

DATE OF MEETING: June 6, 2022

PLACE OF MEETING: Village Hall, Pawling, New York

MEMBERS PRESENT: Mayor Lauri Taylor
Trustee Dan Peters
Trustee Jerry Locascio
Trustee Tom Meyer

The meeting was called to order at 7:00 P.M. with the Pledge of Allegiance.

MOTION by Trustee Peters to open the Public Hearing on Local Law No. 4 of 2022 a local law confirming that the document entitled "May 1994 Comprehensive Plan" is the Comprehensive Plan that was enacted by the Village Board and filed with the Secretary of State on March 24, 1995 at 7:03 P.M. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

There was no Public Comment.

MOTION by Trustee Locascio to close the Public Hearing on Local Law No. 4 of 2022 a local law confirming that the document entitled "May 1994 Comprehensive Plan" is the Comprehensive Plan that was enacted by the Village Board and filed with the Secretary of State on March 24, 1995 at 7:03 P.M. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to open the Public Hearing on Local Law No 6 of 2022 to amend required square footage at 7:03 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

There was no Public Comment.

MOTION by Trustee Peters to close the Public Hearing on Local Law No 6 of 2022 to amend required square footage at 7:04 P.M. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to open the Public Hearing on Local Law No. 7 of 2022 to repeal Chapter 58 of the Code of the Village of Pawling and adopt Chapter 58-A entitled "Peddling and Soliciting" at 7:04 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

Mr. Willie Needham asked since it was being repealed was it being brought back and changed around or was it being taken off... Mr. Daniels, a village attorney, said it was a new law to beef up some of the requirements. Mayor Taylor said it was basically a revision. Mr. Needham stated that what was already posted in the last meeting's minutes was still there. Mayor Taylor said yes – that was the introduction and this is the public hearing. Mr. Daniels said it was an update to add some of the newer protections for peddlers and some of the restrictions to avoid... Mr. Needham stated that what was already out there was what the repealed law would be replaced with. Mr. Daniels said that was correct. There was no further public comment.

MOTION by Trustee Peters to close the Public Hearing on Local Law No. 7 of 2022 to repeal Chapter 58 of the Code of the Village of Pawling and adopt Chapter 58-A entitled "Peddling and Soliciting" at 7:05 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to adopt Local Laws No. 4, 6 and 7. **SECONDED** by Trustee Meyer. There was no discussion. The Board of Trustees voting as follows:

| | |
|-------------------------|--------|
| Mayor Lauri Taylor | Aye |
| Trustee Daniel Peters | Aye |
| Trustee John Burweger | Absent |
| Trustee Gerald Locascio | Aye |
| Trustee Thomas Meyer | Aye. |

Local Law No. 4 of 2022, entitled “Confirmation of the correct comprehensive plan for the Village of Pawling.”

WHEREAS, at the Board of Trustees meeting held on May 16, 2022, Local Law No. 4 of 2022 was introduced and the Board set the public hearing on this Local Law for June 6, 2022.

WHEREAS, a duly noticed public hearing was held on June 6, 2022 and interested parties were provided an opportunity to be heard;

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

Purpose

The purpose of this law is to confirm the correct version of the comprehensive plan for the Village of Pawling for all purposes.

Background

In December of 1994, the Village adopted a comprehensive plan pursuant to Village Law 7-722 by enacting Local Law No. 4 for the year 1994 (the “Adopted Plan”). The Adopted Plan was filed as a local law with the New York Secretary of State’s office on March 24, 1995. The Adopted Plan was signed by the Village Attorney and the Village Clerk and became effective upon its filing with the New York Secretary of State on March 24, 1995 pursuant to Municipal Home Rule Law § 27, which provides that a local law becomes effective upon its filing with the New York Secretary of State. The Adopted Plan contains a certification from the former Village Clerk, Cheryl Harrington as follows: “I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript thereof and the whole of such original local law and was finally adopted in the manner indicated in paragraph 1 above.” The Adopted Plan also contains the certification by Village Attorney David Daniels that “the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.” The Draft Plan does not contain either of these certifications.

NOW, THEREFORE,

1. A copy of the Adopted Plan is attached to and made a part of this local law as Exhibit “A”.
2. The Adopted Plan, as amended from time to time, is hereby confirmed to be the comprehensive plan for the Village of Pawling, having been adopted by the Board of Trustees of the Village of Pawling as Local Law No. 4 of 1994 and having become effective on March 24, 1995, the date it was filed with the New York Secretary of State.
3. Any reference to the comprehensive plan in Chapter 98, Zoning Law of the Village of Pawling, shall be deemed to refer to the Adopted Plan, as amended.

4. In accord with Municipal Home Rule Law §27(3), this local law shall be effective as of the date that it is filed with the Secretary of State.

Local Law No 5 for the year 2022 to reduce the maximum square footage of structures not requiring a building permit.

WHEREAS, at the Board of Trustees meeting held on May 16, 2022, Local Law No. 5 of 2022 was introduced and the Board set the public hearing on this Local Law for June 6, 2022.

WHEREAS, a duly noticed public hearing was held on June 6, 2022 and interested parties were provided an opportunity to be heard;

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

Section 1. Statement of Purpose and Intent. In order to promote public health, safety and welfare, the board of trustees finds that the maximum gross square footage limit for floor areas of one story detached structures for which no building permit is required should be reduced from 144 square feet to 100 square feet. This local law is also intended to correct a typographical error in the name of Local Law No 2 for 2022.

Section 2. Section 10-6(C)(1) of Chapter 10-A "Building Code Administration and Enforcement Procedures for Buildings and Zoning" is hereby amended to read as follows:

"Construction or installation of one story detached Structures associated with one or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 100 square feet (9.29 square meters);"

Section 3. Local Law No. 2 for 2022 shall be known as "Chapter 10-A Building Code Administration and Enforcement Procedures for Buildings and Zoning" and any other contrary references to the name of such local law therein or in the resolution adopting same shall be amended to read: "Chapter 10-A Building Code Administration and Enforcement Procedures for Buildings and Zoning"

Section 4. This local law shall take effect immediately upon filing with the New York State Department of State.

Local Law No. 6 for the year 2022 to repeal Chapter 58 of the Code of the Village of Pawling entitled "Peddling and Soliciting" and adopting Chapter 58-A of the Code of the Village of Pawling entitled "Peddling and Soliciting"

WHEREAS, at the Board of Trustees meeting held on May 16, 2022, Local Law No. 6 of 2022 was introduced and the Board set the public hearing on this Local Law for June 6, 2022.

WHEREAS, a duly noticed public hearing was held on June 6, 2022 and interested parties were provided an opportunity to be heard;

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

Chapter 58-A
Peddling and Soliciting
Article I
General Provisions

§58-1. Purpose.

The purpose of this article shall be to improve and promote the health, safety and general welfare of the community, and the preservation and protection of the property of the Village and its inhabitants, by declaring and enforcing certain regulations and restrictions pertaining to Peddling and Soliciting.

§58-2. Definitions.

As used in this Chapter the following terms shall have the meanings indicated:

APPLICANT

Any natural person who applies for and/or has been issued a Permit.

BOARD

The Board of Trustees of the Village.

CHAPTER

This Chapter 58-A of the Village Code.

CLERK

The Village Clerk for the Village.

DISABLED VETERAN

Any honorably discharged member of the armed forces of the United States who (1) was honorably discharged from such service, or (2) has a qualifying condition, as defined in section three hundred fifty of the executive law, and has received a discharge other than bad conduct or dishonorable from such service, or (3) is a discharged LGBT veteran, as defined in section three hundred fifty of the executive law, and has received a discharge other than bad conduct or dishonorable from such service, and who is physically disabled as a result of injuries received while in the service of said armed forces.

DUTCHESS COUNTY VETERAN'S LICENSE.

A license issued by the Dutchess County Clerk to a former member of the armed forces who has qualified for such license pursuant to NY General Business Law §32.

ENTITY APPLICANT

As defined § 58-4(C)

ENTITY REPRESENTATIVE

As defined in § 58-4(C)

MAYOR

The Mayor of the Village

PEDDLER

Any person who shall engage in Peddling as herein defined.

PEDDLING

The selling or offering for sale of any goods, wares or merchandise for immediate delivery, which the person selling or offering for sale carries with him in traveling or has in his possession or control, upon any of the streets, roads or highways or from house to house within the Village.

PERMIT

A Permit issued pursuant to this Chapter

PERMIT TERM

The time period beginning on the date a Permit issued pursuant to this Chapter and ending on the expiration date or earlier revocation of such Permit, as the case may be.

PERSON

Any natural person, association, partnership, firm or corporation.

SOLICITING

The seeking or taking of contracts or orders for any goods, wares or merchandise for future delivery upon any of the streets, roads or highways or from house to house within the Village.

SOLICITOR

Any person who shall engage in Soliciting as hereinabove defined.

TEMPORARY RESTRICTED AREA

As defined in §98-6.

VILLAGE OFFICIAL

The Mayor or any official of the Village designated by the Mayor from time to time to perform any duty or take any action under this Chapter 58.

VILLAGE

The Village of Pawling

501(c) ORGANIZATION

As defined in §58-3

§58-3. Permit Required.

- A. Except as otherwise expressly provided herein no Person shall engage in Soliciting or Peddling within the Village without procuring a Permit from the Village Clerk.

- B. A Disabled Veteran who is the holder of a current Dutchess County Veteran's License shall not be required to obtain a Permit for any Peddling or Soliciting in any street, avenue, alley, lane or park in the Village which is conducted without the use of any vehicle other than a hand driven vehicle.
- C. The provisions of this Chapter shall not apply to:
 - a. any vendor participating in a farmer's market organized and operated by a not for profit corporation which has received approval from the Board to operate within the Village.
 - b. any individual under the age of eighteen (18) years old engaged in Peddling and/or Soliciting within the Village exclusively on behalf of (i) an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization") (ii) a club or other organization affiliated with a public school.

§58-4. Application.

- A. No Permit shall be issued until an application has first been filed with the Village Clerk by the Person seeking the same.
- B. The application for a Permit shall require the applicant to set forth his name, address, his sex, his age; the type or types of article, device, subscription, contribution, service or contract which he desires to sell or for which he desires to solicit within the Village; the name and address of the applicant's employer or sponsor, if any; the length of time for which he wishes the Permit to be issued, not exceeding 60 days; the type of vehicle he uses, if any, and its registration number; two full faced photographs of the applicant taken within the 30 day period immediately preceding the date of the application and measuring at least 2 x 2 inches; if the application is for a license to handle food in any form, a valid permit issued by the Dutchess County Health Department indicating compliance with the provisions of the Dutchess County Public Health Regulations; if the application involves the use of a vehicle, proof that the applicant holds a valid New York State driver's license; proof that the applicant holds a New York State sales tax certificate of authority, including the applicant's sales tax identification number;
- C. If the applicant is not a natural person ("Entity Applicant"), then the applicant must designate a single individual who will be entitled to utilize the Permit during the Permit term ("Entity Representative") and such Entity Representative and Entity Applicant shall be required to meet all requirements and conditions imposed upon an individual applicant hereunder in connection with application for and utilization of a Permit. Such Permit shall be issued in the name of both the Entity Representative and the Entity Application and the Entity Representative and Entity Applicant shall be jointly and severally liable to the Village for any costs, claims, damages, suits liabilities and expenses, including reasonable attorneys fees, for which an applicant may be responsible hereunder.
- D. Each applicant must obtain and provide the Village with a current suppressed criminal history record by submitting the applicant's fingerprints to the Division of Criminal Justice Services (DCJS) in the form and manner as prescribed by DCJS. See, <https://www.criminaljustice.ny.gov/ojis/recordreview.htm>
- E. Such application shall be referred to the Mayor of the Village or other Village Official for

review and approval or disapproval. Such Village Official shall review the criminal history record information (CHRI) disseminated by DCJS in connection with the applicant's criminal background and investigation.

