

**RESOLUTION OF SEQR DETERMINATION  
FOR LOCAL LAW NO. \_\_\_ OF 2022**

At a meeting of the Village Board of Trustees of the Village of Pawling (“Village Board”), held at the Village of Pawling Village Hall on the 7<sup>th</sup> day of November, 2022, at 7:00 p.m., Village Mayor, Lauri Taylor called the meeting to order, and \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, moved the following resolution, containing certain findings and determination under the New York State Environmental Quality Review Act (“SEQRA”).

**WHEREAS**, the Village of Pawling Village Board (“Village Board”) has introduced and is considering the enactment of a Local Law No \_\_\_\_\_ for 2022 which would amend certain provisions of the Village of Pawling Zoning Law; and

**WHEREAS**, the Village Board has prepared Part 1 of a Short Environmental Assessment Form (“EAF”), pursuant to the requirements of 6 NYCRR Part 617; and

**WHEREAS**, the Village has determined that enactment of this Local Law is an Unlisted Action under the New York State Environmental Quality Review Act (“SEQRA”); and

**WHEREAS**, the proposed Local Law has been referred to the Dutchess County Department of Planning and Development pursuant to New York General Municipal Law §239-m; and

**WHEREAS**, the Village Board has thoroughly reviewed and considered the Local Law; and

**WHEREAS**, the Village Board duly advertised, held and closed the public hearing on the Local Law during its meeting on November 7, 2022; and

**WHEREAS**, the Village Board, after the close of the public hearing during the meeting on November 7, 2022, conducted its SEQRA review by (1) considering the criteria contained in

subdivision (c) of 6 NYCRR §617.7 to identify any relevant areas of environmental concern, (2) thoroughly analyzing the identified relevant areas of environmental concern to determine if the action may have a significant adverse environmental impact and (3) completing Part 2 of the EAF and adopting Part 3 of the EAF, which included a narrative articulating the reasons supporting the Village Board's SEQRA determination; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board hereby determines that the enactment of Local Law No. \_\_\_\_\_ of 2022 is an Unlisted Action under SEQRA; and

**BE IT FURTHER RESOLVED**, that the Village Board shall serve as Lead Agency; and

**BE IT FURTHER RESOLVED**, that for the reasons set forth in Part 3 of the EAF, the enactment of the Local Law will result in no significant adverse impacts on the environment and, therefore, that an Environmental Impact Statement need not be prepared and a Negative Declaration therefore be issued.

The foregoing resolution was duly put to a vote which resulted as follows:

|                         | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> |
|-------------------------|------------|------------|----------------|
| Mayor Lauri Taylor      | —          | —          | —              |
| Trustee Daniel Peters   | —          | —          | —              |
| Trustee John Burweger   | —          | —          | —              |
| Trustee Gerald Locascio | —          | —          | —              |
| Trustee Tom Meyer       | —          | —          | —              |
| <b>TOTAL</b>            | —          | —          | —              |

The resolution was thereupon duly adopted on November 7, 2022.

DATED: Pawling, New York  
November 7, 2022

\_\_\_\_\_  
JENNIFER OSBORN, VILLAGE CLERK  
Village of Pawling

**Dutchess County Department of Planning and Development**

**Fax Info**

To  
Dept  
Fax #

Date  
From  
Phone #

# pgs

**239 Planning/Zoning Referral – Exemption Communities**

Municipality: Village of Pawling

Referring Agency:  Planning Board  Zoning Board of Appeals  Municipal Board

Tax Parcel Number(s): n/a

Project Name: Local Law amending zoning law provisions related to density and floor area ratio

Applicant: Village of Pawling Board of Trustees

Address of Property: n/a

Please fill in this section

**Parcel(s) within 500 feet of:**

- State Road \_\_\_\_\_
- County Road \_\_\_\_\_
- State Property (w/public building or recreation area)
- County Property (w/public building or recreation area)
- Municipal Boundary
- Farm operation in an Agricultural District

**Actions Requiring 239 Review**

- Comprehensive/Master Plans
- Zoning Amendments (standards, uses, definitions, district regulations, etc.)
- Rezoning involving all map changes
- Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.)
- Site Plans (all)
- Special Permits for all non-residential uses
- Use Variances for all non-residential uses
- Area Variances for all non-residential uses

**Exempt Actions:\*  
239 Review Is NOT Required**

- Administrative Amendments (fees, procedures, penalties, etc.)
- Special Permits for residential uses (accessory apts, home occupations, etc.)
- Use Variances for residential uses
- Area Variances for residential uses
- Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals
- Subdivisions / Lot Line Adjustments
- Interpretations

Exempt Action submitted for informal review

Date Response Requested (if less than 30 days): 11/7/2022

If subject of a previous referral, please note County referral number(s):

*\* These actions are only exempt in municipalities that signed an intermunicipal agreement with Dutchess County to that effect.*

FOR COUNTY OFFICE USE ONLY

**Response from Dutchess County Department of Planning and Development**

**No Comments:**

- Matter of Local Concern
- No Jurisdiction
- No Authority
- Project Withdrawn
- Exempt from 239 Review

**Comments Attached:**

- Local Concern with Comments
- Conditional
- Denial
- Incomplete — *municipality must resubmit to County*
- Incomplete with Comments — *municipality must resubmit to County*
- Informal Comments Only (Action Exempt from 239 Review)

Date Submitted:

Notes:

Major Project

Date Received:

Date Requested:

Referral #:

Date Required:

Also mailed hard copy

Reviewer: \_\_\_\_\_

Date Response Faxed:

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

|  | No, or small impact may occur       | Moderate to large impact may occur |
|--|-------------------------------------|------------------------------------|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 2. Will the proposed action result in a change in the use or intensity of use of land?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 3. Will the proposed action impair the character or quality of the existing community?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?            | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 7. Will the proposed action impact existing:<br>a. public / private water supplies?<br>b. public / private wastewater treatment utilities?                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
|  | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |
| 11. Will the proposed action create a hazard to environmental resources or human health?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>           |

Project:

Date:

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Board of Trustees of the Village, as lead agency, has determined that there are no significant adverse environmental impacts associated with this local law because it primarily serves to clarify certain existing provisions in the Village's Zoning Law relating to density, floor area ratio, large lot vs small lot and retail uses in a manner which, as set forth in the proposed resolution to adopt this local law, promotes the purposes and goals of the Village's comprehensive plan and which is very unlikely to lead to development beyond that currently permitted under the Village's existing Zoning Law.

|   |   |
|---|---|
| <input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. |   |
| <input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.  |   |
| Board of Trustees of the Village of Pawling<br><hr/> Name of Lead Agency  | <hr/> Date  |
| Lauri Taylor<br><hr/> Print or Type Name of Responsible Officer in Lead Agency  | Mayor<br><hr/> Title of Responsible Officer                         |
| <hr/> Signature of Responsible Officer in Lead Agency   | <hr/> Signature of Preparer (if different from Responsible Officer) |

