AGENDA ITEMS

VILLAGE BOARD MEETING

05/14/2014

Office of the Clerk
VILLAGE OF WAPPINGERS FALLS
2582 South Ave.
Wappingers Falls, N.Y. 12590
(845)-297-8773 Fax (845)-298-2645

4/14/2014

Legal Notice

NOTICE OF **PUBLIC HEARING** REGARDING THE STORMWATER MANAGEMENT PROGRAM ANNUAL REPORT

PLEASE TAKE NOTICE that pursuant to rules and regulations governing the STORMWATER MANAGEMENT PROGRAM ANNUAL REPORT for the past year , the Board of Trustees and Stormwater Coordinator of the Village of Wappingers Falls will hold an Public Hearing at the Village Hall 2582 South Ave. in said Village on the 14th day of May 2014 at 7:00 PM.

The purpose of the Public Hearing is to provide for public participation and comments in reference to status of objectives for 2014 and to obtain the views of residents on community stormwater runoff concerns.

At the scheduled Public Hearing, any interested person or party will be offered an opportunity to be heard, or to submit a written statement.

John M. Karge RMC, CMC
Village Clerk

April 14, 2014
Wappingers Falls, NY

Village of Wappingers Falls

INCORPORATED 1871

2582 SOUTH AVENUE, DUTCHESS COUNTY, WAPPINGERS FALLS, N.Y. 12590-2701

OFFICE OF

TELEPHONE: (845) 297-8773
FAX: (845) 298-2645

April 23, 2014

The Village of Wappingers Falls Recreation Department held their annual Easter Egg Hunt on Saturday, April 12th in the Mesier Park. The 70 degree weather brought out 150 kids and parents. The children got to take their picture with the Easter Bunny, hunt for 4,000 eggs & dance with the dj. The kids also enjoyed recycling their Easter Eggs for next year. The Recreation Department would like to thank the following: Village of Wappingers Falls Police Department (Child ID), ShopRite, Dutchess County Girl Scouts, Peter Antonelli-Hudson Valley Karate, Francine DiPolito and the many volunteers.

Commander W. Mike Goebel
Victor L. Bracone VFW Post 5913
8 School Street
Wappingers Falls, NY 12590
(845) 297-9813

Commander Raymond C. Chase Jr.
American Legion Post 427
7 Spring Street
Wappingers Falls, NY 12590
(845)297-2943

May 8, 2014

TO: Village of Wappingers Board
2628 South Avenue
Wappingers Falls New York 12590

Subject: Service's for Memorial Day on May 26th, starting at 9am
At the Mesier Homestead.

You are cordially invited to participate in the Memorial Day Services. "We will honor every veteran who has given the ultimate sacrifice".

The VFW Post 5913 and the American Legion Post 427 will hold its services to honor the veterans of the United States of America rain or shine.

We will assemble at Meiser Homestead.

Refreshments will be served after the Service at the VFW Post 5913.

VFW Commander

W. Mike Goebel

American Legion Commander

Raymond C. Chase Jr.

Please let me know if you wish to participate by 5/21/14either by phone 297-9813 or 297-2943 or by letter to W. Mike Goebel, 8 School St., Wappinger Falls, NY.,12590 or Raymond C. Chase Jr. 11 Downey Avenue, Wappingers Falls, NY. 12590

Engineering and Land Surveying, P.C.

56 Main Street • Poughkeepsie, NY 12601
Ph (845) 471-7898 • Fax (845) 471-0905
E-mail: info@kcepc.com • Web: www.kcepc.com

HAND DELIVERED/E-MAIL:

May 8, 2014

Village Board
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, New York 12590

Attention: Hon. Matt Alexander, Mayor

Reference: CWSRF Engineering Contract
CWSRF / Hardship Loan
SRF No. C3-5325-01-00

Dear Mayor Alexander & Village Trustees:

Enclosed please find an amended Contract Agreement between the Village of Wappingers Falls and KC Engineering and Land Surveying, including our Utilization Plan and Waiver Request form for M/WBE participation goals for the above referenced project. Please place this on your May 14th, 2014 agenda for approval.

Please note that KC Engineering's rate structure is included in the contract, however, all previous proposed project budgets will be maintained.

If there are any questions on the above, please do not hesitate to contact me.