- F. An applicant shall be disqualified from being issued a Permit if the applicant has been convicted of one or more criminal offenses and the Village Official determines, that either: (1) there is a direct relationship between one or more of the previous criminal offenses and the issuance of the Permit or (2) the issuance of the Permit would involve a unreasonable risk to property or to the safety or welfare of specific individuals or the general public. In making such determination the Village Official shall consider the factors specified in NY Corrections Law §753.
- G. An applicant who is not disqualified pursuant to this §58-4, and who meets all other terms and conditions specified in this Chapter, shall be issued a Permit.
- H. The Mayor and/or the Board shall have the right to from time to time modify or waive the application and other requirements set forth in this Chapter, in whole or in part, for applicants engaged in Peddling and/or Soliciting within the Village exclusively on behalf of an organization which is (i) exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization"), (ii) a public school, or (iii) a municipal agency or entity.

§58-5. Fees; Bond.

- A. Except as expressly provided herein, no Permit shall be issued under this Chapter unless and until the applicant has complied with each of the following conditions:
 - a. The applicant has paid a fee to the Village in the amount of \$200. The amount of such fee may be increased or decreased from time to time by resolution of the Board.
 - b. The applicant has provided a bond approved by the Village Attorney in form and surety in the amount of \$5,000 to secure the Village from and against any and all losses, costs, claims, suits, damages, liabilities and expenses, including reasonable attorney's fees arising from any violation by the applicant of this Chapter or any other local, state or federal law pertaining to the Permit. This provision shall not be deemed to limit the liability of an applicant to the Village or any third party pursuant to any provision of this Chapter, at law or in equity.
- B. The Board shall have the right to amend any one or more of the following from time to time by resolution of the Board:
 - a. The amount of fees payable by applicants hereunder;
 - b. The amount of the bond required to be posted by applicant.
- C. The following applicants shall not be required to pay the fee or post the bond otherwise required under this §58-5:
 - a. An applicant who is engaged in Peddling and/or Soliciting within the Village exclusively on behalf of (i) an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization") or (ii) a public school (including without limitation any public school sponsored or affiliated activity);

- b. An applicant who is a former member of the armed services who at the time of applicant for the Permit is qualified for and holds a current Dutchess County Veteran's License.

§58-6. Permit Conditions.

- A. A Permit issued hereunder shall only be valid all days between 9:00 a.m. and sundown from the date of issuance for a period of 60 days thereafter.
- B. A Permit shall apply only to a single applicant and such Permit shall not be transferable to any other person.
- C. Each applicant who has been issued a Permit shall at all times while engaged in Soliciting and Peddling within the Village, carry the Permit upon his person and shall exhibit the same upon request to all persons solicited and to any sheriff or other police officer then located within the Village.
- D. No applicant shall use a motor vehicle to engage in Soliciting or Peddling in the Village in a manner that would violate any parking or standing laws or regulations or that would create traffic congestion or otherwise interfere with the public access to, safe passage through, or use of any Village sidewalk or street.
- E. No applicant shall use any vehicle for Soliciting or Peddling other than a vehicle listed on his Permit application.
- F. No applicant shall engage in Soliciting or Peddling:
 - a. Within 20 feet of any entryway to a business or private residence without the written consent of the owner of the applicable residence or business; or
 - b. Within 100 feet of any Temporary Restricted Area while it is being used for an event or activity which (i) has been approved by resolution of the Board and (ii) is sponsored by a 501(c) organization or a club or other organization affiliated with a public school; provided, however, that that such prohibition shall not apply to any applicant who is Peddling or Soliciting within the Temporary Restricted Area on behalf of such 501(c) organization, club or other organization affiliated with a public school, as the case may be. "Temporary Restricted Area" means a street sidewalk and/or other outdoor area within the Village which in the aggregate does not occupy more than 10,000 square feet.
- G. No person engaged in Soliciting or Peddling shall make noise through the use of any loudspeaker, horn or any other amplification device or engage in any other activity which disturbs the peace.
- H. The Board shall have the right from time to time, acting by resolution, to further restrict the location and days and hours of operation of any applicant holding a Permit if the Board first finds that such restriction is reasonable and necessary in order to avoid (i) unsafe or unhealthy congestion of persons and/or vehicles in Village streets, sidewalks or other public or private areas, and/or (ii) interference with the safe passage of pedestrians and/or vehicles through any or streets or sidewalks within the Village.

§58-7. Village Clerk records.

The Village Clerk shall keep a record listing the names and numbers of persons to whom Permits have been issued, the date of issuance thereof and the expiration date of each Permit.

§58-8. Prohibited conduct.

No applicant shall enter a private residence or place of business in the Village for the purpose of Peddling or Soliciting after the owner or occupant thereof shall have requested the applicant to leave, or if the residence or place of business is displaying a sign stating "no soliciting" or words of similar effect.

§58-9. Penalties for offenses.

Any person who shall violate any of the provisions of this article shall, upon conviction thereof, be guilty of an offense and shall be required to purchase a license as provided herein and shall be sentenced to pay a fine not to exceed \$250 or imprisonment not to exceed 30 days, or both, for each and every offense.

§58-10. Revocation and Suspension.

A Permit may be denied, suspended or revoked upon a recommendation of a Village Official and approval of such recommendation by the Board, after giving the applicant at least ten (10) days notice and opportunity to be heard before the Board, no such denial, suspension or revocation shall be made without the Board's determination that "Good Cause" exists for such denial, suspension or revocation. Each of the following shall be deemed "Good Cause":

1. The applicant violates one or more terms and conditions applicable to the Permit;
2. The applicant has committed one or more crimes prior to or during the Permit Term and the Board finds that: (1) there is a direct relationship between one or more such crimes and the activities engaged in by the applicant pursuant to the Permit or (2) the applicant's activities related to the Permit would involve a unreasonable risk to property or to the safety or welfare of specific individuals or the general public;
3. The applicant engaged in fraud or bribery in securing the Permit;
4. The applicant is determined to have made one or more false statements as to a material matter in any application for a Permit or other statement required by or pursuant to this Chapter.

Any finding by the Board as provided in this Chapter shall not be overturned absent a finding that such finding was arbitrary and capricious and made without sound basis in reason or regard to the facts.

§58-11. Penalties.

Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation, punishable by a fine of at least fifty dollars (\$50.), but not exceeding two hundred fifty dollars (\$250.), or by imprisonment for a term not exceeding fifteen (15) days, or by both such fine and imprisonment. The continuation of an offense against the provisions of this Chapter shall constitute, for each day the offense is continued, a separate and distinct violation hereunder.

§58-12. Repeal of Chapter 58.

Chapter 58 of the Code of the Village of Pawling entitled "Peddling and Soliciting" is hereby repealed in its entirety.

§58-13. When effective.

In accord with Municipal Home Rule Law §27(3), this Chapter shall be effective as of the date that it is filed with the Secretary of State.

***The Clerk stated that due to clerical issues the Local Laws noticed as 6 and 7 would become

5 and 6.***

MOTION by Trustee Peters to approve the MS4 Annual Report. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

Mr. Dan Stone, a representative of LaBella, stated they solicited quotes to pre-purchase a 6 inch High Density Polyethylene Pipe, the well pumps and motors that will go in the second Umscheid well. He recommended the Board purchase the items now and supply them to the future low bidder for labor and materials. He reported there is a significant order delay and if the Board waited until they award the bid and have the contractor supply the materials the project would probably not make the time frame which the permit allows the village to install the material. He explained the 6 inch pipe is for the future lower Baxter site and would be installed at the same time with the same contractor that bids the installation of the two 3 inch pipes thereby saving the village mobilization and de-mobilization costs.

MOTION by Trustee Peters to approve the recommendation from LaBella for pre-purchase of materials for the Umscheid project (see attached). **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the LaBella CFA grant proposal for \$100,000 towards the review and update of the Comprehensive Plan (see attached). **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the proposal submitted from Municipal Solutions for a water rate study (dated March 8, 2022). **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Locascio to approve the FBS Parking Enforcement Management Services Agreement (see attached). **SECONDED** by Trustee Peters. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the Letter of Agreement for Architectural Services with Robert Orr. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve new wiring for well head #1 at the original Baxter well # 1 for the existing water supply. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

Mayor Taylor said there was a water leak on the lower level of the Village Hall. Trustee Peters said it was suggested that 3 water meters be installed during the repairs. Trustee Peters recommended tabling the topic until new proposals can be received. The topic was tabled.

MOTION by Trustee Peters to approve the Village Green and Public Assembly Events Permit Application for the Chamber of Commerce Car Show to be held on June 12, 2022 and the Garage Sale to be held on September 10, 2022. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the Village Green and Public Assembly Events Permit Application for St. John the Evangelist to hold a procession on June 19, 2022 (pending receipt of insurance). **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the Village Green and Public Assembly Events Permit Application for Progressive Pawling to hold a Pride Picnic on June 25, 2022 (pending receipt of insurance). **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the Village Green and Public Assembly Events Permit Application for Small Town Potential, Inc. to film on June 15, 2022. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to consent to the Village Planning Board serving as Lead Agency on the 21 West Main Street Renovation (Site Plan Application). **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to consent to the Village Planning Board serving as Lead Agency on the Pawling Free Library (Site Plan Application). **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to approve the Metro North Treasurer's Report for April 2022. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

Mr. Daniels said the Board needed to do SEQR for the 2 local laws adopted earlier. He said the Board needed to declare them all Type II actions.

MOTION by Trustee Peters to do SEQR on the three laws the Board approved that evening declaring them all Type II actions. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

Mr. Daniels said the local laws needed to be reapproved since SEQR needed to be done first.

MOTION by Trustee Peters to approve Local Laws Number 4, 5 and 6. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

Local Law No. 4 of 2022, entitled "Confirmation of the correct comprehensive plan for the Village of Pawling."

WHEREAS, at the Board of Trustees meeting held on May 16, 2022, Local Law No. 4 of 2022 was introduced and the Board set the public hearing on this Local Law for June 6, 2022.

WHEREAS, a duly noticed public hearing was held on June 6, 2022 and interested parties were provided an opportunity to be heard;

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

Purpose

The purpose of this law is to confirm the correct version of the comprehensive plan for the Village of Pawling for all purposes.

Background

In December of 1994, the Village adopted a comprehensive plan pursuant to Village Law 7-722 by enacting Local Law No. 4 for the year 1994 (the "Adopted Plan"). The Adopted Plan was filed as a local law with the New York Secretary of State's office on March 24, 1995. The Adopted Plan was signed by the Village Attorney and the Village Clerk and became effective upon its filing with the New York Secretary of State on March 24, 1995 pursuant to Municipal Home Rule Law § 27, which provides that a local law becomes effective upon its filing with the New York Secretary of State. The Adopted Plan contains a certification from the former Village Clerk, Cheryl Harrington as follows: "I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript thereof and the whole of such original local law and was finally adopted in the manner indicated in paragraph 1 above." The Adopted Plan also contains the certification by Village Attorney David Daniels that "the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto." The Draft Plan does not contain either of these certifications.

