32,000.00
Total Eligible Costs:	\$ 32,000.00
Total Change Order Requests (this period):	\$ 0.00
Minus Ineligible Costs:	\$ 0.00
Subtotal:	
Retainage (5% of completed work from Pay App 1):	\$ 7,855.40
Total Amount of Request:	\$ 39,855.40

LaBella has examined and verified the amounts on the enclosed pay application and invoice and consider them to be an accurate and complete record of the work completed to date.

Should you have any questions, comments and/or concerns, do not hesitate to contact me at jfusillo@labellapc.com / (330) 518-6639.

LaBella Associates

Joseph M. Fusillo, PE
Senior Civil Engineer, Regional Leader

cc: Daniel W. Stone, PE
Jeffrey Liebowitz, EIT
Jennifer Osborn, Village of Pawling Clerk

Contractor's Application for Payment

Owner: <u>Village of Pawling</u>	Owner's Project No.: <u>VP-BID-02</u>
Engineer: <u>La Bella Associates DPC</u>	Engineer's Project No.: _____
Contractor: <u>Roehrs Construction, Inc.</u>	Contractor's Project No.: <u>VP-BID-02</u>
Project: <u>Pawling Water Supply Project</u>	
Contract: <u>Pawling Water Supply Project</u>	
Application No.: <u>Final</u>	Application Date: <u>10/20/2022</u>
Application Period: <u>From 9/14/2022</u>	<u>to 10/20/2022</u>

1. Original Contract Price	\$ 207,600.00	-
2. Net change by Change Orders	\$ 0.00	-
3. Current Contract Price (Line 1 + Line 2)	\$ 207,600.00	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 189,108.00	-
5. Retainage		
a. 5% X \$0 - Work Completed	\$ 0.00	-
b. 0 X \$ 0.00 - Stored Materials	\$ 0.00	-
c. Total Retainage (Line 5.a + Line 5.b)	\$ 0.00	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 189,108.00	-
7. Less previous payments (Line 6 from prior application)	\$ 149,252.60	-
8. Amount due this application	\$ 39,855.40	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 0.00	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Roehrs Construction, Inc.

Signature: *David Roehrs* **Date:** 10/20/22

Recommended by Engineer	Approved by Owner
By: <u><i>JM Fusillo</i></u> <u>Joseph M. Fusillo, PE, ENV SP</u>	By: _____
Title: <u>Senior Civil Engineer, Regional Civil Leader</u>	Title: _____
Date: <u>11/14/2022</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Pawling Water Supply Project Pawling, NY	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction Pawling Water Supply Project-2 CONTRACT DATED: 7/22/2022	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Village of Pawling		

STATE OF: New York
COUNTY OF: Ulster

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Roehrs Construction, Inc.
PO Box 406 Clintondale, NY 12515

BY:

(Signature of authorized representative)

David Roehrs, President
(Printed name and title)

Subscribed and sworn to before me on this date.

Notary Public.
My Commission Expires.

AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Pawling Water Supply Project Pawling, NY	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Village of Pawling	CONTRACT FOR: Pawling Water Supply Project-2 CONTRACT DATED: 7/22/2022	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

STATE OF: New York
COUNTY OF: Ulster

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Roehrs Construction Inc.
PO Box 406 Clintondale, NY 12515

BY



(Signature of authorized representative)

David Roehrs, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public
My Commission Expires:

AIA Document G706™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:07:18 on 02/02/2012 under Order No. 3625265730, 1 which expires on 03/16/2012, and is not for resale.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

B 1257577

PROJECT: **Village of Pawling**
(name, address)

TO (Owner)

Village of Pawling
9 Memorial Ave
Pawling

I Y 12564

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Installation of approximately 2,000 lineal feet of 3" diameter HDPE water pipe, 4 concrete valve vaults and appurtenances.

CONTRACT DATE: 2/28/2022

CONTRACTOR: **Rochrs Construction, Inc.**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVENUE
BRANCHVILLE, NEW JERSEY 07890

, SURETY COMPANY,

on bond

Rochrs Construction, Inc.

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to

Village of Pawling
9 Memorial Ave
Pawling

I Y 12564

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

13th day of June 2022

SELECTIVE INSURANCE COMPANY OF AMERICA
Surety Company



Signature of Authorized Representative

Janice A Ballard

Attest:
(Seal):

Attorney-in-fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

SELECTIVE
BE UNIQUELY INSURED™

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
Bond # o.B 1257577

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

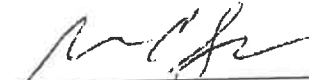
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Janice A Ballard**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Two Hundred Six Thousand One Hundred Fifty Five Dollars (\$206,155.00)**

Signed this 13th day of June, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

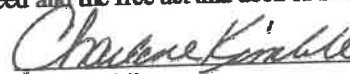


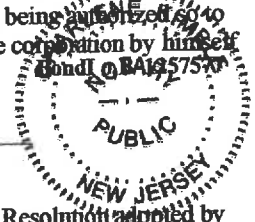
CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. **Branchville**
COUNTY OF SUSSEX :

On this 13th day of June 2022 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 13th day of June, 2022


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE
INSURANCESM

**ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:**

**SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS**

**P.O. Box 7265
London, KY 40742**

Email address: CSVCenter@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

For all other inquiries not related to claims, contact
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1-800-777-9656
1-973-948-3000



November 10, 2022

Honorable
Mayor Lauri Taylor and Village Board
Village of Pawling NY
9 Memorial Drive
Pawling NY 12564

RE: Proposal for Professional permitting Services Umscheid
Village of Pawling Umscheid PW-2
This is not an EFC Project
Labella Project No. 2221771.04

Dear Mayor Taylor and Village Board,

LaBella is submitting this Proposal for Professional Services for continued permitting assistance to the Village for the Umscheid Project. Services needed will be provided by professionals representing Engineering, Biological and Hydrogeological disciplines. Task have been described conforming with these disciplines.