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – 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 may be subject to further verification. Complete Part 1 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.

| <b>Part 1 – Project and Sponsor Information</b>  |                    |   |                                |  |
|--|--------------------|---|--------------------------------|--|
| Village of Pawling Board of Trustees adoption of Local Law No. ___ for the year 2022   |                    |   |                                |  |
| Name of Action or Project:<br>Adopt Local Law No. ___ for the year 2022  |                    |   |                                |  |
| Project Location (describe, and attach a location map):<br>Village of Pawling New York   |                    |   |                                |  |
| Brief Description of Proposed Action:<br>Adopt Local Law No. ___ for the year 2022 amending Chapter 98 of the Village Code entitled "Zoning" to add or amend certain definitions and certain provisions related to density and floor area ratio.   |                    |   |                                |  |
| Name of Applicant or Sponsor:<br>Board of Trustees, Village of Pawling, New York   |                    | Telephone: 845-855-1122<br>E-Mail: josborn@villageofpawling.org |                                |  |
| Address:<br>9 Memorial Avenue  |                    |   |                                |  |
| City/PO:<br>Pawling  | State:<br>New York | Zip Code:<br>12564  |                                |  |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>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.   |                    |   | NO<br><input type="checkbox"/> | YES<br><input checked="" type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency?<br>If Yes, list agency(s) name and permit or approval:   |                    |   | NO<br><input type="checkbox"/> | YES<br><input type="checkbox"/>            |
| 3. a. Total acreage of the site of the proposed action? _____ n/a acres<br>b. Total acreage to be physically disturbed? _____ n/a acres<br>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ n/a acres  |                    |   |                                |  |
| 4. Check all land uses that occur on, are adjoining or near the proposed action:<br><input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)<br><input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): n/a<br><input type="checkbox"/> Parkland |                    |   |                                |  |

|  | NO                       | YES                      | N/A                      |
|--|--------------------------|--------------------------|--------------------------|
| 5. Is the proposed action,   |                          |                          |                          |
| 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?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels?   | <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"/> |                          |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>_____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: _____<br>_____   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 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?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| 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?   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>_____<br>_____   |                          |                          |                          |

|  |                          |                          |
|--|--------------------------|--------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:   |                          |                          |
| <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> 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?   | NO                       | YES                      |
|  | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Is the project site located in the 100-year flood plan?  | NO                       | YES                      |
|  | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?   | NO                       | YES                      |
| If Yes,  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Will storm water discharges flow to adjacent properties?  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  | <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, briefly describe:<br>_____<br>_____  |                          |                          |
| 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)?  | NO                       | YES                      |
| If Yes, explain the purpose and size of the impoundment:<br>_____<br>_____   | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?   | NO                       | YES                      |
| If Yes, describe:<br>_____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?   | NO                       | YES                      |
| If Yes, describe:<br>_____<br>_____  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  |                          |                          |
| Applicant/sponsor/name: <u>Lauri Taylor</u>  |                          | Date: <u>11/7/2022</u>   |
| Signature: _____   |                          | Title: <u>Mayor</u>      |



At a Meeting of the Village of Pawling Board of Trustees held at Village Hall, 9 Memorial Avenue, Pawling, New York, on the 7<sup>th</sup> day of November 2022, at 7:00 PM

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PAWLING**

*Identifier: Enacting Local Law No. \_\_\_\_ for the year 2022 entitled “2022 Amendments to Chapter 98 Zoning Law” relating to clarifying certain provisions therein, including provisions relating to determining maximum density and floor area ratio, determining whether a given lot is a large lot or a small lot and adding or amending certain defined terms.*

The meeting was called to order by Mayor Lauri Taylor and the following were:

**P R E S E N T:**

\_\_ Mayor Lauri Taylor

\_\_ Trustee Daniel Peters

\_\_ Trustee John Burweger

\_\_ Trustee Gerald Locascio

\_\_ Trustee Thomas Meyer

Trustee \_\_\_\_\_ moved the following resolution, seconded by Trustee \_\_\_\_\_, to adopt the following local law:

**Local Law No. \_\_\_\_ for the year 2022, entitled “2022 Amendments to Chapter 98 Zoning Law” relating to clarifying certain provisions therein, including provisions relating to determining maximum density and floor area ratio, determining whether a given lot is a large lot or a small lot and adding or amending certain defined terms (“Local Law”).**

**WHEREAS**, at the Board of Trustees meeting held on October \_17, 2022 the Local Law was introduced and the Board set the public hearing for November 7, 2022;

**WHEREAS**, pursuant to § 7-706 of the New York Village Law, at least ten (10) days notice of such public hearing was published in a paper of general circulation in the Village;

**WHEREAS**, a duly noticed public hearing was held on November 7, 2022 and interested parties were provided an opportunity to be heard;

**WHEREAS**, the Local Law has been referred to the Dutchess County Department of Planning and Development (DCDPD) pursuant to New York General Municipal Law § 239-m and the DCDPD has indicated that the adoption of this Local Law is a matter of local concern;

**WHEREAS**, the Board of Trustees has issued a Negative Declaration under SEQRA with respect to the Local Law;

**WHEREAS**, pursuant to § 7-706 of the New York Village Law, upon adoption of the proposed Local Law: (i) it shall be entered in the minutes of the Board of Trustees; (ii) a copy, summary or abstract thereof shall be published once in the Village's official newspaper; (iii) a copy of the Local Law shall be posted conspicuously at or near the main entrance to the office of the Village Clerk; and (iv) affidavits of the publication and posting thereof shall be filed with the Village Clerk;

NOW THEREFORE, BE IT ENACTED that the Board of Trustees of the Village of Pawling hereby adopts the following Local Law:

**“2022 Amendments to Chapter 98 Zoning Law”** relating to clarifying certain provisions therein, including provisions relating to determining maximum density and floor area ratio, determining whether a given lot is a large lot or a small lot and adding or amending certain defined terms (“Local Law”)

Purpose

The purpose of this Local Law No. \_\_\_ for the year 2022 is to amend Chapter 98 of the Village Code entitled “Zoning” (“Chapter 98”) to clarify certain provisions therein, including

provisions relating to determining maximum density and floor area ratio, determining whether a given lot is a large lot or a small lot and adding or amending certain defined terms;

WHEREAS, in 1994, the Village adopted a comprehensive plan pursuant to NY Village Law § 7-722 by enacting local law no. 4 for the year 1994 (the “Adopted Plan”).