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5. A copy of the Adopted Plan is attached to and made a part of this local law as Exhibit "A".
6. The Adopted Plan, as amended from time to time, is hereby confirmed to be the comprehensive plan for the Village of Pawling, having been adopted by the Board of Trustees of the Village of Pawling as Local Law No. 4 of 1994 and having become effective on March 24, 1995, the date it was filed with the New York Secretary of State.
7. Any reference to the comprehensive plan in Chapter 98, Zoning Law of the Village of Pawling, shall be deemed to refer to the Adopted Plan, as amended.
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Section 2. Section 10-6(C)(1) of Chapter 10-A "Building Code Administration and Enforcement Procedures for Buildings and Zoning" is hereby amended to read as follows:

"Construction or installation of one story detached Structures associated with one or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 100 square feet (9.29 square meters);"

Section 3. Local Law No. 2 for 2022 shall be known as “Chapter 10-A Building Code Administration and Enforcement Procedures for Buildings and Zoning” and any other contrary references to the name of such local law therein or in the resolution adopting same shall be amended to read: “Chapter 10-A Building Code Administration and Enforcement Procedures for Buildings and Zoning”

Section 4. This local law shall take effect immediately upon filing with the New York State Department of State.

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The Village Clerk for the Village.

DISABLED VETERAN

Any honorably discharged member of the armed forces of the United States who (1) was honorably discharged from such service, or (2) has a qualifying condition, as defined in section three hundred fifty of the executive law, and has received a discharge other than bad conduct or dishonorable from such service, or (3) is a discharged LGBT veteran, as defined in section three hundred fifty of the executive law, and has received a discharge other than bad conduct or dishonorable from such service, and who is physically disabled as a result of injuries received while in the service of said armed forces.

DUTCHESS COUNTY VETERAN'S LICENSE.

A license issued by the Dutchess County Clerk to a former member of the armed forces who has qualified for such license pursuant to NY General Business Law §32.

ENTITY APPLICANT

As defined § 58-4(C)

ENTITY REPRESENTATIVE

As defined in § 58-4(C)

MAYOR

The Mayor of the Village

PEDDLER

Any person who shall engage in Peddling as herein defined.

PEDDLING

The selling or offering for sale of any goods, wares or merchandise for immediate delivery, which the person selling or offering for sale carries with him in traveling or has in his possession or control, upon any of the streets, roads or highways or from house to house within the Village.

PERMIT

A Permit issued pursuant to this Chapter

PERMIT TERM

The time period beginning on the date a Permit issued pursuant to this Chapter and ending on the expiration date or earlier revocation of such Permit, as the case may be.

PERSON

Any natural person, association, partnership, firm or corporation.

SOLICITING

The seeking or taking of contracts or orders for any goods, wares or merchandise for future delivery upon any of the streets, roads or highways or from house to house within the Village.

SOLICITOR

Any person who shall engage in Soliciting as hereinabove defined.

TEMPORARY RESTRICTED AREA

As defined in §98-6.

VILLAGE OFFICIAL

The Mayor or any official of the Village designated by the Mayor from time to time to perform any duty or take any action under this Chapter 58.

VILLAGE

The Village of Pawling

501(c) ORGANIZATION

As defined in §58-3

§58-3. Permit Required.

- D. Except as otherwise expressly provided herein no Person shall engage in Soliciting or Peddling within the Village without procuring a Permit from the Village Clerk.
- E. A Disabled Veteran who is the holder of a current Dutchess County Veteran's License shall not be required to obtain a Permit for any Peddling or Soliciting in any street, avenue, alley, lane or park in the Village which is conducted without the use of any vehicle other than a hand driven vehicle.
- F. The provisions of this Chapter shall not apply to:
 - a. any vendor participating in a farmer's market organized and operated by a not for profit corporation which has received approval from the Board to operate within the Village.
 - b. any individual under the age of eighteen (18) years old engaged in Peddling and/or Soliciting within the Village exclusively on behalf of (i) an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization") (ii) a club or other organization affiliated with a public school.

§58-4. Application.

- I. No Permit shall be issued until an application has first been filed with the Village Clerk by the Person seeking the same.
- J. The application for a Permit shall require the applicant to set forth his name, address, his sex, his age; the type or types of article, device, subscription, contribution, service or contract which he desires to sell or for which he desires to solicit within the Village; the name and address of the applicant's employer or sponsor, if any; the length of time for which he wishes the Permit to be issued, not exceeding 60 days; the type of vehicle he uses, if any, and its registration number; two full faced photographs of the applicant taken within the 30 day period immediately preceding the date of the application and

measuring at least 2 x 2 inches; if the application is for a license to handle food in any form, a valid permit issued by the Dutchess County Health Department indicating compliance with the provisions of the Dutchess County Public Health Regulations; if the application involves the use of a vehicle, proof that the applicant holds a valid New York State driver's license; proof that the applicant holds a New York State sales tax certificate of authority, including the applicant's sales tax identification number;

- K. If the applicant is not a natural person ("Entity Applicant"), then the applicant must designate a single individual who will be entitled to utilize the Permit during the Permit term ("Entity Representative") and such Entity Representative and Entity Applicant shall be required to meet all requirements and conditions imposed upon an individual applicant hereunder in connection with application for and utilization of a Permit. Such Permit shall be issued in the name of both the Entity Representative and the Entity Applicant and the Entity Representative and Entity Applicant shall be jointly and severally liable to the Village for any costs, claims, damages, suits liabilities and expenses, including reasonable attorneys fees, for which an applicant may be responsible hereunder.
- L. Each applicant must obtain and provide the Village with a current suppressed criminal history record by submitting the applicant's fingerprints to the Division of Criminal Justice Services (DCJS) in the form and manner as prescribed by DCJS. See, <https://www.criminaljustice.ny.gov/ojis/recordreview.htm>
- M. Such application shall be referred to the Mayor of the Village or other Village Official for review and approval or disapproval. Such Village Official shall review the criminal history record information (CHRI) disseminated by DCJS in connection with the applicant's criminal background and investigation.
- N. An applicant shall be disqualified from being issued a Permit if the applicant has been convicted of one or more criminal offenses and the Village Official determines, that either: (1) there is a direct relationship between one or more of the previous criminal offenses and the issuance of the Permit or (2) the issuance of the Permit would involve a unreasonable risk to property or to the safety or welfare of specific individuals or the general public. In making such determination the Village Official shall consider the factors specified in NY Corrections Law §753.
- O. An applicant who is not disqualified pursuant to this §58-4, and who meets all other terms and conditions specified in this Chapter, shall be issued a Permit.
- P. The Mayor and/or the Board shall have the right to from time to time modify or waive the application and other requirements set forth in this Chapter, in whole or in part, for applicants engaged in Peddling and/or Soliciting within the Village exclusively on behalf of an organization which is (i) exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization"), (ii) a public school, or (iii) a municipal agency or entity.

§58-5. Fees; Bond.

- D. Except as expressly provided herein, no Permit shall be issued under this Chapter unless and until the applicant has complied with each of the following conditions:
 - a. The applicant has paid a fee to the Village in the amount of \$200. The amount of such fee may be increased or decreased from time to time by resolution of the Board.

- b. The applicant has provided a bond approved by the Village Attorney in form and surety in the amount of \$5,000 to secure the Village from and against any and all losses, costs, claims, suits, damages, liabilities and expenses, including reasonable attorney's fees arising from any violation by the applicant of this Chapter or any other local, state or federal law pertaining to the Permit. This provision shall not be deemed to limit the liability of an applicant to the Village or any third party pursuant to any provision of this Chapter, at law or in equity.
- E. The Board shall have the right to amend any one or more of the following from time to time by resolution of the Board:
 - a. The amount of fees payable by applicants hereunder;
 - b. The amount of the bond required to be posted by applicant.
- F. The following applicants shall not be required to pay the fee or post the bond otherwise required under this §58-5:
 - a. An applicant who is engaged in Peddling and/or Soliciting within the Village exclusively on behalf of (i) an organization which is exempt from tax under Section 501(c) of the Internal Revenue Code ("501(c) Organization") or (ii) a public school (including without limitation any public school sponsored or affiliated activity);
 - b. An applicant who is a former member of the armed services who at the time of applicant for the Permit is qualified for and holds a current Dutchess County Veteran's License.

§58-6. Permit Conditions.

- I. A Permit issued hereunder shall only be valid all days between 9:00 a.m. and sundown from the date of issuance for a period of 60 days thereafter.
- J. A Permit shall apply only to a single applicant and such Permit shall not be transferable to any other person.
- K. Each applicant who has been issued a Permit shall at all times while engaged in Soliciting and Peddling within the Village, carry the Permit upon his person and shall exhibit the same upon request to all persons solicited and to any sheriff or other police officer then located within the Village.
- L. No applicant shall use a motor vehicle to engage in Soliciting or Peddling in the Village in a manner that would violate any parking or standing laws or regulations or that would create traffic congestion or otherwise interfere with the public access to, safe passage through, or use of any Village sidewalk or street.
- M. No applicant shall use any vehicle for Soliciting or Peddling other than a vehicle listed on his Permit application.
- N. No applicant shall engage in Soliciting or Peddling:
 - a. Within 20 feet of any entryway to a business or private residence without the written consent of the owner of the applicable residence or business; or
 - b. Within 100 feet of any Temporary Restricted Area while it is being used for an event or activity which (i) has been approved by resolution of the Board and (ii) is sponsored by a 501(c) organization or a club or other organization affiliated

with a public school; provided, however, that that such prohibition shall not apply to any applicant who is Peddling or Soliciting within the Temporary Restricted Area on behalf of such 501(c) organization, club or other organization affiliated with a public school, as the case may be. "Temporary Restricted Area" means a street sidewalk and/or other outdoor area within the Village which in the aggregate does not occupy more than 10,000 square feet.

- O. No person engaged in Soliciting or Peddling shall make noise through the use of any loudspeaker, horn or any other amplification device or engage in any other activity which disturbs the peace.
- P. The Board shall have the right from time to time, acting by resolution, to further restrict the location and days and hours of operation of any applicant holding a Permit if the Board first finds that such restriction is reasonable and necessary in order to avoid (i) unsafe or unhealthy congestion of persons and/or vehicles in Village streets, sidewalks or other public or private areas, and/or (ii) interference with the safe passage of pedestrians and/or vehicles through any or streets or sidewalks within the Village.

§58-7. Village Clerk records.

The Village Clerk shall keep a record listing the names and numbers of persons to whom Permits have been issued, the date of issuance thereof and the expiration date of each Permit.

§58-8. Prohibited conduct.

No applicant shall enter a private residence or place of business in the Village for the purpose of Peddling or Soliciting after the owner or occupant thereof shall have requested the applicant to leave, or if the residence or place of business is displaying a sign stating "no soliciting" or words of similar effect.

§58-9. Penalties for offenses.

Any person who shall violate any of the provisions of this article shall, upon conviction thereof, be guilty of an offense and shall be required to purchase a license as provided herein and shall be sentenced to pay a fine not to exceed \$250 or imprisonment not to exceed 30 days, or both, for each and every offense.

§58-10. Revocation and Suspension.

A Permit may be denied, suspended or revoked upon a recommendation of a Village Official and approval of such recommendation by the Board, after giving the applicant at least ten (10) days notice and opportunity to be heard before the Board, no such denial, suspension revocation shall be made without the Board's determination that "Good Cause" exists for such denial, suspension or revocation. Each of the following shall be deemed "Good Cause":

- 3. The applicant violates one or more terms and conditions applicable to the Permit;
- 4. The applicant has committed one or more crimes prior to or during the Permit Term and the Board finds that: (1) there is a direct relationship between one or more such crimes and the activities engaged in by the applicant pursuant to the Permit or (2) the applicant's activities related to the Permit would involve a unreasonable risk to property or to the safety or welfare of specific individuals or the general public;
- 3. The applicant engaged in fraud or bribery in securing the Permit;
- 4. The applicant is determined to have made one or more false statements as to a material matter in any application for a Permit or other statement required by or pursuant to this Chapter.