Task 1 Engineering Services for plans and report

Labella Engineers will prepare and submit a report and plans detailing to Dutchess County Department of Behavioral and Community Health.

Labella proposes to create the submittal using the materials previously submitted to DCDBCH for approval of the Umscheid PW-2 as a guide and format

LaBella proposes that the Village compensate LaBella for these services at a lump sum cost of \$6,100.

Task 2 Engineering Services for Response to comments

LaBella will respond to comments from DCDBCH Engineering review as needed. Since it is now unknown if DCDBCH will have any comments or if they do the extent of those comments,

LaBella proposes to provide the services described in Task 2 on a time and Materials basis. Attached is Labella's current rate structure for individuals that will be providing these services. Labella recommends that a not to exceed budget of \$3,900 be established for Task 2.



Task 3 Hydrogeological Services

LaBella Hydrogeologists and geologists will assemble data from Hydrovu and data supplied by Village Water Plant Operators into weekly reports.

LaBella proposes that Task 3 Services be billed on a Lump Sum basis at the rate of \$2000 per week. For the four needed reports a total of \$8,000 is requested.

Task 4 Biological Services

LaBella Biologists will make weekly site inspections to the hibernaculum and associated fen. The biologists will track the known bog turtle to identify if it remains in the hibernaculum.

The biologists will take photographic evidence of apparent hydrology in the fen and note such hydrology from a qualitative standpoint.

The biologists will prepare a memo on the same day as the site visit describing observations during the site visit. The memo will be circulated to Russell Urban-Mead and Dan Stone and included with the data to be submitted to the NYSDEC weekly.

If changes in the apparent hydrology are observed, immediate notification will be made to Dan Stone and Russell Urban-Mead.

LaBella proposes that Task 4 Services be billed on a Time and Materials basis. Attached is LaBella's current rate structure for individuals that will be providing these services. LaBella recommends that a not to exceed budget of \$4,800 be established for task 4.

Proposed rates for hourly tasks

Name	Hourly rate, \$
Julianna	100
Alexander	95
Branson	100
Dave	125
Clair	90



Please feel free to contact me with any questions at dstone@labellapc.com or 914-474-2815.

Respectfully submitted,

LaBella Associates

Daniel W. Stone, P.E.

Authorization for the services described above

Mayor Lauri Taylor

Date

- CC
- Jennifer Osborn
- Joseph Fusillo
- Julianna Connolly
- Mary Purcell-Negron
- Russell Urban-Mead
- Barbara Beall

March 31, 2022

Village of Pawling
Hon. **Lauri Taylor**, Mayor
9 Memorial Ave.
Pawling, NY 12564

Re: Median Household Income (MHI) Survey-Low/Moderate Income Survey (LMI)

Mayor Taylor:

This letter of agreement serves to outline the terms under which G&G Municipal Consulting and Grant Writing (hereinafter referred to as “G&G”) would perform services for the Village of Pawling (“the Village”) and the reciprocating responsibilities to be provided by the Village to ensure success of the project.

PURPOSE

G&G shall conduct an Income Survey (“survey”) to determine the Median Household Income (MHI) and the Low/Moderate Income (LMI) of the Village and some additional households outside of the village.

The MHI/LMI is used by State and Federal programs such as USDA Rural Development (RD), NYS EFC and Community Development Block Grant (CDBG) to assess funding program eligibility.

DELIVERABLES

G&G will perform the following:

1. Explain the purpose and benefits of the survey, explain the survey form, outline the survey strategy, and answer all survey related questions.
2. Obtain survey authorization if necessary.
3. Draft the survey per State and Federal guidelines and confidentiality mandates.
4. Prior to distribution, G&G will randomly number each survey with the correlated address so that households will not be resurveyed.
5. Conduct and coordinate the survey mailing. Each mailing to all known households in the service area will include a cover letter (approved by the Village), survey form, and a self-addressed stamped envelope (SASE).
6. **If necessary, conduct at least four (4) door-to-door canvassing events of non-respondents to ensure the necessary return rate percentage (per state and federal guidelines) is achieved. G&G firmly believes the only way to obtain a favorable MHI/LMI is by going door to door.**
7. Tabulate all survey returns to calculate the MHI/LMI.

8. Provide to the Village and NYS HCR, a findings summary, letter report, and survey methodology.
9. Raw survey data is proprietary to G&G, pursuant to grant funding entity rules and regulations. Raw data will not be shared with third parties.
10. G&G will extrapolate data from the overall survey into future smaller service areas (at no additional charge) with the understanding by the Village that a smaller household universe size may require additional door to door canvassing, which may incur possible additional charges to be determined at that time.

Village Responsibilities:

1. Provide a master list of all residences in the survey area in spreadsheet format (Excel). A fee of up to \$600.00 may apply if the municipality is unable to supply the list.
2. Promote and advertise that G&G is performing the survey and urge all residents receiving a survey to accurately complete and return the survey form in a timely manner. The survey will be noted at Village meetings, posted in Village offices, local print, social media and/or other methods as appropriate. G&G will provide a sample press release.
3. Review and revise as appropriate, the draft cover letter created by G&G promoting the purpose and importance of the survey. The cover letter will be on Village letterhead and used with the mailing of the survey.
4. Assist G&G with suggestions to maximize response efficiency.

COST:

There are approximate 965 households in the service area. This quote will be tentatively based on the number of households provided. *A response rate of 45% will be necessary for an LMI survey (CDBG).* A successful survey will require *extensive* door to door canvassing by G&G staff.

Fee:

\$13,990.00 + Postage

Thank you for your consideration. I look forward to being of service to you and your municipality. Please don't hesitate to contact me with any questions.

Respectfully,



Jay Grasso

The Village of Pawling represents and warrants G&G Municipal Consulting and Grant Writing, that the individual executing this Letter of Agreement on behalf of the Village is duly authorized to execute and deliver this agreement, and that the terms enclosed are binding on the Village.

TERMS:

30% down

70% upon completion

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement as of the date of its signing.