WHEREAS, The objectives of the Adopted Plan include (i) ensuring that new development be woven into the Village’s existing context through appropriate use and design controls which encourage or require new construction to be compatible with the Village’s existing historic character and context; (ii) generate land use code changes relating to density, building types landscape and design necessary to strengthen the small town nature of Pawling; (iii) encouraging a reasonable level of growth while maintaining its traditional scale and character; (iv) ensure that new neighborhoods mesh seamlessly with existing ones; (v) encourage new development that relates as closely as possible to its immediate context;

WHEREAS, the Board finds that the objectives of the Adopted Plan will be best served by clarifying the provisions of the Zoning Law pertaining to density and floor area ratio and adding certain defined terms as set forth in the Local Law;

**NOW THEREFORE, BE IT ENACTED** that the Board of Trustees of the Village of Pawling hereby adopts the following Local Law:

### **Purpose**

#### **1. Purpose and intent.**

The purpose of this local law is to amend Chapter 98 Zoning of the Code of the Village of Pawling to inter alia clarify certain provisions therein.

#### **2. Density Calculation for Multi-family Residential Dwellings**

The text relating to Multi-family Residential Dwellings in the first column of the “Table of Uses Schedule A Schedule of Permitted Uses” in Chapter 98 is amended to read as follows:<sup>1</sup>

“Multi-family Residential Dwelling; provided, however, that the density of a given lot shall not exceed the product of (i) ten (10) multiplied by (ii) the Net Residential Acreage of such lot; provided, however, if such calculation does not result in a whole number of units and the fraction of a unit is less than .5 then the density of such lot shall be rounded down to the nearest whole number and if such calculation does not result in a whole number of units and the fraction of a unit is equal to or greater than .5 then the density of such lot shall be rounded up to the nearest whole number Examples of such density calculation are set forth in Table A below:

TABLE A

| Net Residential Acreage of Lot in acres | Maximum Density (i.e., Maximum number of dwelling units permitted on Lot) |
|---|---|
| 2.44                                    | 24  |
| 2.45                                    | 25  |
| 2.46                                    | 25  |

**3. Amendment of Definitions Section.**

§98-5 of the Zoning Law entitled “Definitions” is amended to add or amend the terms set forth below. For the avoidance of doubt, in the event that a definition in this local law no \_\_\_ for the year 2022 conflicts with the definition of the same term elsewhere in the Zoning Law, the definition in this local law shall apply.

**BOARD or BOARD of TRUSTEES** – the board of trustees of the Village

**BUILDING** — Any structure or series of connected structures having a roof or roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons, animals or chattel.

**BUILDING PERMIT** — A permit issued pursuant to § 10-6 of Chapter 10A of the Code. The term "building permit" shall also include a building permit which is renewed, amended or extended pursuant to any provision of such Chapter 10A.<sup>2</sup>

**BUILDING INSPECTOR** — The Building Inspector or Contracted Inspector, as the case may be, appointed pursuant to § 10-5 of Chapter 10A of the Code.

<sup>1</sup> For the avoidance of doubt, this local law deletes the following text from the Zoning Law: “ Multi-family Residential Dwelling; provided, however, that density shall not exceed ten families per acre of land, nor more than a proportional number of families on a fractional part of an acre of land”

<sup>2</sup> Chapter 10A was enacted pursuant to Local Law No 2 for the year 2022.

CERTIFICATE OF OCCUPANCY — A certificate issued pursuant to § 10-9 of Chapter 10A of the Code.

CHAPTER- Chapter 98 of the Code.

CODE — the Code of the Village of Pawling as defined in Section 1.1 et seq. thereof.

DENSITY – A unit of measurement; “density” means the maximum number of residential dwelling units permitted on a given lot.

FLOOR AREA RATIO – the combined gross floor area in square feet of all buildings on a lot divided by the area of such lot in square feet. In calculating the floor area of a building or buildings on a given lot, all floors within each building shall be included. For example, assume that the gross floor area of given lot equals 40,000 square feet and that such lot is to be improved by two (2) buildings, one with three (3) floors with 2,500 square feet of gross floor area each and the other with one floor with a gross floor area of 10,000 square feet. Under such example, the floor area ratio would be .43 calculated as follows:  $((3 \times 2,500) + 10,000)/40,000$ .

LEGAL REQUIREMENT — any provision of this Chapter 98, other sections of the Code and/or any other state or local law, ordinance or regulation related to construction, development and/or use of buildings, structures and lots and other land within the Village.

LOT — A parcel of land whose boundaries are established or are to be established by some legal instrument such as a recorded deed or map and which has been established or is to be established in accord with applicable Legal Requirements as a separate parcel of land for the purposes of transfer of title and/or for purposes of obtaining site plan approval, a special use permit and/or any other approval specified in this Chapter.

LOT, CONFORMING – a conforming lot is a lot which fully conforms to the minimum lot size of the Zoning Law applicable to the district or districts in which such lot is situated

LOT, LARGE -- a large lot is a lot containing three (3) or more acres. In the event that, in connection with a given use or uses, two (2) or more lots are consolidated or merged, or are to be consolidated or merged, into a single lot, the combined gross acreage of each such lot shall be included in determining whether the merged or consolidated lot, as the case may be, is a large lot or a small lot. For the avoidance of doubt in the event that a consolidation or merger of two (2) or more lots into a single lot is to occur prior to, as a condition of or after any site plan approval, special use permit approval or other approval under this Chapter, the combined acreage of each such lot shall be included in determining whether the resulting lot is a large lot or a small lot.

LOT, SMALL - a small lot is any lot which is not a large lot.

NET RESIDENTIAL ACREAGE - the total acreage of a given lot reduced by each of the following: (i) any acreage on such lot which the Planning Board determines is not subject to development due to development constraints, including but not limited to wetlands, watercourses, one-hundred-year floodplains, slopes of 15% or greater and areas with deficient subsoils; and (ii) any acreage that the Planning Board determines is dedicated or to be dedicated solely to non-residential uses on the lot, such as, but not limited to non-residential building coverage areas, parking spaces, parking lot, access roads, driveways, setback areas and landscaping dedicated solely to the non-residential use(s). In making such determination, any acreage which the Planning Board determines is dedicated to both residential and non-residential uses (including but not limited to mixed use buildings, shared parking lot and shared access roads) shall be allocated to the residential and non-residential uses on a pro rata basis based on the relative floor area of the buildings allocated to residential use and non-residential use. For example, if an access road on a given lot covers an acre of land and is dedicated to both the residential and the non-residential uses on such lot, and if the square footage of the building(s) devoted to residential use is 10,000 and the square footage of the building(s) devoted to non-residential use is 20,000 (resulting in an aggregate of 30,000 square feet) then for purposes of determining Net Residential Acreage, 1/3rd of the acreage of such access road (10,000/30,000) will be deemed to be dedicated to residential use and 2/3rds will be deemed to be dedicated to non-residential use.