Any finding by the Board as provided in this Chapter shall not be overturned absent a finding that such finding was arbitrary and capricious and made without sound basis in reason or regard to the facts.

§58-11. Penalties.

Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation, punishable by a fine of at least fifty dollars (\$250.), but not exceeding two hundred fifty dollars (\$250.), or by imprisonment for a term not exceeding fifteen (15) days, or by both such fine and imprisonment. The continuation of an offense against the provisions of this Chapter shall constitute, for each day the offense is continued, a separate and distinct violation hereunder.

§58-12. Repeal of Chapter 58.

Chapter 58 of the Code of the Village of Pawling entitled "Peddling and Soliciting" is hereby repealed in its entirety.

§58-13. When effective.

In accord with Municipal Home Rule Law §27(3), this Chapter shall be effective as of the date that it is filed with the Secretary of State.

Mr. Stone reported that lower Baxter continues to progress. He said they had a pre-application meeting with DEC and it sounded like the village will need to make a Wetlands Disturbance permit and a Water Withdrawal permit. He said there was no final determination on the Endangered and Threatened Species permit that might be required however it looked like it would not become an issue. He stated they were advancing the 30% design and hope to have a meeting with Dutchess County Health in July to push it forward. He said he had not been a proponent of using EFC money for the lower Baxter site but in speaking with Jeff Smith of Municipal Solutions it appeared the village might be eligible for an up to 60% grant for the work and depending what happens with a future income survey perhaps 0% financing. He said it would be smart to keep all options open and they were in the process of submitting forms to be put on the Intended Use Plan which allows the village to be eligible for grants but is not committing to anything. Mr. Stone asked for permission to prepare a presentation for the June 20th meeting on the rate system for the water supply. He said he would also be asking the Board for permission to go to formal bid to install all the equipment that was authorized earlier.

MOTION by Trustee Meyer to approve payment of the May bills in the amount of \$132,328.08. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to close regular session and go into Public Comment at 7:27 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to return to regular session at 7:28 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Peters to go into Executive Session for litigation at 7:28 P.M. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Meyer to close Executive Session at 7:50 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

MOTION by Trustee Meyer to return to regular session at 7:51 P.M. **SECONDED** by Trustee Locascio. There was no discussion; all were in favor and the motion carried.

Mayor Taylor reported there were no votes taken or decisions made in Executive Session.

MOTION by Trustee Locascio to adjourn the meeting at 7:51 P.M. **SECONDED** by Trustee Meyer. There was no discussion; all were in favor and the motion carried.



Village Clerk

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2022

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID

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Choose one:

☒ This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

Village of Pawling

OR

☐ This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

OR

☐ This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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MS4 Annual Report Cover Page

MCC form for period ending March 9, 2022

Provide SPDES ID of each permitted MS4 included in this report.

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MCC form for period ending March 9, 2022

Village of Pawling

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4

Village of Pawling

SPDES ID

NYR20A477

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

Lauri

MI

Last Name

Taylor

Title

Mayor

Address

9 Memorial Avenue

City

Pawling

State

NY

Zip

1 2 5 6 4 -

eMail

josborn@villageofpawling.org

Phone

(8 4 5) 8 5 5 - 1 1 2 2

County

Dutchess

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2022

Name of MS4 Village of Pawling

SPDES ID

NYR20A477

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

Dutchess County MS4 Coordination

Partner/Coalition Name (cont.)

Committee

SPDES Partner ID - If applicable

NYR20A477

Address

2715 Route 44

City

Millbrook

State

NY

Zip

1 2 5 4 5 -

eMail

Erin Sommerville@ny.nacdn.net

Phone

(8 4 5) 6 7 7 - 8 0 1 1

Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.? ☒ Yes ☐ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ☒ MM1 brochures/website/facebook
- ☒ MM2 training/brochures
- ☒ MM3 training
- ☒ MM4 training videos for staff
- ☐ MM5
- ☐ MM6

Additional tasks/responsibilities

- ☒ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

East of Hudson Watershed Corporation, East of Hudson Watershed Ag Council, NYC DEP

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4

Village of Pawling

SPDES ID

NYR20A477

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

Lauri

MI

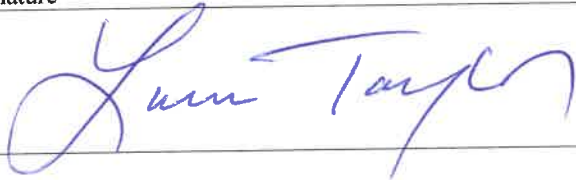
Last Name

Taylor

Title (Clearly print title of individual signing report)

Mayor

Signature



Date

05 / 20 / 2022

The annual report form and any attachments can be sent to the DEC Central Office clicking the Submit Form link below, or by sending it directly to: MS4compliance@dec.ny.gov. All submissions must include the SPDES ID in the title and must be complete before hitting the Submit Form link below:

Submit Form

If unable to submit electronically, hardcopy submissions can be sent to:

Bureau of Water Compliance
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

| |
|-----------|
| NYR20A477 |
|-----------|

Water Quality Trends

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s are contributed to this report?

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One. ☐ Yes

☐ Yes ☒ No

If Yes, choose one of the following

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- | | |
|---|--|
| <input checked="" type="radio"/> Construction Sites <input checked="" type="radio"/> General Stormwater Management Information <input checked="" type="radio"/> Household Hazardous Waste Disposal <input checked="" type="radio"/> Illicit Discharge Detection and Elimination <input checked="" type="radio"/> Infrastructure Maintenance <input checked="" type="radio"/> Smart Growth <input type="radio"/> Storm Drain Marking <input checked="" type="radio"/> Green Infrastructure/Better Site Design/Low Impact Development <input checked="" type="radio"/> Other: | <input checked="" type="radio"/> Pesticide and Fertilizer Application <input checked="" type="radio"/> Pet Waste Management <input checked="" type="radio"/> Recycling <input checked="" type="radio"/> Riparian Corridor Protection/Restoration <input checked="" type="radio"/> Trash Management <input checked="" type="radio"/> Vehicle Washing <input checked="" type="radio"/> Water Conservation <input checked="" type="radio"/> Wetland Protection <input type="radio"/> None |
|---|--|

Septic Maintenance
 Other

2. Specific audiences targeted during this reporting period:

- | | |
|---|---|
| <input checked="" type="radio"/> Public Employees <input checked="" type="radio"/> Residential <input checked="" type="radio"/> Businesses <input checked="" type="radio"/> Restaurants <input checked="" type="radio"/> Other: | <input checked="" type="radio"/> Contractors <input checked="" type="radio"/> Developers <input checked="" type="radio"/> General Public <input checked="" type="radio"/> Industries <input type="radio"/> Agricultural |
|---|---|

Billboard campaign and school PSA
 Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID
NYR20A477

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

☒ Construction Site Operators Trained

Trained

☒ Direct Mailings

Mailings

☒ Kiosks or Other Displays

Locations

☒ List-Serves

In List

☐ Mailing List

In List

☐ Newspaper Ads or Articles

Days Run

☒ Public Events/Presentations

Attendees

☒ School Program

Attendees

☐ TV Spot/Program

Days Run

☒ Printed Materials:

Total # Distributed

Locations (e.g. libraries, town offices, kiosks)

Village Hall

DC Soil & Water Dist

Dutchess County Fair

Vassar Farms Env't Fair

☒ Other:

Facebook

☒ Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

www.epa.gov

URL

facebook.com/dutchess-county-ms4

coordination committee

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

3. Web Page cont.: Provide specific web addresses - not home page.

URL
www.dec.ny.gov

URL
www.lhccd.net

URL
www.villageofpawling.org

URL
www.facebook.com/pages/dutchess-
county-ms4-coordination-committe

URL

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Educated contractors in construction site erosion and sediment control practices through virtual training sessions. Educate public employees through virtual conference, dvd's and other trainings. Educate the general public through public events and distribution of educational brochures.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Attendance at presentations and training session has been significantly reduced due to COVID restrictions.

C. How many times was this observation measured or evaluated in this reporting period?

15

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?☒ Yes ☐ No**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**☒ Yes ☐ No**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

Stormwater pollution prevention and IDDE training CD's being circulated to MS4 committee DPW's. Continued training for contractors and municipal personnel. High School Billboard campaign and PSA by MS4 Committee.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

☒ Cleanup Events

Events 4

☐ Comments on SWMP Received

Comments

☒ Community Hotlines

Phone # (0) 0 -

Phone # (8 4 5) 8 5 5 - 1 1 2 2

Phone # (0) 0 -

Phone # (8 4 5) 4 8 6 - 2 0 8 5

Phone # (0) 0 -

Phone # () -

Phone # (0) 0 -

Phone # () -

Phone # (0) 0 -

Phone # () -

Phone # () -

☒ Community Meetings

Attendees 1

☐ Plantings

Sq. Ft.

☒ Storm Drain Markings

Drains 0

☒ Stakeholder Meetings

Attendees 189

☐ Volunteer Monitoring

Events

☐ Other:

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided?

☒ Yes ☐ No

☐ List-Serve

In List

☒ Newspaper Advertising

Days Run 1

☐ TV/Radio Notices

Days Run

☒ Other: Notice of Public Meeting

☒ Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

www.villageofpawling.org/index.p

hp/ms4

URL

URL

URL

URL

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

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Name of MS4/Coalition

Village of Pawling

SPDES ID

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2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ MS4/Coalition Office ☒ Annual Report ☒ SWMP Plan ☒ Comments

Department
Village Clerk
Address
9 Memorial Avenue
City
Pawling NY Zip
1 2 5 6 4 -
Phone
(8 4 5) 8 5 5 - 1 1 2 2

☐ Library ☐ Annual Report ☐ SWMP Plan ☐ Comments

Address
City Zip
Phone
(0) 0 -

☐ Other ☐ Annual Report ☐ SWMP Plan ☐ Comments

Address
City Zip
Phone
(0) 0 -

☒ Web Page URL: ☐ Annual Report ☐ SWMP Plan ☐ Comments

www.villageofpawling.org/index.
php.ms4

Please provide specific address of page where report can be accessed - not home page.

☒ eMail ☐ Comments

josborn@villageofpawling.org

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

/ /

4.b. For how many days was/will this report be posted?

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

☒ Yes ☐ No

If Yes, what was the date of the meeting?

/ /

If No, is one planned?

☐ Yes ☐ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

☐ Yes ☒ No

If No, is one planned for each?

☐ Yes ☒ No

6. Were comments received during this reporting period?

☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Strengthen partnerships with watershed groups through MS4 coordination committee. Conduct public meeting for Annual Report. Limited due to COVID

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of events conducted and number of attendees participating in events and volunteer programs are significantly less than previous reporting periods due to COVID restrictions

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to support outreach through MS4 coordination committee. Continue clean up events within the Village and to advertise regional events.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

| | |
|-----------------------|--------------------|
| Name of MS4/Coalition | Village of Pawling |
|-----------------------|--------------------|

| | | | | | |
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| SPDES ID | | | | | |
| NYR20A477 | | | | | |

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

| | | |
|--|--|--|
| | | |
|--|--|--|

1. Enter the number and approx. percent of outfalls mapped:

| | |
|----|--|
| 50 | |
|----|--|

 #

| | |
|-----|--|
| 100 | |
|-----|--|

 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- ☐ Auto Recyclers
 - ☒ Building Maintenance
 - ☐ Churches
 - ☐ Commercial Carwashes
 - ☒ Commercial Laundry/Dry Cleaners
 - ☐ Construction Vehicle Washouts
 - ☐ Cross-Connections
 - ☐ Distribution Centers
 - ☐ Food Processing Facilities
 - ☒ Garbage Truck Washouts
 - ☐ Hospitals
 - ☐ Improper RV Waste Disposal
 - ☒ Industrial Process Water
 - ☐ Other:
 - ☐ Landscaping (Irrigation)
 - ☐ Marinas
 - ☐ Metal Plateing Operations
 - ☐ Outdoor Fluid Storage
 - ☐ Parking Lot Maintenance
 - ☐ Printing
 - ☐ Residential Carwashing
 - ☒ Restaurants
 - ☐ Schools and Universities
 - ☒ Septic Maintenance
 - ☐ Swimming Pools
 - ☐ Vehicle Fueling
 - ☐ Vehicle Maint./Repair Shops
 - ☐ None

☐ Other:

[illegible]

○ Sewersheds:

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

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| NYR20A477 |
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3.b. What types of illicit discharges have been found during this reporting period?

