



**AGENDA**  
**November 6, 2023**  
**Subscribe to our YouTube page for live stream**

**I. OPEN MEETING**

**II. NEW BUSINESS**

- Present tentative Garbage Budget for 2024 and schedule Public Hearing for November 20, 2023.
- Approve Pay App No. 2 from T&A Construction in the amount of \$84,607.00 for the Pawling Water Supply - General Construction Lower Baxter Project.
- Approve Pay App No. 3 from T&A Construction in the amount of \$60,553.00 for the Pawling Water Supply General Construction Lower Baxter Project.
- Approve Pay App No. 4 from T&A Construction in the amount of \$114,612.75 for the Pawling Water Supply General Construction Lower Baxter Project.
- Approve Orrick, Herrington & Sutcliffe LLP's revised contract dated October 23, 2023 (including MWBE waiver).
- Approve repairs to wetland monitoring equipment in the amount of \$10,000.00.
- Reappoint John Esposito as Fire District Commissioner for a term of 5 years.
- Approve 2024 Metro North Parking Management Plan.

**III. OLD BUSINESS**

- Engineer's Report

**IV. MOTION TO PAY BILLS**

- October 20, 2023 prepaids in the amount of \$8,480.00.
- October bills in the amount of \$553,432.93.

**V. ADJOURNMENT**

**VI. EXECUTIVE SESSION - Litigation**

## 2024 Tentative Garbage Budget

	1/2022 – 12/2022 Expenditures	1/2023 – 12/2023 Budget	1/1/23-10/10/23 Expenditures	1/2024-12/2024 Tentative Budget
<b>Personnel Services</b>	76,995	80,500	71,103 (20 of 26 P/Rs)	100,000
<b>Social Security</b>	4,753	4,991	4,391	6,200
<b>Medicare</b>	1,112	1,168	1,027	1,450
<b>Retirement</b>	8,085	9,800	not available yet	11,624
<b>Contingency</b>		5,000		10,000
<b>Truck Repair</b>	18,382	14,000	13,290	19,000
<b>Tipping Fees</b>	89,237	96,622	9 of 12 months 74,847 includes recycling	108,000 Includes recycling
<b>Recycling</b>	1,053	2,067	See Tipping Fees	see tipping fees
<b>Administration</b>	Rent 1,500 Other 851 Software 706	Rent 1,500 Other 1,700 Software 3,000	Rent 1,500 Other 1,126 Software 1,555	Rent 1,500 Other 1,200 Software 1,600
<b>Maintenance</b>	3,129	2,714	785	1,064
<b>Fuel</b>	4,500	10,500	---	6,630
<b>BAN Principal</b>	---	-----	----	----
<b>BAN Interest</b>	---	-----	----	----
<b>TOTAL</b>	210,303	233,562 ÷ 938 = \$249.00/unit	Approx. 169,624 10-month total	268,268 ÷ 938 = \$286.00/unit



Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000  
orrick.com

Thomas E. Myers

E tmyers@orrick.com  
D +1 212 506 5212  
F +1 212 506 5151

October 23, 2023

**VIA E-MAIL (eshedd@villageofpawling.org)**

Ms. Elizabeth Shedd  
Village Treasurer  
Village of Pawling  
9 Memorial Ave.  
Pawling, NY 12564

Re: Village of Pawling, Dutchess County, New York  
Water Filtration Plant Improvements  
Orrick File: 42972-2-3 (EFC DWSRF 16741)

Dear Ms. Shedd:

Thank you for retaining us as Bond Counsel to the Village with respect to rendering our approving opinion in connection with the financing above mentioned project. As a result of modifications to the project and plan of finance we are revising our fees accordingly. As such this letter shall serve as the new engagement letter for legal services.