OFFICE – A building used for business, medical, professional, administrative or government purposes, including without limitation lawyers, doctors and other health care professionals, authors, consultants, financial and business advisers, architects, engineers, surveyors and accountants.

PERSON —an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PERSONAL SERVICE STORE -means a shop or store providing on site services to customers, such as but not limited to, shoe repair, barber shops, beauty parlors and tailors; provided, however, a personal service store does not include an office other than an office which is ancillary to the operation of a personal service store.

SITE – a lot.

STRUCTURE — Anything constructed or erected on the ground or with a fixed location on the ground or attached to something having a fixed location on the ground, including but not limited to buildings, walls, fences, radio towers, power-generating equipment such as freestanding windmills and solar panels, swimming pools, billboards, poster panels and signs.

ZONING LAW- Local Law #2 for the year 1995 entitled Chapter 98 Zoning Law, as amended.

#### **4. Clarification of Special Permit Conditions Applicable to Large Lots.**

§98-76D is amended to add the following immediately prior to item number "1":

"The following conditions are applicable to any Large lot:"

**5. Clarification of Retail Use Special Use Permit Square Footage limitations.**

Paragraph A of §98-76 is amended to add the following sentence at the end of such section: For the avoidance of doubt, each of the uses specified in this paragraph A of §98-76 shall be deemed to be a separate retail use, including without limitation for the purpose of calculating the maximum square footage of retail uses permitted on a given site as provided in item 3 in paragraph D of §98-76 and item 1 in paragraph E of §98-76.

**6. Severability, Savings Clause, Inconsistencies**

- A. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law and Chapter 98.
- B. In the event of any inconsistencies between this local law and other provisions of the Zoning Law or any other local law of the Village enacted prior to the effective date of this Chapter, the terms of this local law shall prevail and be controlling.

**7. When effective.**

This Chapter shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with § 27 of the Municipal Home Rule Law."

\*\*\*\*\*

The question of the foregoing Resolution was duly put to a vote, the Board of Trustees voting as follows:

|                         | <u>Aye</u> | <u>Nay</u> | <u>Abstain</u> |
|-------------------------|------------|------------|----------------|
| Mayor Lauri Taylor      | —          | —          | —              |
| Trustee Daniel Peters   | —          | —          | —              |
| Trustee John Burweger   | —          | —          | —              |
| Trustee Gerald Locascio | —          | —          | —              |
| Trustee Tom Meyer       | —          | —          | —              |

TOTAL

— — —

I hereby certify that the above is a true and correct copy of the Resolution passed by the Village of Pawling Board of Trustees at a meeting held on \_\_\_\_\_, 2022.

Date: November 7, 2022

\_\_\_\_\_  
Jennifer Osborn, Village Clerk





September 21, 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. 1 in the amount of \$149,252.60 from Roehrs Construction, Inc., PO Box 406 Clintondale, New York 12515, for the period ending September 13, 2022, as summarized below:

|  |               |
|--|---------------|
| Total Costs Incurred This Period:          | \$ 157,108.00 |
| Total Eligible Costs:                      | \$ 157,108.00 |
| Total Change Order Requests (this period): | \$ 0.00       |
| Minus Ineligible Costs:                    | \$ 0.00       |
| Subtotal:                                  |               |
| Less Retainage (5% of completed work):     | \$ 7,855.40   |
| Total Amount of Request:                   | \$ 149,252.60 |

Also enclosed is a separate invoice that will be billed to the Lower Baxter Project for the HDD Installation of 680 LF of 6-inch Watermain from future Baxter Green WTP Site to Grandview Avenue in the amount of \$57,800.00.

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](mailto: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

21 Fox Street | Poughkeepsie, NY 12601 | p (845) 454-3980

[www.labellapc.com](http://www.labellapc.com)

**Contractor's Application for Payment**

|   |   |
|---|---|
| <b>Owner:</b> <u>Village of Pawing</u>                  | <b>Owner's Project No.:</b> <u>VP-BID-02</u>      |
| <b>Engineer:</b> <u>LaBella Associates DPC</u>          | <b>Engineer's Project No.:</b> _____              |
| <b>Contractor:</b> <u>Roehrs Construction, Inc.</u>     | <b>Contractor's Project No.:</b> <u>VP-BID-02</u> |
| <b>Project:</b> <u>Pawling Water Supply Project</u>     |   |
| <b>Contract:</b> <u>Pawling Water Supply Project</u>    |   |
| <b>Application No.:</b> <u>1</u>                        | <b>Application Date:</b> <u>9/13/2022</u>         |
| <b>Application Period:</b> <b>From</b> <u>7/22/2022</u> | <b>to</b> <u>9/13/2022</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<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 157,108.00 | - |
| 5. Retainage   |               |   |
| a. 5% X \$ 7,855.40 - Work Completed   | \$ 7,855.40   | - |
| b. 0 X \$ 0.00 - Stored Materials  | \$ 0.00       | - |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ 7,855.40   | - |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ 149,252.60 | - |
| 7. Less previous payments (Line 6 from prior application)  |               |   |
| 8. Amount due this application   | \$ 149,252.60 | - |
| 9. Balance to finish, including retainage (Line 3 - Line 4)  | \$ 54,855.40  | - |

**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:** *Dave Roehrs* **Date:** 9/13/2022

|  |                          |
|--|--------------------------|
| <b>Recommended by Engineer</b>                                     | <b>Approved by Owner</b> |
| <b>By:</b> <u><i>[Signature]</i></u> Joseph M. Fusillo, PE, ENV SP | <b>By:</b> _____         |
| <b>Title:</b> <u>Senior Civil Engineer, Regional Civil Leader</u>  | <b>Title:</b> _____      |
| <b>Date:</b> <u>09/21/22</u>                                       | <b>Date:</b> _____       |
| <b>Approved by Funding Agency</b>                                  |                          |
| <b>By:</b> _____   | <b>By:</b> _____         |
| <b>Title:</b> _____  | <b>Title:</b> _____      |
| <b>Date:</b> _____   | <b>Date:</b> _____       |

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Village of Pawling  
 Engineer: La Bella Associates DPC  
 Contractor: Roehrs Construction, Inc.  
 Project: Pawling Water Supply Project  
 Contract: VP-BID-02

Owner's Project No.: VP-BID-02  
 Engineer's Project No.:  
 Contractor's Project No.: VP-BID-02