- ☐ Broken Lines From Sanitary Sewer
☐ Cross Connections
☐ Failing Septic Systems
☐ Floor Drains Connected To Storm Sewers
☐ Illegal Dumping
☐ Other: _____
- ☐ Industrial Connections
☒ Inflow/Infiltration
☐ Pump Station Failure
☐ Sanitary Sewer Overflows
☐ Straight Pipe Sewer Discharges
☐ None

[illegible]

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

| | | |
|--|---|--|
| | 0 | |
|--|---|--|

5. How many illicit discharges have been confirmed during this reporting period?

| | | |
|--|---|--|
| | 3 | |
|--|---|--|

6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

| | | |
|--|---|--|
| | 0 | |
|--|---|--|

7. Has the storm sewershed mapping been completed in this reporting period?

☐ Yes ☒ No

If No, approximately what percent was completed in this reporting period?

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

8. Is the above information available in GIS?

☐ Yes ☒ No

Is this information available on the web?

☐ Yes ☒ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

| | |
|-----------------------|--------------------|
| Name of MS4/Coalition | Village of Pawling |
|-----------------------|--------------------|

SPDES ID

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|-----------|
| NYR20A477 |
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8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

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9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☐ Yes ☐ No ☒ NT

- 11. What percent of staff in relevant positions and departments has received IDDE training?**
- | | | |
|--|---|---|
| | 1 | % |
|--|---|---|

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Outfalls are regularly inspected and maintained as required.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Individual outfalls are inspected and repaired as needed.

C. How many times was this observation measured or evaluated in this reporting period?

15

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to seek grant funding to conduct mapping and a GIS system of all aspects of the stormwater system. We have received grant funding for the mapping using GIS and will be starting the implementation of the grant in June.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

Minimum Control Measures 4 and 5. Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ☒ Yes ☐ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☒ 03/2006 ☐ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ☒ Yes ☐ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

| | | | | | | | |
|---|---|--|--|---|--|--|---|
| <input checked="" type="radio"/> Notices of Violation | # | | | 1 | | | <input type="radio"/> No Authority |
| <input checked="" type="radio"/> Stop Work Orders | # | | | 1 | | | <input type="radio"/> No Authority |
| <input type="radio"/> Criminal Actions | # | | | | | | <input checked="" type="radio"/> No Authority |
| <input type="radio"/> Termination of Contracts | # | | | | | | <input checked="" type="radio"/> No Authority |
| <input checked="" type="radio"/> Administrative Fines | # | | | 3 | | | <input type="radio"/> No Authority |
| <input type="radio"/> Civil Penalties | # | | | 1 | | | <input checked="" type="radio"/> No Authority |
| <input type="radio"/> Administrative Orders | # | | | | | | <input checked="" type="radio"/> No Authority |
| <input checked="" type="radio"/> Enforcement Actions or Sanctions | # | | | 1 | | | |
| <input type="radio"/> Other | # | | | | | | <input checked="" type="radio"/> No Authority |

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

| | | |
|--|--|--|
| | | |
|--|--|--|

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

| | | |
|---|--|--|
| 0 | | |
|---|--|--|

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

| | | |
|---|--|--|
| 0 | | |
|---|--|--|

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

| | | | |
|-----|--|--|---|
| 100 | | | % |
|-----|--|--|---|

4. What percent of active construction sites were inspected more than once? ☐ NT

| | | | |
|-----|--|--|---|
| 100 | | | % |
|-----|--|--|---|

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?

☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?

☒ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department
Building and Planning

Address
9 Memorial Avenue

City
Pawling NY Zip
1 2 5 6 4 -

Phone
(8 4 5) 8 5 5 - 1 1 2 2

○ Library

Address

City Zip
0 -

Phone
(0) 0 -

○ Other

Address

City Zip
0 -

Phone
(0) 0 -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

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Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Provide training for Village of Pawling employees and Trustees

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Village of Pawling participated in training events

C. How many times was this observation measured or evaluated in this reporting period?

1

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Educate the staff on procedures and requirements in the local law. The Village will continue to work with the East of Hudson Watershed Corporation to plan retrofits whenever opportunities present themselves.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

| | # Inventoried | # Inspections | # Times Maintained |
|--|---|---|---|
| <input type="radio"/> Alternative Practices | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |
| <input type="radio"/> Filter Systems | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |
| <input checked="" type="radio"/> Infiltration Basins | <div><div>2</div><div></div><div></div></div> | <div><div>2</div><div></div><div></div></div> | <div><div>1</div><div></div><div></div></div> |
| <input type="radio"/> Open Channels | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |
| <input type="radio"/> Ponds | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |
| <input type="radio"/> Wetlands | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |
| <input type="radio"/> Other | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> | <div><div></div><div></div><div></div></div> |

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? ☐ Yes ☒ No

- 3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?**

- ☒ Building Codes
 ☒ Municipal Comprehensive Plans
☐ Overlay Districts
 ☐ Open Space Preservation Program
☒ Zoning
 ☒ Local Law or Ordinance
☐ None
 ☒ Land Use Regulation/Zoning
☐ Watershed Plans
 ☐ Other Comprehensive Plan
☐ Other:

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

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Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☐ Yes ☒ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

0

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

25 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Pawling

SPDES ID
NYR20A477

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Through the East of Hudson O&M program the open channels along the road have been inspected and maintained.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Observation of the ongoing maintenance of the catch basins. This included the removal of leaves and litter. Keeping the community clean.

C. How many times was this observation measured or evaluated in this reporting period?

3

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to seek grant funding to conduct mapping of our entire stormwater system.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID
NYR20A477

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

| <u>Operation/Activity/Facility</u> | <u>Addressed in SWMP?</u> | | <u>Self-Assessment</u> <u>Operation/Activity/Facility</u> <u>performed within the past 3</u> | |
|---|--------------------------------------|-------------------------------------|--|-------------------------------------|
| | | | <u>years?</u> | |
| Street Maintenance..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Bridge Maintenance..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Winter Road Maintenance..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Salt Storage..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Solid Waste Management..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| New Municipal Construction and Land Disturbance.. | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Right of Way Maintenance..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Marine Operations..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Hydrologic Habitat Modification..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Parks and Open Space..... | <input type="radio"/> Yes | <input checked="" type="radio"/> No | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Municipal Building..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Stormwater System Maintenance..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Vehicle and Fleet Maintenance..... | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Other..... | <input type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Yes | <input type="radio"/> No |

MS4 Annual Report Form

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Name of MS4/Coalition

SPDES ID

2. Provide the following information about municipal operations good housekeeping programs:

- ☐ Parking Lots Swept (Number of acres X Number of times swept) # Acres
- ☐ Streets Swept (Number of miles X Number of times swept) # Miles
- ☐ Catch Basins Inspected and Cleaned Where Necessary #
- ☐ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #
- ☐ Phosphorus Applied In Chemical Fertilizer # Lbs.
- ☐ Nitrogen Applied In Chemical Fertilizer # Lbs.
- ☐ Pesticide/Herbicide Applied # Acres
- (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

4. What was the date of the last training?

/ /

5. How many municipal employees have been trained in this reporting period?

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

%

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

| | | | | | |
|---|---|---|---|--|--|
| 2 | 0 | 2 | 2 | | |
|---|---|---|---|--|--|

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Village Highway Dept has successfully maintained the roads within the Village by thorough sweeping of the streets. During the fall we have an aggressive program for picking up leaves throughout the village. This is evident by the reduced number of catch basin clogging and flooding.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Villages' program for maintaining the streets and stormwater system is very evident. All catch basins and stormwater conveyances are checked prior to storm events and cleaned as necessary.

C. How many times was this observation measured or evaluated in this reporting period?

35

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The village will continue its current program for spring and fall clean up and conduct ongoing catch basin inspections.

MS4 Annual Report Form

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Name of MS4/Coalition

Village of Pawling

SPDES ID

NYR20A477

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

| | | |
|--|--|--|
| | | |
|--|--|--|

MS4s must answer the questions or check NA as indicated in the table below.

| MS4 Description | Answer | Check NA | (POC) |
|---------------------------------|--------------------------|------------------------|------------------------|
| NYC EOH Watershed | - | - | - |
| Traditional Land Use | 1,2,3,4,5,6,7a-d,8a,8b,9 | 10,11,12 | Phosphorus |
| Traditional Non-Land Use | 1,2,3,4,7a-d,8a,8b,9 | 5,10,11,12 | Phosphorus |
| Non-Traditional | 1,2,77a-d,8a,8b,9 | 3,4,5,10,11,12 | Phosphorus |
| Onondaga Lake Watershed | - | - | - |
| Traditional Land Use | 1,6,7a-d,8a,9 | 2,3,4,5,8b,10,11,12 | Phosphorus |
| Traditional Non-Land Use | 1,6,7a-d,8a,9 | 2,3,4,5,8b,10,11,12 | Phosphorus |
| Non-Traditional | 1,6,7a-d,8a,9 | 2,3,4,5,8b,10,11,12 | Phosphorus |
| Greenwood Lake Watershed | - | - | - |
| Traditional Land Use | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| Traditional Non-Land Use | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| Non-Traditional | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| Oyster Bay | - | - | - |
| Traditional Land Use | 1,4,7a-d,9,10,11,12 | 2,3,5,6,8a,8b | Pathogens |
| Traditional Non-Land Use | 1,4,7a-d,9,10,11,12 | 2,3,5,6,8a,8b | Pathogens |
| Non-Traditional | 1,4,7a-d,9 | 2,3,4,5,8a,8b,10,11,12 | Pathogens |
| Peconic Estuary | - | - | - |
| Traditional Land Use | 1,4,7a-d,8a,9,10,11,12 | 2,3,5,6,8b | Pathogens and Nitrogen |
| Traditional Non-Land Use | 1,4,7a-d,8a,9,10,11,12 | 2,3,5,6,8b | Pathogens and Nitrogen |
| Non-Traditional | 1,4,7a-d,8a,9 | 2,3,4,5,8b,10,11,12 | Pathogens and Nitrogen |
| Oscawana Lake Watershed | - | - | - |
| Traditional Land Use | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| Traditional Non-Land Use | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| Non-Traditional | 1,4,6,7a-d,8a,9 | 2,3,5,8b,10,11,12 | Phosphorus |
| LI 27 Embayments | - | - | - |
| Traditional Land Use | 1,2,3,4,7a-d,9,10,11,12 | 5,6,8a,8b | Pathogens |
| Traditional Non-Land Use | 1,2,3,4,7a-d,9,10,11,12 | 5,6,8a,8b | Pathogens |
| Non-Traditional | 1,2,3,4,7a-d,9 | 5,6,8a,8b,10,11,12 | Pathogens |

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?