Our legal services will include the following:

1. General advice relative to the financing, including, if applicable, review and/or drafting of proceedings pursuant to the relevant provisions of the Village Law and Local Finance Law authorizing the improvement being financed.
2. Advice, guidance, review and/or drafting relative to SEQRA compliance.
3. Drafting of the bond resolution and form for the Legal Notices of adoption and estoppel.
4. Drafting of the certificate providing for the details and authorizing the sale of the bond issue to EFC.
5. Drafting of the form of the final approving opinion.
7. Drafting of the bond form.
6. Drafting of the General Certificate (Certificate of Incumbency) of the Village Clerk.
7. Review of the EFC project finance agreement.
8. Attendance at conferences, as necessary, to expedite the financing.
9. Review of the maturity schedule for the bond issue.
10. Preparation of typewritten bonds.
11. Drafting of the form of the Closing Certificate for the closing.
12. Drafting/review of form of Arbitrage Certificate.
13. Completion and filing of IRS information forms.
14. Complete supervision from commencement of the financing of the project through the closing, including various detailed letters of instructions.



Ms. Elizabeth Shedd  
October 23, 2023  
Page 2

15. Drafting of this letter providing for the terms of our retainer.  
**Our fee for the above services for an EFC grid note will not exceed \$3,750.**  
**Any extension/renewal of the grid note will not exceed \$3,750.**  
**Notes issued outside of EFC as lender will be charged at our normal rates.**  
**For an EFC long term bond transaction, our fee will not exceed \$17,800.**  
**The aggregate fees will not exceed \$31,500.**

With best wishes,

Very truly yours,

*Tom*

Thomas E. Myers

TEM/es

cc: Jeff R. Smith (jrsmith@municipalsolution.com)  
Dan Stone (dstone@labellapc.com)  
Dave Daniels, Esq. (ded@dpllawyers.com)

Accepted on behalf of the Village of Pawling  
Dutchess County, New York this \_\_\_\_ day of  
October 2023.

---

Elizabeth Shedd, Village Treasurer

**New York State Environmental Facilities Corporation  
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

**Instructions for Minority Business Officers (MBO):**

The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form via email to your EFC Program Compliance Specialist.** The subject heading of the email to the EFC Program Compliance Specialist should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via email of its acceptance or denial.

If a partial MWBE waiver is requested, an [MWBE Utilization Plan](#) must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION			
<b>Recipient/Municipality:</b> Village of Pawling-	<b>County:</b> Dutchess		
<b>Project No.:</b> 16741	<b>GIG/EPG No.:</b>	<b>Contract ID:</b> Bond Counsel	<b>Registration No. (NYC only):</b>
<b>Minority Business Officer (MBO):</b> Elizabeth Shedd		<b>Email:</b> <a href="mailto:eshedd@villageofpawling.org">eshedd@villageofpawling.org</a>	
<b>Address of MBO:</b> Pawling Village Hall, 9 Memorial Ave, Pawling NY 12564		<b>Phone #:</b> 845-855-1122	
<b>Signature of MBO:</b> X I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			<b>Date:</b> 5/25/2023

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
<b>Firm Name:</b> Orrick, Herrington & Sutcliffe LLP		<b>Contract Type:</b> Construction	<input checked="" type="checkbox"/> Other Services
<b>Prime Firm is Certified as:</b> MBE WBE <input checked="" type="checkbox"/> N/A Other:			
<b>Address:</b> 51 West 52 <sup>nd</sup> St, New York NY 10019		<b>Phone #:</b> 212-506-5000	<b>Fed. Employer ID #:</b> 94-2952627
<b>Contact Information of Firm Representative Authorized to Discuss Waiver Request:</b> Name: Thomas Myers Title: Esq.		<b>Phone #:</b> 212-506-5000 <b>Email:</b> <a href="mailto:tmyers@orrick.com">tmyers@orrick.com</a>	
<b>Description of Work:</b> Bond Counsel		<b>EFC MWBE GOAL Total</b>	
<b>Award Date:</b>	<b>Start Date:</b>	<b>Completion Date:</b>	
<b>Total Contract Amount:</b> \$ 31,500		<b>Total: 20%</b>	
<b>MWBE Eligible Contract Amount:</b> \$ 31,500		<b>\$ 6,140</b>	
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			

**New York State Environmental Facilities Corporation  
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

**SECTION 3: TYPE OF MWBE WAIVER REQUESTED**

1.  **Full Waiver** (No MWBE participation)

2.  **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

**PROPOSED MWBE Participation**

**Total:**      %    \$

3.  **Specialty Equipment/Services Exclusion** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

**SECTION 4: SUPPORTING DOCUMENTATION**

Provide the following documentation as evidence of good faith efforts to meet the MWBE goals set forth and in support of the waiver application. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in items 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in item 13, as listed below.