Village of Pawling

By: _____ (print) _____ (signature)

Date: _____

Title: _____

G&G Municipal Consulting and Grant Writing

By: _____ (print) _____ (signature)

Date: _____

Title: _____

PLANNING BOARD
TOWN OF PAWLING; DUTCHESS COUNTY

In the matter of the application of

**Tremson Wood Products, LLC Site Plan
Libby Lane**

RESPONSE TO REQUEST THAT TOWN OF PAWLING PLANNING BOARD SERVE AS
LEAD AGENCY

On behalf of the Village of Pawling Village Board,

I acknowledge receipt of the Lead Agency notice in this matter, which was mailed on November 2, 2022.

The above-named involved agency hereby

(Please check one)

- CONSENTS that the Town of Pawling Planning Board serve as Lead Agency in this application and requests that the undersigned continue to be notified on filings and hearings in this matter.
- DOES NOT CONSENT to the Town of Pawling Planning Board serving as Lead Agency in this application and wishes that the Village of Pawling Village Board serve as Lead Agency. To contest Lead Agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6 (b)(5).

DATED: _____

SIGNATURE: _____

STATEMENT OF USE
FOR
TREMSON CORP.
84 LIBBY LANE, PAWLING, NY

APRIL 2022

PREPARED BY
J. ROBERT FOLCHETTI & ASSOCIATES
31 SODOM ROAD, BREWSTER NY 10509

The site Owner, Tremson Corp. utilizes the 26.87 acre property on Libby Lane with Tax Map #7057-00-190695 for numerous pre-existing non-conforming uses. The property is located within the Town of Pawling VRD zoning district. The attached existing conditions plan, sheet G-1 prepared by J. Robert Folchetti and Associates in April 2022 depicts the various uses listed below as the site is currently utilized:

- Trucking Terminal within an area of 2.13 acres
- Truck and Equipment parking area (no work being done within the area) within an area of 0.23 acres
- Organic wood storage area (no work being done within the area) within an area of 2.86 acres
- Mulch Grinding Area within an area of 1.86 acres
- Equipment parking area within an area of 1.53 acres
- Landscaping equipment storage area within an area of 0.34 acres.

The remaining 17.92 acres of the 26.87 acres of land remains vacant.



Application for a Site Plan TOWN OF PAWLING

The Pride of the Harlem Valley
Town Hall
154 Charles Colman Blvd.
Pawling, NY 12564

jdaley@pawling.org
buildinginspector@pawling.org

Gary E. Beck, Jr.
Building & Zoning Administrator

Tom Keith
Deputy Building Inspector
Stormwater Management Officer

JoAnne Daley
Planning/Zoning/Environmental
Department (845) 855-0959

Note: This application shall conform in all respects to the Zoning Ordinance of the Town of Pawling.

1) Name and application of Record Owner (s):

Phone # _____ Fax# _____
Cell # _____

If Corporation, name and address: Tremson Wood Products LLC
21 Branch Road, Brewster NY 10509

Phone # 845-278-9383 Fax # _____
Cell # 845-857-9084

2) Name and address of Applicant: _____

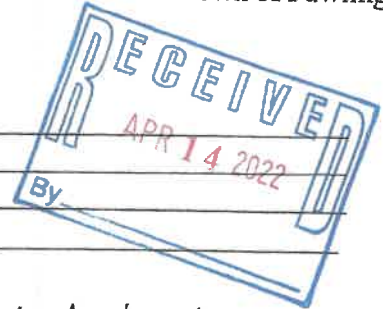
Phone # _____ Fax # _____
Cell # _____

If Corporation, name and address: same

Phone # _____ Fax # _____
Cell # _____

3) Relationship of Applicant to Owner: (Same, Engineer, Contract Vendee, etc.)

4) same



Phone # _____ Fax # _____
Cell # _____

5) Name, address and license number of Architect, Engineer, Landscape Architect or Surveyor:

J. Robert Folchetti and Associates
31 Sodom Road, Brewster NY
Todd Atkinson

Phone # 845-363-1560 Fax # _____
Cell # 845-224-9347

6) Attorney Name Law Office of Shilling and Smith
Address 122 Old Route 6, Carmel NY

Phone # 845-225-7500 Fax # _____
Cell # waslaw@shillinglegal.com

7) Type of Site Plan application:

- Concept Plan
- Site Plan
- Amended Site Plan

8) Statement of liens, mortgages or other encumbrances (use separate sheet if required).

If none, so state. None

9) Deed or deeds recorded in county Clerk's office: Doc # 4261

Sales Date: 8/15/13 Deed Book: 22013 Deed Page: 4261

10) Are there any deed restrictions that apply to, or easements that exist over the tract of land?
 Yes No

If yes, a complete description is necessary, and copies of legal documents must be provided:

10) I (we) own or have an interest in abutting property (use separate sheet if necessary). If none, so state.
None

11) Location of property:
A) Street (s) Libby Lane

B) Nearest cross street (s) Corbin Road

C) Tax map designation: 134089- 190695

12) This property is situated in the VRD zone.

13) This property contains 26.87 acres.

14) Present use of property: If vacant, so state.

15) Proposed use of property (please write a narrative): (Use separate sheet if necessary).
See narrative

16) Does the proposed use (s) comply with the Zoning Ordinance? (If no, state variations sought).
 Yes ___ No

Date Granted: _____
Variance(s) Granted: _____

17) Does applicant intend to construct his entire project at one time, or develop same in sections?
No development - existing use

18) Does the driveway exceed a 10% grade?
No

19) Is the property within 500 feet from any municipal boundary or any existing or proposed County or state park or other recreation area, or the right-of-way of any existing or proposed county or State road or highway, stream or drainage channel, or an existing or proposed boundary of any County or state owned land on which a public building or institution is located? Yes ___ No

Highway Dept - 230759

20) List other Agency Approvals required:
Local (Wetlands and Watercourses, Fill, etc.): None

County: None
State: None
City: None
Federal: None



The undersigned Applicant hereby requests consideration and processing of approval by the Planning Board.