☒ Yes ☐ No ☐ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?

☐ Yes ☐ No ☒ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

| | | | |
|--|--|--|---|
| | | | % |
|--|--|--|---|

Estimate what percentage was mapped in this reporting period.

| | | | |
|--|--|--|---|
| | | | % |
|--|--|--|---|

MS4 Annual Report Form

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Name of MS4/Coalition Village of Pawling

SPDES ID

NYR20A477

3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period? %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☒ Yes ☐ No ☐ N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☒ Yes ☐ No ☐ N/A

7b. How many projects have been sited in this reporting period? 0

7c. What percent of the projects included in 7b have been completed in this reporting period? %

7d. What percent of projects planned in previous years have been completed? %

☐ No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☒ Yes ☐ No ☐ N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

| | | | | | |
|---|---|---|---|--|--|
| 2 | 0 | 2 | 2 | | |
|---|---|---|---|--|--|

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

| |
|--------------------|
| Village of Pawling |
|--------------------|

SPDES ID

| | | | | | | | | | | | |
|----|---|---|---|---|---|---|---|--|--|--|--|
| NY | R | 2 | 0 | A | 4 | 7 | 7 | | | | |
|----|---|---|---|---|---|---|---|--|--|--|--|

9. Has your MS4/Coalition developed and implemented a program of native planting?
☐ Yes ☒ No ☐ N/A
10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?
☐ Yes ☒ No ☐ N/A
11. Does your MS4/Coalition have a pet waste bag program?
☐ Yes ☒ No ☐ N/A
12. Does your MS4/Coalition have a program to manage goose populations?
☐ Yes ☒ No ☐ N/A

Quote Review for Material Purchase by Village of Pawling Summary of Quotes and Recommendation -- June 2021

6-inch HDPE solicited suppliers:

- Holbrook Plastic Pipe
- ESP
- Core and Main

6-inch HDPE quotes received:

| Supplier | WBE/MBE | Total | \$/ft | Delivery | Lead Time | Recommendation |
|-----------------------|---------|-------------|---------|----------|-------------|---|
| Holbrook Plastic Pipe | WBE | \$12,005.00 | \$17.15 | included | 16 weeks | LaBella recommends award to Holbrook Plastic Pipe |
| ESP | N/A | \$12,327.61 | \$17.61 | included | 4 months | |
| Core and Main | N/A | \$13,384.00 | \$19.12 | Included | 16-18 weeks | |

Well pump solicited suppliers:

- D&S Pump
- Core and Main
- Blake Equipment

Well pump quotes received:

| Supplier | WBE/MBE | Total | Cost per unit | Delivery | Lead Time | Recommendation |
|----------|---------|------------|---------------|----------|------------------|--------------------------------------|
| D&S Pump | N/A | \$8,980.50 | \$4,490.25 | included | 65 business days | LaBella recommends award to D&S Pump |

Well pump motor quotes received:

| Supplier | WBE/MBE | Total | Cost per unit | Delivery | Lead Time | Recommendation |
|----------|---------|------------|---------------|----------|------------------|--------------------------------------|
| D&S Pump | N/A | \$7,501.50 | \$3,750.75 | included | 65 business days | LaBella recommends award to D&S Pump |

Baker units solicited suppliers:

- D&S Pump
- Core and Main
- Blake Equipment

Baker unit quotes received:

| Supplier | WBE/MBE | Total | Cost per Unit | Delivery | Lead Time | Recommendation |
|----------|---------|-------------|---------------|----------|-----------|--------------------------------------|
| D&S Pump | N/A | \$12,328.40 | \$6,164.20 | included | 3-4 weeks | LaBella recommends award to D&S Pump |



May 31, 2022

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

**RE: Grant Services – Village Comprehensive Plan
DOS Smart Growth Community Planning and Zoning Grant Program
LaBella Proposal #P2203296**

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 Consolidated Funding Application (CFA). We understand the Village of Pawling is seeking funding to support the development of a new Comprehensive Plan. The CFA opened the application process in early May, applications are due July 29, 2022.

LABELLA SCOPE OF SERVICES

LaBella will assist you in preparing a NYS Department of State, Office of Planning, Development & Community Infrastructure, Environmental Protection Fund Smart Growth Program, Smart Growth Community Planning and Zoning grant application. The program includes funding for preparation and local adoption of an updated comprehensive plan that integrates smart growth principles. The Village of Pawling's Comprehensive Plan was last updated and adopted in 1994.

The program requires electronic (online submittal) with the Village of Pawling acting as the applicant. The Village must adopt a resolution authorizing the application and specifying the match amount of at least 10% of total eligible cost for the project. We will draft a proposed resolution for Village's consideration and approval. The maximum grant request is \$100,000 for the comprehensive plan, the associated local match is at least \$10,000. The grant award is provided as a reimbursement basis and must be documented.

We will develop required application responses and narratives to demonstrate the importance of the project and complete the application 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 CFA portal. You will be responsible for preparation and assembly of certain required material (we will develop a list for your use) documenting the local match as well as soliciting and collecting letters of support from Federal/State Elected representatives and local entities as necessary.



Our fee to perform this work is \$3,500 inclusive of expenses. Any additional services will be billed on a time and materials basis.

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 and (607) 329-3080.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

Jennifer Vaughn
Civil/Grant Services



May 31, 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 Comprehensive Plan
DOS Smart Growth Community Planning and Zoning Grant Program

Services to be rendered are described in Agreement No. P2203296
dated May 31, 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: May 27, 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.

2022 Consolidated Funding Application
Due July 29, 2022

Smart Growth Comprehensive Planning Grant Program

Summary

The New York State Department of State is soliciting applications under the Smart Growth Comprehensive Planning Grant program for the preparation of municipal comprehensive plans to establish future land use policies that promote smart growth and clean energy principles. Up to \$2 million is available under the program statewide.

Eligible Applicants/Areas

- A municipality defined as a city, village, town, or county
- Regional Planning Entities
- Eligible not-for-profit organizations on behalf of a village, town, or city

Maximum Funding Limits

Applicants can apply for up to \$100,000 under the program and up to \$200,00 for projects involving Area Planning and Zoning updates.

Match

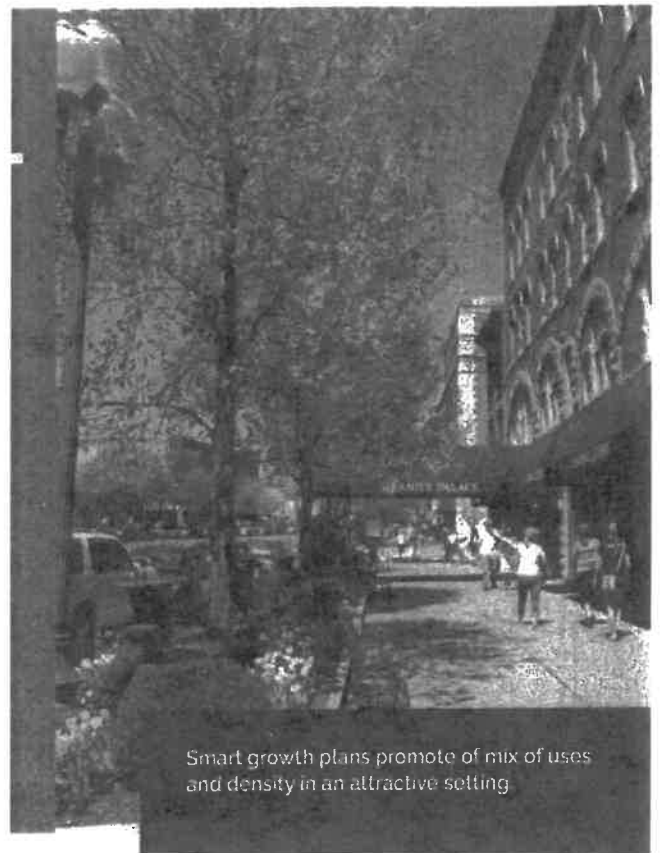
10 percent of total eligible project costs.

Smart Growth Principles:

- Mixed Land Uses
- Range of Housing Opportunities
- Redevelopment of Existing Communities

ELIGIBLE ACTIVITIES

Prepare, complete, or update a Comprehensive Plan, or Area Plan or Zoning that integrate 15 Smart Growth principles. The projects should be consistent with planning and zoning guidelines in NYS Town, Village, or City Law.



Smart growth plans promote of mix of uses and density in an attractive setting

- Attractive Communities with a strong Sense of Place
- Density
- Clean Energy
- Climate Change
- Resiliency
- Green Infrastructure
- Social Diversity
- Regional Coordination
- Walkable/Bikeable Neighborhoods
- Mobility Choices
- Well-planned Public Spaces
- Community/Stakeholder Participation

Christopher Round, AICP
(518) 824-1938
cround@labellapc.com

Edward Flynn, AICP
(585) 295-6285
eflynn@labellapc.com

 LaBella

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

March 8, 2022

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

Dear Mayor Taylor:

Municipal Solutions, Inc. is pleased to submit this proposal in connection with the Village of Pawling's proposed water rates study for your consideration and approval.

Per the Municipal Securities Rulemaking Board's (MSRB) Rule G-42, we must have a current contract in place prior to work commencing. This contract must state fair market value rates and fees and be accepted by both the municipality and Municipal Solutions, Inc. We must, under rule G-42, show that we've acted in good faith with the issuer and to ensure the accuracy of representation in our contracts regarding the agreed upon scope and fees, whether the contract be a Preliminary Authorization to Proceed or a Full Contract.

The Securities and Exchange Commission (SEC) enforces the rules and regulations set by the MSRB. Municipal Solutions, Inc. is registered as a recognized municipal advisor with the SEC (MS ID #867-00383) and the MSRB (MS ID #K0173) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act).

This proposal is divided into the following parts:

- I. Assistance in Determining Water Rates
- II. Conflicts of Interest and Other Required Disclosures
- III. Miscellaneous

I. Assistance in Determining Water Rates

The following items will be completed under this portion of the contract, if appropriate:

- 1) Based on the existing water operation and maintenance history assist the Village in developing a water rate structure to cover operation and maintenance costs of the Water System to retire long-term debt.
- 2) Review the Village's current Equivalent Dwelling Units (EDU's) and recommend changes as needed to provide a fair and equitable cost/benefit structure for billing purposes.
- 3) Attend meetings with the Village's Water Committee and/or the Village Board.

Municipal Solutions, Inc. is a Member of the National Association of Municipal Advisors

62 Main Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-394-4092
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

The fee for this service will be billed hourly at a rate of \$140 per hour.

The total fee for this contract based on the current project scope is estimated to be \$4,500. This includes prior work during the design period for the development of the project. If this timeframe is exceeded, or the estimated total fee is exhausted due to unanticipated changes in project plans, scope, or timeline, we reserve the right to amend this agreement through project completion.

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the current hourly rate plus expenses.

The fees may be adjusted annually based on the U.S. Bureau of Labor and Statistics Consumer Price Index – All Urban Consumers.

Invoices will be submitted periodically. Payment is expected within 45 days of the invoice date.