Application No.: 1 Application Period: From 7/22/2022 to 9/13/2022 Application Date: 9/13/2022

| Item No.                 | Description  | Scheduled Value (\$) | Original Contract                      |                                 | Materials Currently Stored (not in D or E) (\$) | Work Completed and Materials Stored to Date (D + E + F) (\$) | % of Scheduled Value (G / C) (%) | Balance to Finish (C - G) (\$) |
|--------------------------|--|----------------------|--|---------------------------------|---|--|----------------------------------|--------------------------------|
|                          |  |                      | (D + E) From Previous Application (\$) | Work Completed This Period (\$) |   |  |                                  |                                |
| A                        | B  | C                    | D                                      | E                               | F   | G  | H                                | I                              |
| 1                        | Mobilization/ Demobilization                       | \$17,000.00          | -                                      | \$15,000.00                     |   | \$15,000.00  | 88%                              | \$2,000.00                     |
| 2                        | Turtle Fence                                       | \$20,800.00          |  | \$23,328.00                     |   | \$23,328.00  | 100%                             | \$0.00                         |
| 3                        | Cleaning, Grubbing, and Erosion & Sediment Control | \$20,000.00          |  | \$20,000.00                     |   | \$20,000.00  | 100%                             | \$0.00                         |
| 4                        | Double 3"  | \$100,800.00         |  | \$95,580.00                     |   | \$95,580.00  | 100%                             | \$0.00                         |
| 5                        | Horizontal Rock                                    | \$4,000.00           |  | \$3,200.00                      |   | \$3,200.00   | 100%                             | \$0.00                         |
| 6                        | Water Connections                                  | \$10,000.00          |  | \$0.00                          |   | \$0.00   | 0%                               | \$10,000.00                    |
| 7                        | Site Restoration                                   | \$15,000.00          |  | \$0.00                          |   | \$0.00   | 0%                               | \$15,000.00                    |
| 8                        | Allowance  | \$20,000.00          |  | \$0.00                          |   | \$0.00   | 0%                               | \$20,000.00                    |
|                          |  |                      |  |                                 |   |  |                                  |                                |
|                          |  |                      |  |                                 |   |  |                                  |                                |
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|                          |  |                      |  |                                 |   |  |                                  |                                |
|                          |  |                      |  |                                 |   |  |                                  |                                |
|                          |  |                      |  |                                 |   |  |                                  |                                |
|                          |  |                      |  |                                 |   |  |                                  |                                |
| Original Contract Totals |  | \$ 207,600.00        | \$ -                                   | \$157,108.00                    | \$ -  | \$157,108.00   | 75.7%                            | \$ 547,000.00                  |



October 25, 2022

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

**RE: Grant Services – Village Pawling CDBG Grant Application  
Dutchess County Community Development Grant Program  
LaBella Proposal #P2205493**

Dear Mayor Taylor:

LaBella Associates, D.P.C. ("LaBella") is pleased to submit the following proposal to assist the Village of Pawling with completing a Dutchess County Community Development Grant (CDBG) application. We understand the Village of Pawling is seeking funding to support a priority improvement project that aligns with the grant program. The WIA grant opened the application process in October, applications are due December 9, 2022.

### **LABELLA SCOPE OF SERVICES**

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LaBella will assist the Village in preparing a Dutchess County grant application for a priority improvement project as determined by the mayor. The most likely project includes improvements to Anderson Way, formerly West Street. Other project being considered include equipment purchase for sidewalk cleaning, mini-excavator, and winter work.

The Dutchess County CDBG is funded by the United States Department of Housing and Urban Development, the program's intent is to develop viable, more resilient communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low- and moderate-income people and communities. The program allows for a maximum funding limit of \$150,000 for affordable housing, public facilities, water/wastewater, economic development/job creation projects; or a maximum of \$100,000 for removal of existing architectural barriers, parks and recreation.

The program requires submission of Letter of Intent (LOI) by November 18, 2022 and final Grant Application by December 9, 2022. The LOI is submitted through the Dutchess County Grant Application Portal, the County will review and approve advancement to a full application. The Grant Application is also submitted through the portal and includes the following attachments:

- Public Hearing Documentation
- Resolution Authorizing Submission of Application
- Activity Budget
- Schedule



- Online Application

We will develop the required complete application responses and narratives to demonstrate the importance of the project and provide a copy for your review prior to submitting. We will review the application with you and make any suggested revisions. We will assemble and submit the completed application and required materials through the Dutchess County online portal. You will be responsible for the preparation and assembly of certain required materials, anticipated to include a public hearing and a municipal resolution.

### **LABELLA FEE SCHEDULE**

Our fee to perform this work is \$3,000 inclusive of expenses. Any additional services will be billed on a time and materials basis.

| <b>Tasks</b>           |                                       | <b>Fee Estimates</b>                    | <b>Proposed Schedules</b>                         |
|------------------------|---------------------------------------|---|---|
| <b>Task No.</b>        | <b>Task Description</b>               | <b>Time and Material, Not to Exceed</b> | <b>Projected Start / End Dates <sup>(1)</sup></b> |
| <b>01</b>              | <b>CDBG Grant Application Support</b> | \$3,000                                 | Start: On-going<br>End: December 9, 2022          |
| <b>Estimate Total:</b> |                                       | <b>\$3,000</b>                          |   |

I have attached an Agreement with a page for your signature to execute this contract between the Village of Pawling and LaBella. Please do not hesitate to contact me if you have questions at [jvaughn@labellapc.com](mailto:jvaughn@labellapc.com) and (607) 329-3080.

Respectfully submitted,

**LABELLA ASSOCIATES, D.P.C.**

Jennifer Vaughn  
Civil/Grant Services



October 25, 2022

Schedule A  
Agreement made the day and year first above written between

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

and

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

for services related to the following Project:

**Grant Services – Village Pawling CDBG Grant Application**  
**Dutchess County Community Development Grant Program**

Services to be rendered are described in Agreement No. P2205493 dated October 25, 2022, consisting of the Agreement letter and the Professional Services Agreement form-Schedule "A" ("Agreement").

**The Attached Terms & Conditions Are Acknowledged By Signing Below:**

**LaBella Associates, D.P.C.**

**Village of Pawling**

By:

By:

Title Civil/Grant Specialist

Title \_\_\_\_\_

Date: October 25, 2022

Date \_\_\_\_\_





## Terms and Conditions

**LaBella's Responsibilities:** LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

**Client's Responsibilities:** Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

**Additional Services:** LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

**Assignment:** Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

**Confidentiality:** During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

**Instruments of Service:** All plans, drawings, specifications, calculations, reports and other documents prepared by LaBella as instruments of service are and shall remain the property of LaBella. Client agrees that the re-use of LaBella's instruments of service on any extension of the Project, or on any other project, is prohibited without first obtaining LaBella's written permission and consent.



**Escalation:** In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client. The project budget will be adjusted accordingly.