Applicant's Signature: [Signature]
Date: 4/8/22

Completed application, plans, and checks must be submitted to the Planning Board at least fourteen (14) days prior to the regularly scheduled meetings (held on the first and third Monday of each month) in order to be duly considered being placed on an agenda.

- 1) 11 paper copies of all forms/documents, 4-full-size paper copies of plans, and 7-11"x17" paper copies of plans must be submitted to the Planning office.
- 2) All applications and re-submissions shall include a digital copy of all applications, forms, documents, and survey maps. All survey maps must be submitted on a flash drive for viewing during a meeting.
- 3) Electronic files must be submitted via email to jdaley@pawling.org. The digital copy shall be in a pdf or other suitable write-protected image format capable of being opened and viewed using a Windows based software.



BOTH SIGNATURES REQUIRED

Owner: [Signature]
Applicant: [Signature]
Date: 4/8/22

Site Inspection Authorization

I hereby give permission for the Town of Pawling Municipal Agencies and their agents to come upon and inspect these premises with respect to the application for:

Lot #1- Map Number: 134089- 190695

Lot # 2- Map Number: 134089- _____

Owner's Signature- [Signature] Date: 4/8/22

Owner's Signature- [Signature] Date: 4/8/22

For Office Use Only:

Received by: [Signature] Date: _____

Application Fee: 15,250.00 Date: 4-12-2022

Technical/Escrow Fee: 15,000.00 Date: 4-12-2022

Application Number: 2022-004 Date: _____

TOWN OF PAWLING

**DISCLOSURE OF INTEREST STATEMENT ACCOMPANYING
APPLICATION, PETITION OR REQUEST
PURSUANT TO GENERAL MUNICIPAL LAW SECTION 809**

A. IDENTIFICATION OF APPLICATION, PETITION OR REQUEST:

1. TO: _____ Pawling Town Board
_____ Pawling Planning Board
_____ Pawling Zoning Board of Appeals
_____ Pawling Building Inspector/Code Enforcement Officer
_____ Pawling Conservation Advisory Board

2. **NAME OF APPLICANT, PETITIONER OR PERSON (FIRM) MAKING APPLICATION, PETITION OR REQUEST:**

Name: Tremson Wood Products
Address: 21 Branch Rd, Brewster NY
Date: 4/8/22
Nature of Application, Petition or Request: Site-Plan Approval for Libby Ln.

B. NATURE AND EXTENT OF INTEREST:

List the name, residence or address and extent of interest, as defined by General Municipal Law §809, of any State Officer or any officer or employee of the Town of Pawling or of any municipality of which the Town of Pawling is part in the person, partnership or association making the above application, petition or request:

C. CERTIFICATION:

The undersigned Applicant, Petitioner or Person (Firm) submitting an Application, Petition or Request certifies by signature on this Disclosure Statement that, in accordance with the Provisions of §809 of the General Municipal Law (copy attached hereto and made a part hereof), except as stated in B above, no State Officer, or any officer or employee of the Town of Pawling or any municipality of which the Town is a part has any interest in the person, partnership or association making the above application, petition or request.

Signed: _____
(Applicant, Petitioner or Authorized Representative)

By: Tyler Tremblay CEO - Tremson
(Name and Title)

Date: 4/8/22

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part I — Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and maybe subject to further verification. Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part I — Project and Sponsor Information		
Tremson Corp		
Name of Action or Project:		
Tremson Corp Site Plan		
Project Location (describe, and attach a location map):		
84 Libby Lane Pawling, NY		
Brief Description of Proposed Action:		
The site Owner, Tremson Corp. utilizes the 26.87 acre property on Libby Lane with Tax Map #7057-00-190695 for numerous pre-existing non-conforming uses. The property is located within the Town of Pawling VRD zoning district. The attached existing conditions plan, sheet G-1 prepared by J. Robert Folchetti and Associates in April 2022 depicts the various uses listed below as the site is currently utilized* -		
Trucking Terminal within an area of 2.13 acres		
- Truck and Equipment parking area (no work being done within the area) within an area of 0.23 acres		
- Organic wood storage area (no work being done within the area) within an area Of 2.86 acres		
- Mulch Grinding Area within an area of 1.86 acres		
- Equipment parking area within an area of 1.53 acres		
- Landscaping equipment storage area within an area of 0.34 acres.		
The remainin 17.92 acres Of the 26.87 acres Of land remains vacant.		
Name Of Applicant or Sponsor:	Telephone: 845-857-9084	
Tyler Tremblay	E-Mail: tremsoncorp@gmail.com	
Address:		
21 Branch Road		
City/PO:	State:	Zip Code:
Brewster	NY	10509
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?	NO	YES
If Yes, attach a narrative description of the intent Of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2,		
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and pennit or approval:	NO	YES
3. a. Total acreage of the site of the proposed action?	26.87 acres	_____
b. Total acreage to be physically disturbed?	0 acres	_____c
c. Total acreage (project site and any contiguous properties) owned		
		26.87
or controlled by the applicant or project sponsor?		_____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban) C] Forest
 Agriculture Aquatic C] Other(Specify):
 Parkland

of 3

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a State listed Critical Environmental Area? Name: Great Swamp, Reason: Benefit to human health, Agency: Dutchess County, Date: 2-8-92 If Yes, identify:		NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:		NO	YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water:		NO	YES
Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment:		NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?		NO	YES
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO	YES

b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?

If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____

of 3

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Shoreline Forest
 Agricultural/grasslands
 Early mid-successional
 Wetland
 Urban
 Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

Bog Turtle

NO	YES
	S

16. Is the project site located in the 100-year flood plan?

NO	YES
	S

17. Will the proposed action create storm water discharge, either from point or non-point sources?

If Yes,

a. Will storm water discharges flow to adjacent properties?