II. Conflicts of Interest and Other Required Disclosures

Rule G-42 of the Municipal Securities Rulemaking Board requires us to provide you with certain disclosures regarding conflicts of interest and other required disclosures (the "Disclosures"). Those Disclosures are attached hereto in Appendix A. We further covenant and agree to provide to the Village updated Disclosures as required by Municipal Securities Rulemaking Board Rule G-42 to the extent any arise after the date of this letter. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

We at Municipal Solutions, Inc. operate with a core value of honesty and integrity in all aspects of our business. We pride ourselves in our competent and friendly staff and our services go above and beyond what our contracts call for. We do our very best to keep costs down and pass any savings back to our clients. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

III. Miscellaneous

This contract shall be effective for the period of the refunding transaction. Upon acceptance of this proposal, please execute and return one copy to our LeRoy office located at 62 Main Street, LeRoy, New York 14482 following the next Board meeting. The terms set forth above are subject to change if we do not receive a signed contract within 30 days. This contract will remain in effect until terminated by either party. You have the right to terminate this contract for any reason at any time.

We agree to promptly amend or supplement this letter to reflect any material changes or additions to the agreement evidenced by this letter.

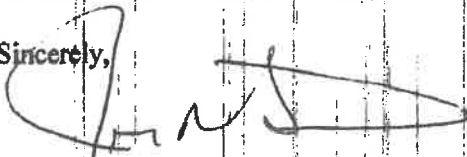
Pawling, V. / L. Taylor

- 3 -

March 8, 2022

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the Village.

Sincerely,



Jeffrey R. Smith, President
Certified Independent Professional Municipal Advisor

JRS/slw

**Village of Pawling, New York
Contract Dated March 8, 2022
Water Rates Study
Accepted by:**

Signature: _____

Name/Title: _____

Date: _____

APPENDIX A

VILLAGE OF PAWLING, NEW YORK Contract Dated March 8, 2022 Water Rates Study

DISCLOSURE OF CONFLICTS OF INTEREST

Municipal Securities Rulemaking Board Rule G-42 requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

We have determined, after exercising reasonable diligence, that we have no known material conflicts of interest that would impair our ability to provide advice to the Village in accordance with our fiduciary duty to municipal entity clients. The attached paragraphs outline areas of potential conflicts of interest we have reviewed to make this no material conflict of interest determination.

FORMS OF COMPENSATION AS POTENTIAL CONFLICTS

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee - Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee - Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction - Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement - Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal - Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds). This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation.

Municipal Solutions, Inc. is not aware of any material conflicts of interest that could affect our fiduciary responsibility to the Commission as of the date of this Agreement. If Municipal Solutions, Inc. becomes aware of any conflict of interest that could interfere with our fiduciary obligations to the Commission, Municipal Solutions, Inc. will notify the Commission that a conflict has been identified and we will meet with the Commission to discuss the impacts of the conflict and possible methods to resolve the identified conflict areas.

RELIANCE ON OUTSIDE INFORMATION

In formulating our recommendations as it comes to the issuance of municipal securities, we often have to rely on information provided by outside sources such as engineering firms, architectural firms, CPAs, attorneys, and other professional entities, as well as the municipality itself. We must rely on the expertise and professional knowledge of these entities in that the information they are providing is reasonable and correct. As part of our fiduciary duty to our clients, we will do our best to make sure this is the case. If we feel that the information provided to us is inaccurate, inconsistent, or incomplete, we will ensure to tell you before providing any recommendations based on the material.

LEGAL OR DISCIPLINARY EVENTS

Municipal Solutions, Inc. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration, we are required to disclose to the SEC information regarding criminal actions, regulatory

actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Municipal Solutions, Inc. Pursuant to MSRB Rule G-42, Municipal Solutions, Inc. is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Municipal Solutions, Inc. or the integrity of its management or advisory personnel.

We have determined that no such event exists.

Copies of Municipal Solutions, Inc. filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Municipal Solutions, Inc. or for our CIK number which is 0001612999.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

FBS PARKING ENFORCEMENT MANAGEMENT SERVICES AGREEMENT

This FBS Parking Enforcement Management Services Agreement ("this Agreement") was made and entered into on _____ between THE VILLAGE OF PAWLING, a municipal corporation with offices at 9 Memorial Ave. Pawling, NY 12564 (hereafter referred to as "Village"), the TOWN OF PAWLING, Dutchess County, New York (hereinafter referred to herein as the "Town") and FUNDAMENTAL BUSINESS SERVICE, INC., 14 FRONT STREET, HEMPSTEAD, NY 11550 (hereafter referred to as "FBS").

WHEREAS, the Village desires to engage FBS to provide services to the Village and the Town with respect to the processing and collection of Village tickets/summonses/informations and FBS desires to perform such services on behalf of the Village and the Town;

WHEREAS, in consideration of the Village paying FBS the fees described in this Agreement, FBS has agreed to provide the Town's Court with Parking Ticket Assist described in this Agreement and the CaseTrax software described in this Agreement; and

WHEREAS, the Town and the Village will cooperate with one another and with FBS to: 1) perform their respective roles and duties as described herein and as will be further clarified by FBS through training; and 2) facilitate the services provided by FBS in this Agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM & TERMINATION.** The term of this Agreement will commence on the date above written and will continue for a period of three (3) years, unless extended or terminated as described below:

a) The term of this Agreement may be extended for an additional three (3) years by mutual agreement of the parties by the parties giving written notice to the other parties, expressing agreement to an extension, within sixty (60) days prior to the end of the term.

b) The term of this Agreement shall terminate upon breach by any party but only after: i) a non-breaching party gives the breaching party notice with thirty (30) days to cure and provides a copy of such notice to the other party; and ii) the breaching party fails to cure the breach within such timeframe.

c) Any party may terminate the term of this Agreement without cause upon one hundred twenty (120) days notice to the other parties.

Upon termination or expiration of the term of this Agreement, upon the Village's request, FBS shall reasonably cooperate with the Village and the Town by providing data files to enable the Village to transition the Village's parking enforcement management services to another vendor.

2. FBS shall transcribe all records and information contained therein of parking

tickets/summonses/informations from original or copy issued for violation of parking ordinances and located at Village offices. FBS shall also transcribe all tickets/summonses/informations issued electronically or non-electronically for violation of parking ordinances. FBS shall also provide non-legal assistance to the Village in developing new forms of tickets and a fine structure.

3. The Village agrees to cooperate with FBS in providing access to the aforesaid information, including the information regarding the payment of all summonses.

4. FBS shall obtain from the Department of Motor Vehicles the name, address and vehicle registration numbers from the information provided by the Village for each ticket entered into CaseTrax, including license plate numbers, as found on the aforesaid tickets/summonses/informations.

5. FBS shall engage in lawful skip tracing procedures, if determined by FBS to be necessary or appropriate, to locate delinquent violators.

6. FBS shall notify all aforesaid violators of the outstanding tickets/summonses/informations, on a form that has been approved by the Village and the Town prior to transmission.

7. FBS shall forward to the Town Court copies of all correspondence received from violators or other sources which result from the aforesaid notification and shall notify the Town Court and the Department of Motor Vehicles of the results of said correspondence and compliance or lack thereof.

8. FBS shall maintain account files in electronic format that reflect the amount of fines remitted by defendants to the Town Court for Village issuances during the term of this Agreement and shall provide a monthly fine remittance report in electronic format to the Town Court and Village by or before the 15th of each month showing fine remittances for the previous month.

9. FBS shall repeat notification to delinquent violators by six (6) additional notices as set forth herein on forms approved by the Village and the Town Court at thirty (30) day intervals, unless payment is sooner made.

10. FBS shall provide a warning to all delinquent violators that failure to respond to the aforesaid six (6) notices may result in the entry of a civil judgment.

11. FBS, on behalf of and at the direction of the Town Court, shall prepare notices for civil default judgments for docketing by the appropriate Town Court officials in certain instances where violators fail to respond to the aforesaid six (6) notices, as directed by the Town Court.

12. FBS shall provide all responding violators with information regarding all outstanding summonses, including summons number, date and type of violation, license plate number and amount of fine.

13. FBS, on behalf of and at the direction of the Town Court, shall notify the Department of Motor Vehicles of scofflaws with three (3) or more unanswered violations in an eighteen (18) month period in accordance with NYS VTL.

14. FBS agrees to devote reasonable best efforts to recover the full amount of the accounts placed for collection through persistent and diligent activity which shall be at all times legal and ethical and in compliance with applicable Government (Federal, State and Local) rules and regulations including without limitation, the Federal Fair Debt Collection Practices Act. FBS shall endeavor to maintain and preserve the violator's good will toward the Village and Town.

15. FBS shall maintain all records in relation to this Agreement and perform services as required herein at and from its own business premises. At all times that FBS holds Village and Town records or data in its possession, FBS shall protect the confidentiality and security of such records and data as required by applicable federal, state, and local law. During the term of this Agreement, FBS shall maintain cyber insurance, professional liability insurance and general liability insurance with limits of at least One Millions Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate ("FBS Insurance"). Upon the expiration or termination of the term of this Agreement, FBS shall maintain the FBS Insurance or purchase extended reporting endorsement coverage with respect to the FBS Insurance.

16. All fines remitted in response to the efforts of FBS shall be remitted directly to the Town Court. In no instance shall FBS engage in the service of, or be considered in any way, to be the escrowee of the Village or Town.

17. The parties further agree that all correspondence to be sent to scofflaws and violators shall be subject to the prior approval of the Town Court.

18. FBS hereby agrees to hold the Village and the Town harmless and indemnify against any liability including reasonable attorneys fees imposed upon the Village and/or Town as a result of acts and/or omissions of FBS in violation of this Agreement, of the Fair Debt Collection Act and/or of any applicable Federal, State and Local regulations. The Village agrees to hold FBS harmless and indemnify against any liability including reasonable attorneys fees imposed upon FBS as a result of erroneous or incorrect information transmitted by the Village to FBS and actions taken by FBS in reliance thereon. The Town agrees to hold FBS harmless and indemnify against any liability including reasonable attorneys fees imposed upon FBS as a result of acts and/or omissions of Town in violation of this Agreement and/or of any applicable Federal, State and Local regulations.

19. It is understood that FBS' relationship to the Village and the Town is that of an independent contractor and not its or their employee or agent. Any arrangements made by FBS with outside agents or attorneys shall be solely FBS' responsibility and shall in no way constitute or incur additional obligation on the

part of the Village or the Town, unless otherwise stated herein.

20. Compensation

A. Core Services. In exchange for the FBS services described in this Agreement and for the Village's and the Town's use during the term of this Agreement of all no-cost items identified in Exhibit A annexed hereto and incorporated herein, Village will compensate FBS on a contingent basis and FBS shall be entitled to:

| Interval/Age from | Fee | Cost |
|-----------------------------|-----|---------------------------|
| 0-30 Days | 0 | No Fee |
| After 31 Days from issuance | 30% | Based on Monies Collected |

All costs of operation incurred by FBS in furtherance of the services enumerated in this Agreement shall be borne solely by FBS, excluding statutory court and filing fees and fees imposed by the Department of Motor Vehicle directly upon the Village, which shall be borne solely by the Village. The compensation due FBS shall be based upon a percentage of that actually collected and not upon the face amount of the summons/ticket. FBS shall submit invoices to the Village and be compensated pursuant to customary Village billing procedures. Notwithstanding anything contained herein to the contrary, the Town shall not be required to pay any compensation to FBS under this Agreement except as described in Clause 18, above.

B. Other Programs, Services, Software, and Equipment. The Village shall also compensate FBS the amount of the "Total Client Cost" identified in Exhibit A, if applicable.

21. In addition to the FBS services described in this Agreement, FBS agrees to supply, if applicable, software and equipment contained in Exhibit "A" annexed hereto. The provisions of this Agreement, together with Exhibit A, identifies all FBS services, software, and hardware included under this Agreement. If the Village or Town desires additional services, software, or hardware from FBS, the parties may amend this Agreement to identify the scope, cost, and terms of such additional items.