1. A brief letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results for each task (using commodity codes) from Empire State Development Corporation's (ESD) [MWBE Directory](#) of all certified MWBEs that were solicited for this contract. Each search should be saved as an individual file.
4. A [log of solicitation results in Excel format](#), consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians), including date, persons communicated with and outcome. The log should show that each MWBE firm was contacted twice by two different methods if first contact was unsuccessful (e.g., email and phone), and the final outcome of the solicitation.
5. List of the general circulation, trade association, and MWBE oriented publications and dates of publication soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.

**New York State Environmental Facilities Corporation  
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form**

7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

**Documentation for Requests for Specialty Equipment Exclusions:**

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no MWBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**Documentation for Requests for Specialty Service Exclusions:**

13. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

**Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance.

**SIGNATURE**

**Electronic Signature of Contractor:**

I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type): Thomas E. Myers



Date: 05/25/2023





**Orrick, Herrington & Sutcliffe LLP**  
51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000  
orrick.com

Thomas E. Myers

**E** tmyers@orrick.com  
**D** +1 212 506 5212  
**F** +1 212 506 5151

October 23, 2023

Minority and Women Owned Business Officer  
Village of Pawling  
9 Memorial Avenue  
Pawling, NY 12564

Subject: *Request for Waiver of MBE/WBE Goals*  
*Project No. 16741*  
*Village of Pawling, New York*

To whom it may concern:

I am requesting a full waiver of \$31,500 from the MBE/WBE contract goals for the legal service contract for the Village of Pawling (the "Village") water project (the "Project"). It is our view that the legal services provided to the Village by the Firm are "specialty service[s] that cannot be subcontracted" for which a specialty service full waiver should be granted.

The law firm of Orrick, Herrington & Sutcliffe LLP (the "Firm") has served as bond counsel to the Village of Pawling ("Village") since 2013. In connection with Project No. 16741, the Firm has an engagement letter ("Contract") that is annexed hereto as "Attachment 1".

The Scope of Representation in the Contract includes general legal advice and representation, review of legal documents, attendance at board of trustees meetings, coordination with NYS Environmental Facilities Corporation (EFC) in relation to financing proceedings and related requirements including review of submissions to EFC and other regulatory agencies such as agreements, responses to requests for information that may require knowledge of the history of financing and operation of the Village water system improvements and related legislation; legal analysis to justify issuance of an opinion of counsel concerning issuance of indebtedness; contractor's qualifications; and production of documents and correspondence.

The duties required in the Contract expressly require the Firm's attorneys to issue a legal opinion about the legal adequacy of the proceedings leading to and resulting in the issuance of indebtedness by the Village, as general counsel, based on complete and detailed knowledge based on the history of the project, our attorneys' relationships with Village officials and regulatory officials, and our proven ability to navigate safely to the successful conclusion of the administrative permitting and environmental processes.

Should the Firm be required to engage another attorney qualified in New York State to complete the legal requirements of the Firm's Contract, that attorney would not have the requisite knowledge of the legal history of the existing Village water infrastructure that this Firm possesses, resulting in the Firm having to supervise and educate the subcontracting attorney and compounding the cost of legal counsel incurred by the Village and the likelihood that the completion of the Project will be slowed down.

All of the tasks identified in this letter require our personal attention and are ones that cannot be safely delegated to another attorney, paralegal or secretary. Such services are personal and fiduciary in nature, for heightened protection of the client.