Very truly yours,

Joseph E. Paggi, Jr., P.E.
Senior Vice President

JEP:law
Enclosure
cc: Hon. John Chase
Hon. Scott Davis
Hon. Kevin Huber
Hon. Jennifer Niznik
Hon. Denise Calabrese
Hon. Ronnie Komornik
Jennifer Brown, Village Treasurer
Raj Ravilla, P.E.

CONTRACT

BETWEEN THE

VILLAGE OF WAPPINGERS FALLS

AND

KC ENGINEERING AND LAND SURVEYING, PC

WHEREAS, the Village of Wappingers Falls was granted a Hardship Loan from the Environmental Facilities Corporation (EFC) Clean Water State Revolving Fund (CWSRF), No. C3-5325-01-00 on September 12, 2013 in the amount of $14,846,000; and

WHEREAS, the Village of Wappingers Falls is required to retain the services of a Licensed Professional Engineering and Land Surveying firm to accomplish the contract as set forth in the approved Engineer's Report; and

WHEREAS, Paggi, Martin & Del Bene, LLP has been the engineering consultant to the Village of Wappingers Falls in excess of thirty (30) years; and

WHEREAS, Paggi, Martin & Del Bene, LLP has assisted the Village of Wappingers Falls in the preparation of this EFC/CWSRF application and has prepared the approved Engineer's Report;

WHEREAS, Paggi, Martin & Del Bene, LLP merged with KC Engineering and Land Surveying, PC on May 1st, 2014 and will conduct all future business activities under the name KC Engineering and Land Surveying, PC; and

THEREFORE, let it be resolved that:

1. The Village of Wappingers Falls retains the Engineering firm of KC Engineering and Land Surveying, PC to provide the necessary Civil Engineering and Land Surveying services for the CWSRF Project No. C3-5325-01-00

2. KC Engineering and Land Surveying, PC will be paid on an hourly rate for work performed in accordance with the schedule attached thereto as Appendix A.

3. The fees that will be paid KC Engineering and Land Surveying, PC are shown and included in the attached spreadsheet under the column "Fees" as Appendix "B" and as further explained in the attached spreadsheet under Appendix C.

4. From time to time KC Engineering and Land Surveying, PC may require the assistance of a subcontracted professional firm. That subcontracted professional firm will be required to provide a written proposal to KC Engineering and Land Surveying, PC. Said proposal will be approved subsequently by the Village Board including the appropriate insurance requirements.

5. The Contract is made with the understanding that either party can terminate the contract with six (6) months notice.

6. The Contract is made with the understanding that KC Engineering and Land Surveying, PC will comply with current M/WBE utilization requirements (copy attached as Appendix "C") recognizing all EFC approved waivers.

By signature below by the Mayor of Village of Wappingers Falls and Joseph E. Paggi, Jr., Senior Vice President, KC Engineering and Land Surveying, this contract is deemed valid.

Hon. Matt Alexander, Mayor Village of Wappingers Falls	Date
Joseph E. Paggi, Jr., P.E., Senior Vice President KC Engineering and Land Surveying	5/8/14 Date

WAPPINGERS
Central School District

Tri-State Consortium
Member

OFFICE OF CONTINUING EDUCATION
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NEW YORK 12590
(845) 298-5000 x 40137
FAX (845) 298-5928
JEFFREY BEHNKE, COORDINATOR

Middle States Association
Of Colleges and Schools
Member

Commander Raymond Chase Jr.
American Legion Post 427
Wappingers Falls,NY

The Continuing Education Department of the Wappingers Central School District would like to use the American Legion hall this summer to conduct our English as a Second Language class. Last year your building was the perfect venue for our class as most of the students live in or near the village of Wappingers and many of them walk to class..

We would like to begin classes on June 30th and end on August 20th. We would like to meet on Mondays, Tuesdays and Wednesdays from 9:00 AM – 1:00 PM. We will make sure that you have an insurance rider from the WCSD covering your location under our general insurance policy well before the classes are due to start.

We thank you in advance for your consideration of this request and appreciate your co-operation in the past with the WCSD.