**Suspension:** Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project, such as for preparation of documents for storage, maintaining space and equipment pending resumption, the orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or hiring new employees because of resumption, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

**Termination:** Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

**Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

**Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

**Disputes:** The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the





parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

**Venue and Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located, and the parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

**Choice of Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

**Consequential Damages:** In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

**Late Fees, Costs and Attorneys' Fees:** An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

**Remedies Cumulative:** The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

**Non-Waiver:** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

**Force Majeure:** Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability:** The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

**Counterparts:** This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Scope of Agreement:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.



except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



October 28, 2022

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

RE: Budget Change Request  
Village of Pawling Umscheid wellfield  
PSCO 15 Adding Electrical MWBE subcontractor Fees to authorized work  
EFC Project number 16714  
Labella Project No. 41848.00

Dear Mayor Taylor and Village Board,

LaBella is submitting this PSCO Request to increase the Basic Service Budget from \$1,065,668.73 to \$1,095,668.73 for Professional Services associated with EFC Project number 16714. This request for a budget increase is needed to cover the costs of LaBella's Electrical Engineering Minority/Women Business sub-contractor, Jade Stone Engineering of Watertown NY. These charges were inadvertently omitted from LaBella's earlier proposals.

The services provided by Jade Stone included the electrical work at the Umscheid Wellhead which was designed to be compatible with the overall water systems control and data reporting strategies. In other words, the future SCADA (Supervisory Control and Data Acquisition) system needed to be thought through in concept so that equipment installed now at the wellhead would be compatible with future systems at Lower Baxter, the existing Baxter WTP and the Village's distribution storage systems. Jade Stone provided the electrical designs for the work under construction at the Umscheid Wellhead.

|   |                |
|---|----------------|
| Current Approved Basic Services Budget        | \$1,065,688.73 |
| Requested Change in Budget for Basic Services | \$1,095,688.73 |
| Total requested increase                      | \$30,000       |



Please feel free to contact me with any questions at [dstone@labellapc.com](mailto:dstone@labellapc.com) or 914-474-2815.

Respectfully submitted,

LaBella Associates

Daniel W. Stone, P.E.

Authorization of PSCO 15 Basic Services Budget Increase:

---

Mayor Lauri Taylor

CC  
Jennifer Osborn  
Joseph Fusillo

---

Date



November 1, 2022

Lauri Taylor  
Mayor, Village of Pawling  
9 Memorial Avenue  
Pawling, NY 12564  
Via email: [Lauritaylor89@gmail.com](mailto:Lauritaylor89@gmail.com)

Re: *TSCO Village of Pawling Aerial Survey mapping*  
*Aerial Mapping of Lakeside Drive (approx. 4,000 LF) and Anderson Way (approx. 1,100 LF)*  
*LaBella Project #2221771.01*

Dear Mayor Taylor:

The LaBella Associates, D.P.C. (LaBella) thank you for the opportunity to present this proposal for Professional Land Surveying Services.

#### Scope of Services

The following represents the Phases that you have requested, and that we believe are necessary to accomplish your desired objectives. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with each Phase.

#### Phase 200 – Aerial Survey Topographic Mapping Services for Lakeside Drive and Anderson Way

**Scope** –LaBella will contract with Bluesky Geospatial, Ltd. to provide topographic mapping for a portion of Lakeside Drive commencing at the intersection of Lakeside Drive and Grandview Avenue and extending westerly and southerly to the intersection of Lakeside Drive and West Main Street as depicted outlined in red on the Project Site Exhibit 1. below. The area of survey shall be approximately 4,000 linear feet in length and shall extend 50 feet from centerline on either side of the road. Additionally, LaBella will contract with Bluesky Geospatial to provide topographic mapping of Anderson Way (formerly known as West Street) commencing at the intersection of West Main Street and Anderson Way and extending in a northerly direction to and including the northerly terminus cul-de-sac of Anderson Way as depicted outlined in red on the Project Site Exhibit 2. below. The area of survey shall be approximately 1,100 linear feet in length and extend 50 feet from the centerline on either side of the road. The basis for the mapping shall be the village wide aerial survey conducted by Bluesky Geospatial Ltd and ground controlled by LaBella surveyors in the Spring of 2022. The contour interval will be 1-foot on NAVD88 vertical datum.



Project Site Exhibit 1.



Project Site Exhibit 2.





**Assumptions & Limitations-** Cost itemized herein are for those Phases specifically mentioned and does not include the following:

- This proposal is for aerial mapping services only. No additional supplemental ground surveying included.
- Boundary survey .
- Wetland delineation, report, and survey.
- Private underground utility mark out.

**Fee and Time Schedule Summary**

| Phases    |  | Proposed Schedules |          |   |
|-----------|--|--------------------|----------|---|
| Phase No. | Phase Description  | Lump Fee           | Sum Bill | Projected Start / End Dates   |
| 200       | Aerial Survey Topographic Mapping Services for Lakeside Drive and Anderson Way | \$6,100            |          | Start: upon authorization<br>End: approximately 6 weeks for authorization |
|           | <b>Total Estimated Cost</b>  | <b>\$6,100</b>     |          |   |

If you would like to proceed with the work outlined in this TSCO proposal, please sign below and return a copy to my attention. Please feel free to contact me at (845) 486-1586 if you have any questions whatsoever. LaBella looks forward to working with you on this project.

Sincerely,

David H. Dippel, PLS  
Survey Manager



AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



Dist 10/26/2022  
Ref # 97.22

# Ti SALES

36 Hudson Road  
Sudbury, MA 01776-2039

800-225-4616  
978-443-2002  
Fax: 978-443-7600  
www.tisales.com

|           |            |
|-----------|------------|
| Quote     | QTE0056969 |
| Quoted To | Christine  |
| Date      | 07/28/2022 |

**Sold To:** Pawling Village  
9 Memorial Ave.  
Pawling NY 12564

**Ship To:** Pawling Village  
9 Memorial Ave.  
Pawling NY 12564

| Customer Number | Telephone  | Fax            | Job Location | Job Name    | Territory Manager |                   |
|-----------------|--|----------------|--------------|-------------|-------------------|-------------------|
| PAWL7           | (845) 855-1122   | (845) 855-9317 | Pawling NY   | Neptune 360 | Dana Patient      |                   |
| Expires         | Estimated Delivery   | Freight        |              | Terms       | Master Number     |                   |
| 11/30/2022      | 8-10 Weeks   | Allowed        |              | NET 30      | 346055            |                   |
| Item Number     | Description  |                |              | Quantity    | Price             | Extension         |
| N360AAMRSETUP   | Neptune 360 Advanced AMR Set-up and Training Fee (One-Time Fee)                                    |                |              | 1           | \$4,527.00        | \$4,527.00        |
|                 | Shipping direct from vendor  |                |              |             |                   |                   |
| N360AAMR1000    | Neptune 360 Advanced Module Annual SaaS Subscription for AMR (501 - 1K Cust) Per Endpoint Per Year |                |              | 875         | \$2.64            | \$2,310.00        |
|                 | Shipping direct from vendor  |                |              |             |                   |                   |
| Quoted By:      |  | Ryan Hourihan  |              |             |                   |                   |
|                 |  |                |              |             | Subtotal          | \$6,837.00        |
|                 |  |                |              |             | Other Charges     | \$0.00            |
|                 |  |                |              |             | Tax               | \$0.00            |
|                 |  |                |              |             | <b>TOTAL DUE</b>  | <b>\$6,837.00</b> |