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If

Yes, briefly describe:

NO	YES
	S

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____

NO	YES
----	-----

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:

NO	YES
----	-----

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:

NO	YES
----	-----

PRINT
FORM

CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY

Applicant/sponsor name: Hill/Sm, Vacl Products LLC Date: 4/14/23
[Signature] Title: VP

KNOWLEDGE

Signature:

of 3

Disclaimer: The EAF Mapper is a screening project sponsored by the Department of Environmental Conservation (DEC) and reviewing agencies in assessment form (EAF). Not all questions answered by the EAF Mapper, Additional questions can be obtained by consulting the the EAF Mapper provided in the the most up-to-date DEC, you may also need to contact DEC or to obtain data not provided by the Mapper. substitute agency determinations.

Workbooks, digital data, other data sources, digital data is not thin

Map data sources: Saimin, USGS, Intermap, INCREMENTP, MRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), IGCC, iD, OpenStreetMap contributors, and the GIS User Community

Part I / Question 7 [Critical Environmental Areal

Part I / Question 20 [Remediation Site]

Yes

Part 1 / Question 7 [Critical Environmental Area - Identify]

Name:Great Swamp, Reason:Benefit to human health, Agency:Dutchess

Part I / Question 12a [National or State Register of Historic Places or State Eligible Sites]

County, Date:2-8-92
NO

Part I / Question 12b [Archeological Sites]

No

Part I / Question 13a [Wetlands or Other Regulated Waterbodies]

Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

Part 1 / Question 15 [Threatened or Endangered Animal]

Yes

Part 1 / Question 15 (Threatened or Endangered Animal - Name]

Bog Turtle

Part I / Question 16 [100 Year Flood Plain]

Yes Yes

Short Environmental Assessment Form - EAF Mapper Summary Report

2023 Annual Event Permit

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 11/9/2022 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission Chamber of Commerce
Contact Person Diana Tomassetti Connection with the event President
Address CC Blvd, Pawling, NY
Phone _____
Email _____

Event Date Various Event Time and Duration see attached
Event Purpose _____
The purpose of the requesting entity for-profit non-profit political other _____

Expected number of participants _____ 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 entertainment

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?
All merchants are responsible for their own refuse
What provisions will be made to handle proper sanitation for the event?
Any refuse will be removed by the individual merchants

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**.

January	Second Saturday – 14 th
February	Second Saturday – 11 th St. Patty's Parade – 18 th
March	Second Saturday – 11 th
April	Second Saturday- 8 th Easter – 9 th
May	Second Saturday – 13 th Mother's Day – 14 th
June	Car Show - TBD Second Saturday – 10 th Father's Day – 18 th
July	Second Saturday – 8 th Block Party - TBD
August	Second Saturday – 12 th
September	Community Tag Sale - TBD Second Saturday – 9 th Octoberfest - TBD
October	Second Saturday – 14 th Halloween – 28 th
November	Second Saturday – 11 th Village Light Set Up – 19 th Village Little Trees Decoration 25 th
December	Tree Lighting / Light Parade – 2 nd Champagne Stroll – 9 th

2023 Metro North Budget

Gross Receipts

Permits (with tax)	\$14,301.00
Parking Meters (with tax)	\$ 951.00
Pay By Phone	\$ 6,032.00
Bicycle Locker	\$ 50.00
Misc. Parking	\$
Interest	\$

Gross Receipts	<hr/> \$21,334.00
-----------------------	-------------------

Adj. for sales tax collected	(\$ 939.00)
-------------------------------------	-------------

Net Receipts Before Reserve	\$20,395.00
------------------------------------	-------------

Adjustments

5% Capital Reserve	(\$1,020.00)
--------------------	--------------

Net Receipts	\$19,375.00
--------------	-------------

MTA Share (55%)	\$10,656.25
------------------------	-------------

Village Share (45%)	<hr/> \$ 8,718.75
----------------------------	-------------------

Expense Budget

Administration	\$ 1,000.00
Pay By Phone	\$ 400.00
Meter Repairs	\$ 500.00
Accountant	\$ 2,000.00
Office Supplies	\$ 250.00
Refunds	\$ 250.00
Snow Removal	\$ 1,000.00
Oper./Maint.	\$ 5,000.00
Landscaping (Contractual)	\$ 3,000.00
Postage	\$ 350.00
Attorney	\$ 350.00
Transfer to Village General Fund	\$

Total	<hr/> \$14,100.00
--------------	-------------------

**2023
PARKING MANAGEMENT PLAN**

This Annual Parking Management Plan is a requirement of the Parking Program Agreement entered into by the Metro-North Commuter Railroad and the Village of Pawling dated May 23, 1996. This Management Plan does not supersede the Parking Program Agreement. The Parking Management Plan is subject to the Parking Program Agreement.

I. Term of Plan

This management plan will cover all of fiscal year 2023 (January 1st through December 31st) for which an update for 2024 must be prepared and submitted to Metro-North by November 1, 2023.

II. Capacity and Location

The Metro-North Commuter Parking Lot is located along the east side of the railroad tracks in the Village of Pawling. It is parallel to Memorial Avenue and sits between the intersection of Memorial Avenue/East Main Street and Memorial Avenue/Charles Street.

The total number of parking stalls equals 212. They are broken up as follows:

- 122 permit spaces (including 7 ADA used for both permit/meter)
- 81 metered
- 2 Metro North Employee Permit spaces

Dual Use of Parking Spaces

Effective November 1, 2018, the Village (with MNR's approval) will reallocate 32 parking spaces located at the southern end of the Parking facility, to dual use.

These spaces will be available for use by both Village issued commuter parking permit holders and for local merchant parking permit holders. Spaces will be available on a first come first serve basis.

Metro-North will provide signage required for this area.

This program may be discontinued at any time by Metro-North Railroad.