Sincerely,

Jeff Behnke

Jeff Behnke, Coordinator of Continuing Education
Wappingers Central School District
845-298-5000 ext. 40130

COPY. TR. NIZNIK
V/O W.F. CLERK
J. KARGE

F/Y/I — 5/1/2014
MAYOR MATT ALEXANDER
COMMANDER AIL.
Raymond C. Chase Jr

WAPPINGERS
Central School District

Tri-State Consortium
Member

OFFICE OF CONTINUING EDUCATION
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NEW YORK 12590
(845) 298-5000 X 40137
FAX (845) 298-5928
JEFFREY BEHNKE, COORDINATOR

Middle States Association
Of Colleges and Schools
Member

Commander Raymond Chase Jr.
American Legion Post 427
Wappingers Falls, NY 12590

On behalf of the Wappingers Central School District we would like to thank the American Legion for generously allowing our English as a Second Language class to meet during the summer months in your building free of cost. During the year we meet in the basement of the Grinnell Library but during the summer months the library holds their summer reading program in that room.

Since most of our students walk to class we needed a venue in the village of Wappingers. The American Legion Hall was a perfect fit for us. Once again thank you for helping us make a smooth transition to a new location.

Sincerely,

Jeff Behnke

Jeff Behnke, Continuing Education Coordinator

Marco Pochintesta

Marco Pochintesta, Superintendent of Schools

RECEIVED
MAY 08 2014
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

Commander Mike Goebel
Victor L. Bracone VFW Post 5913
8 School Street
Wappingers Falls, NY 12590
(845) 297-9813

May 7, 2014

Commissioner Carl Calabrese
2628 South Avenue
Wappingers Falls, NY 12590

Dear Commissioner Calabrese:

The Veterans of Foreign Wars of United States of America, Victor L. Bracone Post 5913 would like to inform you that the members of the post have given the Men's Auxiliary permission to hold there semi annual fund raiser on Memorial day weekend, May 24th and 25th. They will be on West Main Street and Delavergne Avenue by the traffic light. The men's auxiliary will be doing the coin drop as they have done in the past. The monies collect will be for the post and to support our troops. We donate to castle point and other Veterans Organizations and send items overseas. If you need any other information from us, please fill free to contact me or one my officers.

Sincerely,

W. Mike Goebel
Commander

Cc: Post Adjutant
Village Clerk

VILLAGE OF WAPPINGERS FALLS
DEPARTMENT OF WATER SUPPLY
2582 South Avenue
Wappingers Falls, New York 12590
(845)- 297-8773 x8 Fax (845)-298-2645

May 12, 2014

To:
Matt Alexander, Mayor
Village Board of Trustees
Wappingers Falls, N.Y. 12590

Re: Unpaid Water/Sewer Bills

Enclosed please find the list of Consumer's Unpaid Water/Sewer bills as of April 1, 2014 (for year 2013) in the amount of $190,086.57
to be applied on the 2014 tax roll.

Water- $119,249.58 Sewer - $70,836.99 Total - $190,086.57

Department of Water Supply

Village of Wappingers Falls

INCORPORATED 1871

2582 SOUTH AVENUE, DUTCHESS COUNTY, WAPPINGERS FALLS, N.Y. 12590-2701

OFFICE OF

TELEPHONE: (845) 297-8773
FAX: (845) 298-2645

May 8, 2014

Mayor & Village Board Of Trustees
Wappingers Falls NY 12590

Re: Unpaid Residential Garbage Bills

Enclosed please find the list of Consumer's Unpaid Garbage bills as of April 1, 2014 (for year 2013) in the amount $53,204.01.

This will be applied on the 2014 tax roll.

Sincerely,

Heather M. McCormick

Heather M. McCormick
Residential Garbage Clerk

Cc: Jennifer Brown, Treasurer

Wappingers Falls Hydroelectric, LLC
16 Orbit Lane
Hopewell Junction, New York 12590
845-897-4194

RECEIVED
APR - 4 2014
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS
DEPUTY CLERK/DEPUTY TREASURER
VILLAGE OF WAPPINGERS FALLS

April 2, 2014

Mayor and Trustees
Village of Wappingers Falls

Re: Repairs to the Wappingers Dam.

Dear Mayor and Trustees;

I am writing to request a response to my letter of May 13, 2014 regarding a time line for repairs and to our proposal to do the repairs on the dam ourselves. The FERC is requesting timely updates as to your progress and at this point I have nothing to provide them other than that the Village had made a motion to bond $250,000 on 10/10/2012 for the repair.