Visit our website @ [www.tisales.com](http://www.tisales.com)

*If you are in agreement with this quote and wish to order, please sign, date, and fax back to 978-443-7600 or email us at [orders@tisales.com](mailto:orders@tisales.com)*

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

# Neptune<sup>®</sup> 360<sup>™</sup> Data Management Platform

A Product of Neptune Technology Group



36 Hudson Rd  
Sudbury MA 01776



800-225-4616  
[www.tisales.com](http://www.tisales.com)



**NEPTUNE**  
TECHNOLOGY GROUP



## Turn Information into Action

Data is just data unless you can use it effectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune<sup>®</sup> 360<sup>™</sup> data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all — empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

## Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



### Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.



### A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.



## Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering

collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



### An Application that Grows as You Grow

From simple meter reading today to reading to an IRI network tomorrow, the same software platform sustains. Apply trend analysis in rate structure planning and usage analytics. The modular-based platform makes it easy to turn on new features as your needs evolve, allowing you to add data to create a vision for tomorrow.



### Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operations.



# NEPTUNE<sup>360</sup>

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

**METERS MATTER**  
Stream critical actionable data right into Neptune<sup>360</sup>.



**WALK-BY DATA**  
Sync collected data easily.



**FUTURE PROOF AMI**  
Connect AMI network data.



**MOBILE**  
Incorporate mobile data collection.



**BRING YOUR OWN DEVICE**  
Eliminate specialized devices and communicate efficiently.



**THIRD PARTY SOFTWARE**  
Link data with third party applications (such as CIS and ESRI).



**CUSTOMER RELATIONSHIPS**  
Streamline utility data management and provide exceptional customer service.



- + ACT QUICKLY
- + PLAN FOR THE FUTURE
- + MANAGE GROWTH



## Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

## Specifications

### Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

### Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

## Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



# 96

days of hourly  
historical  
consumption



Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.



Neptune Technology Group  
1600 Alabama Highway 229  
Tallahassee, AL 36078  
800-633-8754 | 334-283-7293



36 Hudson Rd  
Sudbury MA 01776



800-225-4616  
www.tisales.com

# VAN DeWATER AND VAN DeWATER, LLP

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Edward vK Cunningham, Jr. (1935-2018)  
Ronald C. Blass, Jr. (1951-2018)

John K. Gifford  
James E. Nelson  
Jeffrey S. Battistoni  
Counsel

October 12, 2022

## Via Email:

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

Re: **Engagement Agreement – 2023 Conflict Counsel**

Dear Mayor Taylor and Trustees,

This letter sets forth the terms and conditions under which Van DeWater & Van DeWater, LLP, is engaged by the Village of Pawling ("Village"). The scope of services are to provide legal services to the Village as conflict counsel.

We believe a letter of engagement advances our mutual interest of arriving at a clear understanding concerning the nature of our representation and the manner in which we will be compensated. Further, we are required by court rule to provide our clients with a written retainer agreement explaining, among other things, the manner in which fees and expenses will be billed.

We will bill the Village for our legal services on an hourly basis, typically in increments of one-tenth of an hour. We provide itemized statements on a monthly basis accompanied by an appropriate Voucher. Our fees are due from the Village even if the Village has an escrow account system for being reimbursed by an applicant or other party who deposits an escrow with the Village. We trust that the appropriate Village official will review the Vouchers and itemized statements when received and will contact us with any concerns of questions about them. We further understand that Vouchers will be presented to the Village at the next available Trustee meeting and will be paid after approval of the Voucher.



Commencing January 1, 2023, attorneys who work on behalf of the Village will bill at the rate of \$325.00 per hour. If the efficient management of the work would be advanced by the involvement of paralegals or legal assistants, we will bill for their time at the rate of \$165.00 per hour.

In addition to our legal fees, we will be reimbursed for any expenses which are reasonably and necessarily incurred by the firm as a result of our engagement. These expenses typically include long distance telephone charges, photocopy expense, travel expenses, filing fees, fees for transcripts, witness fees, other litigation expenses and the like.

We will bill for our legal fees and disbursements on a monthly basis. Payment is due within 30 days.

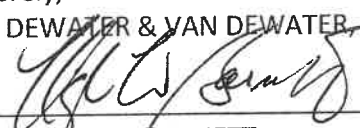
Under New York State law, clients have the right to arbitrate fee disputes in civil matters for amounts of at least \$1,000 but less than \$50,000. Members of an arbitration panel are impartial and will be familiar with the area of law in dispute. You should know that the outcome of arbitration is final and binding on all parties.

At the conclusion of this matter, we will retain your legal files for a period of seven years after we close your file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions about this letter or the services we provide for you, we encourage you to call or write. If you have any questions about any of our invoices, please call as soon as you receive the statement. If we have not heard from you within 30 days of the date of the invoice, we will assume that you have reviewed it and find it acceptable, and we will expect payment in a timely manner.

Thank you for your interest in retaining my firm. I look forward to working with you.

Sincerely,  
VAN DEWATER & VAN DEWATER, LLP

By:   
KYLE W. BARNETT

KWB/jbo

The undersigned hereby accept the terms and conditions set forth herein.

VILLAGE OF PAWLING

\_\_\_\_\_  
Lauri Taylor, Mayor

Dated: \_\_\_\_\_



# PAWLING FIRE DISTRICT

## Board of Fire Commissioners

P. O. BOX 464

PAWLING, NEW YORK 12564

October 5, 2022

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

Dear Ms. Taylor,

I am writing on behalf of the Fire District Commissioners; Glenn Carey'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, 2023. 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 you time and consideration in this matter.