III. Hours of Operation

With the exception of those times when a Snow Emergency may be declared (see section XXI), the parking facility will be operated 24 hours a day, 7 days a week; availability of parking stalls will be as follows:

- | | |
|---------------|------------------------------------|
| A. Long Term: | 24 hours a day |
| B. Peak: | Anytime after 5:00 a.m. (16 hours) |

- C. Off-Peak: Anytime after 9:00 a.m. (16 hours)
- D. Handicapped: For clarification, see section X
- E. Saturday & Sunday: Parking is free

IV. Classes of Fees and Permits

The amount of permit fees, excluding New York State sales tax, for residents and non-residents of the Village are as follows:

Semi-Annual

Resident	\$109.00	\$151.00 (with second vehicle)
Non-Resident	\$162.00	\$204.00 (with second vehicle)
24 Hour	\$294.00	\$336.00 (with second vehicle)

Annual:

Resident	\$173.00	\$257.00 (with second vehicle)
Non-Resident	\$258.00	\$342.00 (with second vehicle)
24 Hour	\$522.00	\$606.00 (with second vehicle)

**** All permit sales will reflect a further addition of 8.125% NYS sales tax.**

Permits with a second car registered enable either, but not both, cars registered under one permit to be parked at the Railroad Parking Facility at any one time, so that only one car per permit may be parked at the Railroad Parking Facility at the same time. Any person who wants to park more than one car at the Railroad Parking Facility at the same time must obtain a separate full priced parking permit for each car.

Metro-North may increase parking permit fees by 5% over the prior year's fees on each of the first five anniversaries of the Rent Commencement Date. Parking fee increases beyond this level will be determined by Metro-North and the Village, and approved by Metro-North, not to be unreasonably withheld.

A 24-hour permit shall be issued for any railroad customer, resident or non-resident, who wishes to park their car for any 24-hour period. A customer who may need to park 24-hours occasionally should be instructed to park in the 24-hour daily area, paying the respective daily fee. Persons with a valid resident or non-resident permit who park 24 hours at the Railroad Parking Facility shall not be allowed to park for free regardless of whether their parking permits are displayed.

The difference between the amount of parking permit fees applicable to residents and the amount of parking permit fees applicable to non-residents shall not be less than 40% and no more than 50% of the then current fee charged for residents, without Metro-North's prior written approval.

The difference between the amount of parking permit fees applicable to non-residents and the amount of parking permit fees applicable to 24-hour permits shall not be less than 40% and no more than 60% of the then current fee charged for residents, without Metro-North's prior written approval.

In 2023 the fee will be \$3.25 per day which \$3.25 includes any tax and the 24-hour parking fee will be \$6.00 which \$6.00 includes any sales tax.

Increases in the daily and 24-hour parking fees will be determined by Metro-North and the Village of Pawling and approved by Metro-North not to be unreasonably withheld.

Regardless of the type of permit that is purchased, each customer will receive a hang tag for their rear-view mirror which should be displayed when their car is parked in the Metro-North Commuter Parking Lot. These permits will be color coded and valid for both halves of the permit year. The Village will send each customer a permit which corresponds to the permit fee which was paid by the customer. For example: an annual permit holder will receive a colored permit designated for either the first half or second half of the year.

V. Revocation of Permits

The Village may revoke a parking permit issued to an individual, corporation, or other entity which has three or more outstanding or unpaid parking violations issued by the Village against them or any vehicle registered in their name for which a warrant or notice of such violation has been mailed by or on behalf of the Village of Pawling. The Village shall provide notice of such revocation and the effective date of such revocation shall be the date of such notice. Such notice shall provide that the permit holder shall return the permit issued to them to the Village of Pawling.

VI. Distribution of Permits

All permits will be issued by the Village of Pawling on a first come first served basis. The Village will mail out applications to all individuals who have and will express an interest in a parking permit. Applications are anticipated to be mailed out by December 1, 2022.

In the application process for 2023 permits, which will take place late in 2022, current permit holders will be granted the right of first refusal. The Village will notify all parking permit holders of the period during which permits can be renewed for the subsequent year. All such notification shall be mailed, distributed, displayed, or advertised in a non-preferential manner. If the current permit holder does not express his or her interest in renewing the permit by a certain date (to be determined by the Village as the allocation date), then the permit will be made available on a first come, first served basis.

Preference will always be given to those applicants desiring an annual permit; all annual permit applications having been considered, preference will then be given to semi-annual applications in that order.

All permit applicants will be required to submit the registration for the car to be parked, a bank check, money order, or certified check for the right amount, and a stamped, self-addressed envelope for returning the permit and/or correspondence to them. If an individual is requesting a resident parking permit, he/she must provide proof of residency to qualify for the discounted rate. A piece of canceled mail from the last month will be acceptable.

All applications will be reviewed to determine that there are no outstanding Village of Pawling traffic violations on either this car or any vehicle owned by the applicant.

VII. Oversell of Permits

Except for 24-hour permits which shall not be oversold, the parties shall discuss the extent to which the non-24-hour parking permit spaces may be oversold. No change in the percentage oversell of parking permits may be made without the mutual consent of Metro-North and the Village.

VIII. Waiting List

The Village will maintain two waiting lists of the addresses and telephone numbers of railroad customers who wish to purchase parking permits. One such waiting list shall be for applicants for resident/non-resident permits; the other for applicants for 24-hour permits. Permits shall be issued without preference to residency or type of permit. Village residents may not be given preferential treatment over non-residents. Any permit that is returned or canceled during the term of the permit period shall be offered to Metro-North customers in the order in which their names appear on the appropriate waiting list, i.e. on a first come, first served basis. If a customer does not respond within 14 days of notification of an available permit, the customer will lose his/her priority on the waiting list. In order to be on the waiting list, customers must provide their name, address and telephone number. The waiting lists shall be made available for inspection by the public and by Metro-North and shall be updated each year at the time new parking permits are sold.

IX. Provisions for Off-Peak and Weekend Riders

On Saturdays, Sundays, and Holidays, all parking spaces will be available to Metro-North passenger train customers and others on an unrestricted and free basis, regardless of whether such users hold a parking permit. However, every Sunday after 11:59 p.m. a permit or payment of daily fee is required.