Please provide a response as soon as possible.

Sincerely,

Sarah L. Bower

Sarah L. Bower
President, Wappingers Falls Hydroelectric, LLC

Wappingers Falls Hydroeclectric,, LLC

16 Orbit Lane
Hopewell Junction, N.Y. 12533

Invoice

Date	Invoice #
4/3/2014	5

Bill To
Village of Wappingers Fall

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APR - 4 2014
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS
DEPUTY CLERK/DEPUTY TREASURER
VILLAGE OF WAPPINGERS FALLS

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Kleinschmidt Associates Feb 2014	2,787.96	1,393.98
0.5	Kleinschmidt Associates March 2014	3,560.48	1,780.24
		Total	$3,174.22

Invoice

Kleinschmidt Associates, PAPC
141 Main Street
PO Box 650
Pittsfield, ME 04967
(207) 487-3328

Kleinschmidt Associates, PA, PC
Energy & Water Resource Consultants

Copy

March 13, 2014
Invoice No: 000201402621
Project Manager John Slagle

Sarah Bower-Terbush
Windsor Machinery Co.
16 Orbit Lane
Hopewell Jct, NY 12533

Project 0418006.01 Wappinger Falls AIR Support
LETTER AUTHORIZATION
Professional Services from February 01, 2014 to February 28, 2014.

Phase 10 TASK 1 IDF

Professional Fees

	Hours	Rate	Amount	
Coffin, Jeffrey	2.00	163.00	326.00	
Jones, Jennifer	22.50	114.00	2,565.00	
Totals	24.50		2,891.00	
Total Labor				**2,891.00**

Unit Billing

Computer Time	6.0 Hours @ 7.00	42.00	
Total Units		**42.00**	**42.00**

Other Expenses

Communication Charge	86.73	
Total Other Expenses	**86.73**	**86.73**

Subtotal this Phase **$3,019.73**

Phase 90 PROJECT MANAGEMENT

Professional Fees

	Hours	Rate	Amount	
Slagle, John	3.00	175.00	525.00	
Totals	3.00		525.00	
Total Labor				**525.00**

Other Expenses

Communication Charge	15.75	
Total Other Expenses	**15.75**	**15.75**

Subtotal this Phase **$540.75**

Total this Invoice (in USD) **$3,560.48**

	Current	Prior	Total
Billings to Date	**3,560.48**	**2,787.96**	**6,348.44**

WFH ✓ #1444
3/18/14
$3,560.48

Invoice

Kleinschmidt Associates, PAPC
141 Main Street
PO Box 650
Pittsfield, ME 04967
(207) 487-3328

Kleinschmidt Associates, PA, PC
Energy & Water Resource Consultants

Copy

February 13, 2014
Invoice No: 000201401609
Project Manager John Slagle

Sarah Bower-Terbush
Windsor Machinery Co.
16 Orbit Lane
Hopewell Jct, NY 12533

WFH
Part 12

Project 0418006.01 Wappinger Falls AIR Support
LETTER AUTHORIZATION
Professional Services from December 28, 2013 to January 31, 2014.

Phase 10 TASK 1 IDF

Professional Fees

	Hours	Rate	Amount	
Cianchette, Tamara	.25	71.00	17.75	
Coffin, Jeffrey	3.50	163.00	570.50	
Jones, Jennifer	10.50	114.00	1,197.00	
Schimpff, Michael	1.00	182.00	182.00	
Totals	15.25		1,967.25	
Total Labor				**1,967.25**

Other Expenses

Communication Charge		59.02	
Total Other Expenses		**59.02**	**59.02**

Subtotal this Phase **$2,026.27**

Phase 90 PROJECT MANAGEMENT

Professional Fees

	Hours	Rate	Amount	
Myrick, Sheila	.50	79.00	39.50	
Slagle, John	4.00	175.00	700.00	
Totals	4.50		739.50	
Total Labor				**739.50**

Other Expenses

Communication Charge		22.19	
Total Other Expenses		**22.19**	**22.19**

Subtotal this Phase **$761.69**

Total this Invoice (in USD) **$2,787.96**

	Current	Prior	Total
Billings to Date	**2,787.96**	**0.00**	**2,787.96**

WFH ✓ #1436
$2787.96 3/4/14

Wappingers Falls Hydroeclectric,, LLC

16 Orbit Lane
Hopewell Junction, N.Y. 12533

Invoice

Date	Invoice #
4/22/2014	6

RECEIVED
APR 22 2014
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS
DEPUTY CLERK/DEPUTY TREASURER
VILLAGE OF WAPPINGERS FALLS

Bill To
Village of Wappingers Fall

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Kleinschmidt Associates (Invoice Attached)	7,345.34	3,672.67

Thank you for your business.