Minority and Women Owned Business Officer  
October 23, 2023  
Page 2



All of the services committed to by the Firm are within the expertise of the attorneys in the Firm. The Firm does not need to subcontract services because the Firm is well qualified to deliver the services without outside assistance.

We commit to make a meaningful good faith effort to identify MWBE compliant subcontractors should the need arise.

Accordingly, based upon the foregoing, I am requesting a specialty service waiver for the Contract in the amount of \$31,500.

If you have any questions, please contact me.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

A handwritten signature in cursive script that reads "Thomas E. Myers".

By \_\_\_\_\_  
Thomas E. Myers, Partner

## Jennifer Osborn

---

**From:** Stone, Dan <dstone@labellapc.com>  
**Sent:** Thursday, October 26, 2023 12:56 PM  
**To:** Lauri Taylor  
**Cc:** Gerald Locascio; Jennifer Osborn; Urban-Mead, Russell  
**Subject:** RE: [Ext] Re: FW: Reminder Wetland DP22 monitoring equipment repairs

Lauri and Jennifer,

As requested, LaBella is seeking authorization from the Village to fix wetland monitoring equipment required by the Umscheid water withdrawal permit in the amount of \$10,000. The proposed Lump Sum estimate for this work is:

LaBella Labor	\$2,500
Replace transducer in PZ-2s	\$1,200
Remove, have tested and possibly replace Stream Gage telemetry unit	\$3,000
Replace Batteries in all data loggers	\$3,300
Total	10,000

Thank you DanS

**From:** Lauri Taylor <lauritaylor89@gmail.com>  
**Sent:** Thursday, October 26, 2023 12:07 PM  
**To:** Stone, Dan <dstone@labellapc.com>  
**Cc:** Gerald Locascio <glocascio@villageofpawling.org>; Jennifer Osborn <josborn@villageofpawling.org>; Urban-Mead, Russell <rurban-mead@labellapc.com>  
**Subject:** [Ext] Re: FW: Reminder Wetland DP22 monitoring equipment repairs

Dan,  
We will need actual estimates for each item and will then need to be put on a Village Board meeting agenda. Our next meeting is 11/6.

Lauri

On Thu, Oct 26, 2023 at 10:18 AM Stone, Dan <[dstone@labellapc.com](mailto:dstone@labellapc.com)> wrote:

REMINDER

**From:** Stone, Dan  
**Sent:** Sunday, October 22, 2023 10:57 AM  
**To:** [lauritaylor89@gmail.com](mailto:lauritaylor89@gmail.com)  
**Cc:** Gerald Locascio <[glocascio@villageofpawling.org](mailto:glocascio@villageofpawling.org)>  
**Subject:** Reminder Wetland DP22 monitoring equipment repairs



# PAWLING FIRE DISTRICT

## Board of Fire Commissioners

P. O. BOX 464

PAWLING, NEW YORK 12564

October 30, 2023

Ms. Lauri Taylor, Mayor  
Village Hall  
9 Memorial Avenue.  
Pawling, NY 12564

Dear Ms. Taylor,

I am writing on behalf of the Fire District Commissioners; John Esposito's term of office expires at the end of this year. It is the unanimous request of the Board of Commissioners that he be reappointed for another five-year term effective January 1, 2024. We would like to have this in effect as soon as possible so that we can make it part of the agenda for our organizational meeting in January. Please notify me when the Village Board have made a decision.

Thank you for your time and consideration in this matter.

Sincerely,

Sharon Turner  
Secretary / Treasurer

**2024  
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 2024 (January 1<sup>st</sup> through December 31<sup>st</sup>) for which an update for 2025 must be prepared and submitted to Metro-North by November 1, 2024.

#### 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 2024 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, 2023.

In the application process for 2024 permits, which will take place late in 2023, 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 Day, President's Day, Good Friday, Memorial Day, Juneteenth, 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 2023 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, November 2022,  
November 2023**

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, 2024.

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

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

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

\_\_\_\_\_  
Hon. Lauri Taylor  
Mayor  
Village of Pawling, New York