22. NOTICE. All notices required to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to FBS:

Dennis J. Farrell

14 Front Street, Suite 107
Hempstead, NY 11550

If to the Village:

[INSERT ADDRESS]

With a copy to:

David E. Daniels
Daniels, Porco and Lusardi, LLP
1 Memorial Ave.
Pawling, NY 12564

If to the Town:

[INSERT ADDRESS]

With a copy to:

or to such other address as such party may have given to the other by notice pursuant to this paragraph 22. Notice shall be deemed given on the date of delivery, in the case of personal delivery or telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail. This paragraph 22 shall survive expiration or termination of the term of this Agreement.

23. Upon expiration or termination of the term of this Agreement:

- a) FBS shall provide to Village all accounts and related records in electronic format;
- b) Village shall return all property and discontinue use of any software and intellectual property owned or furnished by FBS, including all items referenced in this Agreement and Exhibit A; and
- c) Village will be responsible to FBS for FBS's fees which have been earned by FBS but are unpaid as of expiration or termination of the term of this Agreement but neither Village nor Town shall incur any other liability as a result of such termination or expiration. For the avoidance of doubt, the Village shall have no obligation to make any payment to FBS on account of monies collected after the expiration or termination of this Agreement on parking tickets issued in the Village either before or after such expiration or termination.

24. All equipment and hardware and software provided by FBS during the course

of this Agreement shall remain the property of FBS or the entity which licenses its use. All intellectual property provided by FBS during the course of this Agreement shall remain the property of FBS or the entity which licenses its use. All right, title and interest in and to any technical information of any party which is provided to any other party under this Agreement, including all ideas, concepts, software, interfaces, designs, text, graphics, animation, audio and/or digital video components, and all other component materials that are created by or for any party to this Agreement, including without limitation, any patents, copyrights, trademarks, trade secrets, and other intellectual or industrial property rights therein, shall remain the exclusive property of the providing party. All patents and other intellectual property and related rights in and to all inventions made and technical information developed together by the parties in the course of performance under this agreement shall be collectively owned by the parties and each party shall have the right to grant licenses to any third party for such collectively owned property without accounting to the other parties. All parties hereby grant to the others a non-exclusive limited license to use the intellectual property of the other as needed to perform obligations under this Agreement.

25. Backups of all Village records are retained in such a manner that all records are fully recoverable. This is achieved using a combination of image copies, incremental backups, differential backups, transaction logs, or other techniques. The frequency of backups is determined by the volatility of data; the retention period for backup copies is determined by the criticality of the data. At a minimum, backup copies are retained for 30 days. At least three versions of Village Records are maintained. One fully recoverable version of all Village records will be stored in a secure, off-site location. An off-site location may be in a secure space in a separate facility. The practice of taking backup media to the personal residence of staff persons is not acceptable. All Village Record information is stored on network file servers to allow for backup. Village Record information located directly on FBS workstations, laptops, or other portable devices should be backed up to networked file server drives. Required backup documentation includes identification of all critical data, programs, documentation, and support items that would be necessary to perform essential tasks during a recovery period. Backup and recovery processes are reviewed and updated regularly to account for new technology, business changes, and migration of applications to alternative platforms. Recovery procedures are tested on an annual basis.

26. Included in this Agreement is an online public payment service offered by FBS under the name "Parking Ticket Assist" (located online at www.parkingticketassist.com), which is a public-facing portal, maintained by FBS. Parking Ticket Assist facilitates online electronic credit and debit card payments from defendants/violators, while interfacing with the CaseTrax database for current violator information. During this Agreement, Parking Ticket Assist will interface with the backend card payment processing provider "All Paid" (see www.allpaid.com). THE TOWN HEREBY DESIGNATES ALLPAID AS THE TOWN's CARD PAYMENT MERCHANT SERVICE PROVIDER for tickets issued in the Village AND AUTHORIZES FBS TO INTERFACE WITH ALLPAID,

THROUGH PARKING TICKET ASSIST, TO FACILITATE ONLINE CARD PAYMENTS. Parking Ticket Assist: 1) enables ticket look-up and payment selection by a defendant/violator; 2) forwards data describing the payment amount and corresponding tickets to AllPaid (the designated card payment processing provider); 3) receives payment confirmation or rejection data back from AllPaid; and 4) updates the Town Court's CaseTrax case records to reflect payments processed by All Paid. Separate from AllPaid, FBS does not collect or store card payment account numbers or other card information on FBS-controlled systems and does not serve as the Town Court's or Village's card payment processing provider. Moreover, FBS does not serve as an escrow agent for the Town Court or Village in connection with the processing of card payments. FBS merely facilitates online payments by connecting defendants/violators to the designated card payment processing provider and updating the Town's CaseTrax case records accordingly, to reflect payments made and processed. The CaseTrax software will be provided by FBS to the Town Court without requiring any payment of licensing or other fees.

To engage AllPaid as the Town Court's card payment processing service provider, the Town will enter into AllPaid's separate agreement (currently known as a "Participation Agreement"), which contains all covenants, representations, warranties, and disclaimers between the Town and AllPaid. As the Town Court's merchant services provider, AllPaid deposits ACH payments directly to designated Town Court bank accounts. Neither FBS nor the Village is a party to AllPaid's Participation Agreement. Moreover, FBS is not responsible for and has no control over the systems or acts of AllPaid. FBS does not charge any additional fees for the Town Court to use its Parking Ticket Assist portal or the CaseTrax software; however, transactional convenience fees will be charged by AllPaid to violators who use the service, as described in the agreement between the Town and AllPaid.

27. This Agreement sets forth all of the terms and conditions of the agreement between the parties with respect to the subject matter hereof and may only be changed by a writing executed by all parties, except as otherwise provided herein.

28. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have read the foregoing and have caused their duly authorized representatives to enter into this Agreement, effective as of the date first written above.

Fundamental Business Service, Inc.

Village of Pawling

By: _____
(signature)

By: _____
(signature)

Printed
Name: Dennis J. Farrell
Title: President

Printed
Name: Lauri Taylor
Title: Mayor

Date Signed: _____

Date Signed: _____

Town of Pawling

By: _____
(signature)

Printed

Title:

Date Signed: _____

Exhibit "A"

Not Applicable



ROBERT ORR & ASSOCIATES LLC

June 6, 2022

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

Re: Letter of Agreement
Architectural Review Services

Dear Mayor Taylor,

This agreement is between the Village of Pawling, and the Consultant, Robert Orr, for Architectural Review services.

Services shall be furnished as requested from time to time by the Village of Pawling Board of Trustees, Planning Board and/or Zoning Board of Appeals (collectively, the "Boards").

Upon request of one or more of the Boards from time to time, the Consultant shall review projects which have been submitted to one or more of the Boards for site plan approval, special use permit, variances, zoning interpretations, rezoning and/or other zoning approvals. Such review will focus on the project's exterior design, configuration and site location, including but not limited to materials, colors, building configuration, and siting and other considerations deemed relevant by the Consultant. Based on such review, the Consultant shall issue his professional opinion as to (i) any material visual and/or aesthetic impacts of the proposed project on the character of the surrounding neighborhood, the zoning district in which the project is located and/or the Village as a whole and (ii) the conformity of the proposed project with the Village's comprehensive plan (collectively the "Impacts"). Where the Consultant finds that the project may have one or more significant adverse Impacts, the Consultant is also authorized to recommend changes to the project which in his opinion would eliminate or mitigate any such adverse Impacts.

The Consultant shall furnish services at an hourly rate of \$250/hour or \$2,000/per diem, inclusive of travel time but exclusive of reimbursable expenses, billed at 1.15 times cost.

Deliverables shall be limited to opinions based on information furnished by the Client as well as the Consultant's visual observations and professional skill and knowledge. Opinions and recommendations shall not include, building interiors, construction integrity, or mechanical/electrical/plumbing systems.

The Village shall indemnify and defend the Consultant from any third party claims, damages, costs and expenses arising from the Consultant's performance of the services set forth herein, excluding however matters arising from the Consultant's gross negligence or willful misconduct.

Consultant
Printed

Robert Orr

Signed



Dated

June 6, 2022

Client
Printed

Lauri Taylor

Signed

Dated

Job Estimate

2200013



Rooney Electric

(845)-891-9083

Timothyrooney3@gmail.com

Date:

April 25, 2002

Job Name:

Lower Baxter

Well head # 1

Pawling Ny, 12564

JOB DESCRIPTION: New wiring for well head # 1 Lower Baxter

- Remove old wiring from well # 1
- Trenching from Baxter pump house to existing well head # 1
- Road will have to be opened and we shall provide a cold patch on opened road when were finished with job
- Install PVC sch 40 pipe from pump house to well head # 1
- Install PVC sch 80 pipe under neath road to protect properly from damage
- Run new electrical wires in conduit, tie into existing switch in pump house and tie in to the existing power box and well # 1
- Provide back fill with grass seed and coverings

TOTAL JOB COSTS: \$10,500.00

**Estimate valid for 7 days*

We propose to furnish material and labor to complete job in accordance to job description listed above. All aspects of job description are based on discussions/plans provided by the contractor. Any open dry wall (sheet rock) or plaster required to run wires shall be patched and painted by other contractors. Any dimmer switching is not covered in the above proposal and will be billed separately as an add-on. Any changes to the proposed job description shall be considered a change order to the original plans and will be billed separately. All permit and inspection fees included in total costs listed above.

Payments will be made in 2 increments. 50% due prior to job commencement and 50% upon job completion. All payments due within 7 days of job completion.

Acceptance of Proposal: The above prices and job specification are satisfactory and hereby accepted by all parties.

X _____



2197 State Route 55, Lagrangeville, NY 12540
845-590-6947

Estimate 16218358
Job 16211820
Estimate Date 5/26/2022
Customer PO

Billing Address
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564 USA

Job Address
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564 USA

Estimate Details

Water line repair ceiling

| Task # | Description | Quantity | Your Price | Your Total |
|-------------------------------|---|----------|------------|------------|
| Plumbing | Run new 1-1/4" copper water line from meeting room to mechanical room. | 1.00 | \$5,700.00 | \$5,700.00 |
| | Abandon galvanized water line in floor. | | | |
| | Not sure what is connected to existing underground water that will be disconnected. | | | |
| | May need to run more water pipe if building is missing water in certain locations. | | | |
| Sub-Total | | | | \$5,700.00 |
| Dutchess County 8.125% | | | | \$0.00 |
| Total | | | | \$5,700.00 |

Thank you for choosing Kulk's Plumbing and Heating

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Kulk's Plumbing and Heating as a good faith estimate of work to be performed at Village of Pawling [the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Pricing is valid for only 14 days from date of Estimate.



2197 State Route 55, Lagrangeville, NY 12540
845-590-6947

Estimate 16222701
Job 16211820
Estimate Date 5/26/2022
Customer PO

Billing Address
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564 USA

Job Address
Village of Pawling
9 Memorial Avenue
Pawling, NY 12564 USA

Estimate Details

Water repair in floor

| Task # | Description | Quantity | Your Price | Your Total |
|----------|---|----------|------------|------------|
| Plumbing | Open concrete in mechanical room to expose pipe. | 1.00 | \$3,200.00 | \$3,200.00 |
| | Install a 1-1/4" clamp collar around pipe to stop leak. | | | |
| | Re pour concrete. | | | |

| | |
|-------------------------------|------------|
| Sub-Total | \$3,200.00 |
| Dutchess County 8.125% | \$0.00 |
| Total | \$3,200.00 |

Thank you for choosing Kulk's Plumbing and Heating

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Kulk's Plumbing and Heating as a good faith estimate of work to be performed at Village of Pawling [the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Pricing is valid for only 14 days from date of Estimate.