Sincerely,

Sharon Turner  
Secretary / Treasurer

**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 10.14.2022 (application must be filed at least 60 days prior to the event)

Name of Entity "Applicant" requesting permission Progressive Pawling  
 Contact Person Jennifer Tiso-Saganey Connection with the event Member  
 Address 15 Fairway Drive, Pawling NY 12564  
 Phone 860-402-5553  
 Email jtisoganey@gmail.com

Event Date 6.25.23 Event Time and Duration 11AM-2PM  
 Event Purpose PRIDE  
 The purpose of the requesting entity  for-profit  non-profit  political  other \_\_\_\_\_

Expected number of participants 100 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 TBD (speakers)

Will food or beverages be served?  Yes  No. If so describe cookies + water  
 Food vendors must have all applicable health department permits.

NOTE: no alcoholic beverages may be consumed on the Village Green or other public areas without specific approval of the Village Board of Trustees.

Please describe any other activities taking place during the event speakers, music, dancing, face painting, sand art, crafts.

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

NOTE: permission must be obtained from the Village to use public power sources - \$20 fee  we will need village power source

Will there be signage used?  Yes  No. If so, describe form and content Pawling Pride Flyers

What provisions will be made to handle litter or refuse resulting from the event?  
we will collect litter and dispose it.

What provisions will be made to handle proper sanitation for the event?  
Hand sanitizer

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

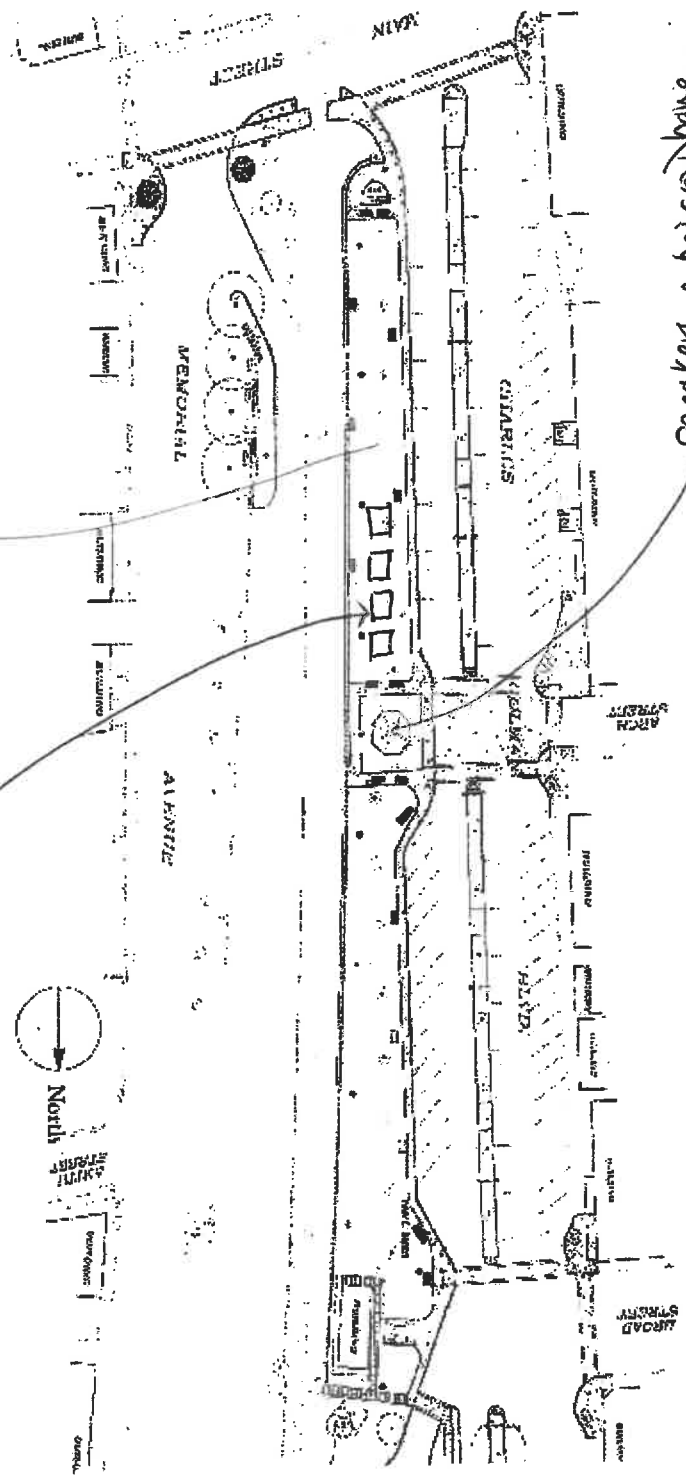
**The Village Board grants permission for the above named Entity to hold the above named Event on the above named Date.**

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.

portable chairs  
blankets to sit.  
for attendees

Tents for shade  
rooms for crafts



Speakers & microphone

EXHIBIT 4 - Air Plan of the Village Green

## Treasurer's Report September 1, 2022 – September 30, 2022

|                                   |                            |                   |
|-----------------------------------|----------------------------|-------------------|
| August 31, 2022                   |                            |                   |
| Checking                          | \$120.88                   |                   |
| Money Market                      | \$5,284.29                 |                   |
|                                   | <b>Total</b>               | <b>\$5,405.17</b> |
| <b>Receipts</b>                   |                            |                   |
| Permit Fees                       | 993.77                     |                   |
| Interest earned                   |                            |                   |
|                                   | <b>Total Receipts</b>      | <b>\$993.77</b>   |
| <b>Disbursements:</b>             |                            |                   |
|                                   |                            |                   |
|                                   |                            |                   |
|                                   | <b>Total Disbursements</b> | <b>\$</b>         |
| Cash Balance – September 30, 2022 |                            |                   |
| Location of Funds –               |                            |                   |
| Checking                          |                            | \$120.88          |
| Money Market                      |                            | \$6,278.06        |
|                                   | <b>Total</b>               | <b>\$6,398.94</b> |

|   |                    |
|---|--------------------|
| <b>Metro North Operating Exp Cash Balance 8/31/2022</b>     | <b>\$13,071.34</b> |
| <b>Plus Interest Earned</b>                                 | <b>\$1.08</b>      |
| <b>Metro North Operating Expense Cash Balance 9/30/2022</b> | <b>\$13,072.42</b> |
|   |                    |
| <b>Metro North Cap. Rsv Cash Balance 8/31/2022</b>          | <b>\$26,679.62</b> |
| <b>Metro North Cap. Rsv Cash Bal 9/30/2022</b>              | <b>\$26,679.62</b> |
|   |                    |
| <b>Metro North Merchant Account 8/31/2022</b>               | <b>\$13,513.51</b> |
| <b>Sept. 2022 – Deposits</b>                                | <b>\$400.70</b>    |
| <b>Sept. 2022 - Merchant Svcs Charge</b>                    | <b>-\$117.67</b>   |
| <b>Metro North Account Balance 9/30/2022</b>                | <b>\$13,796.54</b> |