Off-peak time is defined as starting for trains departing from the Village of Pawling Railroad Station after 9:00 a.m. There are 8 daily off-peak parking spaces.

Holidays will be defined as those holidays recognized by the Village of Pawling. They are New Year's Day, Martin Luther King Jr.'s Memorial Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

X. Provisions for Persons with Disabilities

Among those spaces closest to the station platform, 7 will be designated for disabled riders as per the provisions for parking lots under the Americans with Disabilities Act of 1992.

The additional handicapped spaces will be long-term permit spaces. In the outreach efforts for the sale of permits it will be especially noted that the plan attempts to accommodate the handicapped rail user with convenient spaces. The permits for those designated handicapped spaces will be issued per the provisions noted above for all permit holders, as well as with the stipulation that valid NYS parking permits for the disabled be presented to the Village as proof of the handicapping condition.

XI. Correspondence

A copy of customer correspondence related to policy received by the Village regarding the Railroad Parking Facility shall be forwarded, along with the Village's response letter, to the Assistant Director Metro North Station Operations and Parking as information.

XII. Advertising

The Village shall advertise the availability of commuter parking and bicycle lockers at the Railroad Parking Facility at least once a year, in one newspaper of general circulation in Dutchess (NY) and Fairfield (CT) Counties. Such advertisement also shall publicize the availability of the free weekend and holiday parking and the availability of parking permits. Metro-North shall prepare, without charge, artwork for such advertisements. All other expenses related to advertisements shall be Operating Expenses.

Metro-North agrees that standard framed advertising posters shall not be permitted on the station platform. The Village agrees to consider station advertising proposals which may be presented to it by MTA and/or Metro-North in

the future. It is understood that the Village is under no obligation to agree to any proposal for advertising on Parking Facility Property.

XIII. Collection of Fees

Parking fees from permits are to be collected by the Village of Pawling, 9 Memorial Avenue, Pawling, New York, 12564 by mail prior to permit issuance. The permit fees collected will be deposited with Key Bank at 3 West Main Street, Pawling, New York, 12564.

Other than permit spaces, the remaining stalls will be metered. Meter collection will be accomplished by an authorized employee of the Village of Pawling, who will collect the fees once a month, segregating these funds from other revenues. The employee will be supervised and monitored at random times by administrative officers as part of a regular, established policy.

Fine revenue from parking violations will accrue solely to the Village of Pawling and shall not be considered part of the parking revenue.

XIV. Distribution of Gross Receipts

For the purpose of this Agreement, "Gross Revenue(s)" means all fees, charges, monies, and income, including but not limited to parking fees and bicycle locker rental fees, collected by the Village from the operation of any and all activities at, or in connection with, the Railroad Parking Facility, and any interest accrued thereon, all without offset or deduction of any kind, and all parking revenues derived from any commuter fee parking leased, developed, operated, maintained, or controlled by the Village within a half-mile radius of the Railroad Parking Facility, provided however that Gross Revenues shall not include New York State sales taxes and parking fines or administrative fees due to refunds collected by the Village (such fines and administrative fees to accrue exclusively to the Village). The Village shall deposit and distribute Gross Revenues as provided in this section.

From the first year of Operation to the end of the Term, the Village's share shall be 45% of Gross Revenues. During that same period, Metro-North's share shall be 55% of Gross Revenues. Both the Village share and Metro-North share shall be calculated after deduction of sales tax payments and allocations to the Operating Reserve Fund pursuant to Section 16.6, and allocations to the Capital Reserve Fund pursuant to Section 16.7, in the Parking Program Lease and Agreement.

The Village shall establish, not later than the Rent Commencement Date, the following account and funds:

(A) in a bank designated by the Village and approved by Metro-North not to be unreasonably withheld, an account designated the "Railroad Parking Facility Account",

(B) in the Village's general ledger, a ledger account designated the "Railroad Parking Facility Operating Reserve Fund" (the "Operating Reserve Fund"),

(C) in the Village's general ledger, a ledger account designated the "Railroad Parking Facility Capital Reserve Fund" (the "Capital Reserve Fund"),

(D) in the Village's general ledger, a ledger account designated the "Railroad Parking Facility Operating Fund" (the "Operating Fund").

Any and all Gross Revenue shall be deposited into the Railroad Parking Facility immediately upon receipt. Any and all funds deposited into the Railroad Parking Facility Account, including but not limited to Gross Revenue, sales tax and taxi revenue, shall be distributed from the Railroad Parking Facility Account solely in accordance with the provisions of section 16 of the Parking Program Lease and Agreement.

The Village shall remit to Metro-North its share of such distribution by check made payable to Metro-North Commuter Railroad Company and delivered to MTA/Metro-North, P.O. Box 5840 Grand Central Station, New York, NY 10163.

XV. Lost or Stolen Permits

Any lost or stolen permit shall be reported to the Village. If a permit must be replaced because it has been lost or stolen, a replacement permit will be issued, upon filing a notarized affidavit, and payment of a \$5.00 administrative fee. Permits which are reported lost or stolen become void and may not be used at the Village of Pawling Commuter Parking Facility.

Any person who knowingly files a false affidavit or who wrongfully acquires a parking permit shall be prosecuted to the fullest extent of the law and shall lose his privilege to park at the Village of Pawling Commuter Parking Facility.

If a customer's duplicate and original permit are used in the Village of Pawling Commuter Parking Facility with knowledge by the customer, both the customer using the original permit and the party using the duplicate permit will lose their permits, receive a summons, and permanently lose their privilege to purchase a permit for the Village of Pawling Commuter Parking Facility.

A change in address or vehicle must be reported to the Village of Pawling. Permit holders may not write on or alter their permit in any way.

XVI. Refund Policy

A permit holder may request and receive a refund for any reason. Refunds will be prorated, minus a 10% administrative fee from the permits original cost, which fee the Village shall retain. A refund will be sent via mail within twenty (20) business days after a request for a refund. A permit holder who returns a permit during the first week of a month shall receive a refund for the month in which it is returned and every month thereafter to the expiration date of the permit. A permit holder that returns a permit after the first week of a month will not receive a refund for the month in which it is returned, but will receive a refund for subsequent months to the expiration date of the permit. Notwithstanding the foregoing, no refund will be granted for the month of December.

XVII. Bicycle Lockers

The Village shall administer the permitting of ten (10) bicycle lockers installed by Metro-North at the Railroad Parking Facility. Such bicycle lockers shall be deemed to be part of the Railroad Parking Facility. The following provisions apply to bicycle lockers and permits:

- (A) The Village will issue an annual bicycle permit for each bicycle locker.
- (B) Only customers of Metro-North with valid bicycle locker permits shall be permitted to use the bicycle lockers.
- (C) All bicycle locker permits shall be offered for sale to railroad customers, only, on a first come first served basis, without regard to residency or non-residency.
- (D) The annual bicycle permit fee shall be as determined by Metro-North plus a key deposit in the amount of \$25.00. The key deposit will be 100% refundable provided the locker is cleaned out and left in good condition by the bicycle permit holder.
- (E) If demand exceeds the number of available permits, then a waiting list shall be established and permits shall be offered to Metro-North customers in the order in which their names appear on the waiting list.
- (F) The Village may issue with each permit bicycle locker rules and regulations, approved by Metro-North.
- (G) The Village will advertise the availability of bicycle lockers at least once a year. Such advertisement may be done in conjunction with advertisement of parking permits.

(H) Any change in the method of sale of bicycle locker permits shall be determined by Metro-North and the Village, and approved in writing by Metro-North.

XVIII. Review and Approval of Parking Management Plan

The Village shall deliver on or prior to the anniversary of the Rent Commencement Date of each year a proposed Parking Management Plan covering the calendar year next occurring, which proposed plan may not be implemented without Metro-North's prior written approval. No modification of any kind of any approved Parking Management Plan or Operating budget may be made without the prior written consent of the Village and Metro-North.

Within thirty (30) days after receipt by Metro-North of a proposed annual Parking Management plan, Metro-North shall give its written approval thereto or shall request revisions, modifications or substitutions.

XIX. Audited Financial Statement

Not later than the Anniversary Date of every third year during the Term, the Village shall submit to Metro-North, as part of the Parking Management Plan, an audited financial statement relating to the operation of the Railroad Parking Facility during the prior calendar year. Such statement shall be in a form satisfactory to Metro-North and shall include a detailed analysis of all Gross Revenues and Operating Expenses.

XX. Annual Operating Budget

Not later than the Anniversary Date of each year during the Term, the Village shall submit to Metro-North, as part of the Parking Management Plan, an annual operating budget (the "Operating Budget") in a form first approved by Metro-North and containing line items for all operating and maintenance expenditures anticipated to be made for the year covered by such Operating Budget. Metro-North reserves the right to require budget line item changes based upon its review of the annual Operating Budget and the Operating Budget Status Report.

XXI. Snow Emergency Procedures

The Parking Facility has designated areas that are restricted when the ground is covered with snow or a snowstorm is forecasted for a particular day. This policy is in effect to provide safe and effective snow removal, and is not intended to be punitive for permit holders. Every effort will be made to remove snow before the a.m. peak hours. This policy is explained in the 2022 Parking Rules and Regulations for those customers who purchase permits for the facility.

XXII. Enforcement and Security

The Village shall provide adequate parking enforcement for efficient and economical operation of the Railroad Parking Facility and the areas adjoining the Railroad Parking Facility. The Parking facility will be patrolled by the Village of Pawling on a daily basis with particular attention given to the weekdays (Monday-Friday) so as to ensure that those parked in the facility have paid the appropriate charge to do so.

XXIII. Certificate of Compliance

Not later than the Anniversary Date of each year during the Term, the Village shall submit to Metro-North, as part of the Parking Management Plan, a statement by the Village and certified by the Village Mayor that to the best of his or her knowledge, the Village has fully and completely complied with the terms of this Agreement and Parking Management Plan during the prior year.

XXIV. Maintenance and Repairs

The Village shall keep and maintain, or cause to be kept and maintained, the Railroad Parking Facility in first-class condition and appearance, reasonable wear and tear expected. The Village shall promptly make, or cause to be made, at the Railroad Parking Facility all repairs, replacements, additions and improvements, whether foreseen or unforeseen that are necessary to maintain such condition and appearance. Without limiting the foregoing, the Village shall maintain a clean and orderly condition, free of snow, ice, sand, gravel, graffiti, rubbish and obstructions, in good order and repair, and in a condition reasonably satisfactory to Metro-North, the markings, drainage, landscaping, sidewalks, parking lot entrances, curbing, lighting, fencing, pavement, revenue collection devices and signage now and hereafter constructed at the Railroad Parking Facility and the areas adjoining the Railroad Parking Facility excluding, however, the level platform and pedestrian crossing. The Village shall provide or cause to be provided water for landscaping with respect to the Railroad Parking Facility. Notwithstanding this provision, any expenses incurred by the Village under this provision shall be deemed an Operating Expense.

Plan prepared by:
John M. Thomes
Village of Pawling Mayor
May 1996

Revised and Updated

**November 1997, March 1998, January 1999, November 1999,
November 2000, November 2001, May 2002, September 2003,
November 2004, December 2005, November 2006, March 2008,
December 2008, October 2009, October 2010, October 2011, October 2012,
October 2013, October 2014, October 2015, October 2016, October 2017,
October 2018 October 2019 January 2020, November 2021**

Approved by:
Village of Pawling Board of Trustees,
February 3, 1997

XXV. Signature Page

These parties approve and accept that this Parking Management Plan is consistent with the terms and find them consistent with the Parking Program Lease and Agreement dated May 23, 1996.

The effective date of this Plan will be January 1, 2023.

Date: _____

Rob Gazivoda
Metro North Railroad
Assistant Director Metro North Station
Operations and Parking

Date: _____

Hon. Lauri Taylor
Mayor
Village of Pawling, New York