Total $3,672.67

Copy for V of C

Invoice

Kleinschmidt Associates, PAPC
141 Main Street
PO Box 650
Pittsfield, ME 04967
(207) 487-3328

Kleinschmidt Associates, PA, PC
Energy & Water Resource Consultants

April 11, 2014
Invoice No: 000201403617
Project Manager John Slagle

Sarah Bower-Terbush
Windsor Machinery Co.
16 Orbit Lane
Hopewell Jct, NY 12533

Project 0418006.01 Wappinger Falls AIR Support
LETTER AUTHORIZATION

Professional Services from March 01, 2014 to March 28, 2014.

Phase 10 TASK 1 IDF

Professional Fees

	Hours	Rate	Amount	
Cipolla, Nancy	2.00	67.00	134.00	
Coffin, Jeffrey	6.50	163.00	1,059.50	
Halverson, Bruce	1.00	153.00	153.00	
Jones, Jennifer	36.75	114.00	4,189.50	
Maynard, Tracy	1.25	111.00	138.75	
Myrick, Sheila	.25	79.00	19.75	
Slagle, John	4.00	175.00	700.00	
Totals	51.75		6,394.50	
Total Labor				**6,394.50**

Reimbursable Expenses

Travel/Other - Reimb

3/11/2014	Jones, Jennifer	FEMA FIS	10.00	
	Total Reimbursables		**10.00**	**10.00**

Unit Billing

Computer Time	4.0 Hours @ 7.00	28.00	
Total Units		**28.00**	**28.00**

Other Expenses

Communication Charge	191.84	
Total Other Expenses	**191.84**	**191.84**

Subtotal this Phase **USD 6,624.34**

Phase 90 PROJECT MANAGEMENT

Professional Fees

	Hours	Rate	Amount	
Slagle, John	4.00	175.00	700.00	
Totals	4.00		700.00	
Total Labor				**700.00**

Other Expenses

Communication Charge	21.00	
Total Other Expenses	**21.00**	**21.00**

Subtotal this Phase **USD 721.00**

Total this Invoice (in USD) **USD 7,345.34**

	Current	Prior	Total
Billings to Date	**7,345.34**	**6,348.44**	**13,693.78**

KEYSTONE ASSOCIATES
ARCHITECTS, ENGINEERS AND SURVEYORS, LLC

Also Doing Business As (DBA):

HAWK
ENGINEERING

Kenneth D. Ellsworth, P.E.
Managing Member

Paul L. Bedford, AIA
Architect

Rodney L. Carey, L.S.
Land Surveyor

Kordian W. Wichtowski, R.A.
Architect

April 9, 2014

Hon. Mayor Alexander
Village of Wappingers Falls
2628 South Avenue
Wappingers Falls, New York 12590

RE: Proposal for Engineering Services
Dam Safety Regulations Compliance
Wappingers Falls Dam
Dutchess County
Wappingers Falls, NY
NYS ID: 212-0613

RECEIVED
APR 14 2014
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS
DEPUTY CLERK/DEPUTY TREASURER
VILLAGE OF WAPPINGERS FALLS

Dear Mayor Alexander:

Keystone Associates Architects Engineers and Surveyors, LLC (hereinafter called "Consultant") is pleased to be given the opportunity to submit this proposal to the Village of Wappingers Falls (hereinafter called "Client") to provide Engineering Services related to providing construction plans and specifications for repairs to Wappingers Falls Dam. Based on the recommendations in the Dam Engineering Assessment Report dated December 5, 2013, we believe the scope of the project to be as follows:

PROJECT DESCRIPTION

It is our understanding that you are in interested in completing repairs to the Wappingers Falls Dam as recommended by the Dam Engineering Assessment Report prepared by our office dated December 5, 2013. The work consists of the following: repairing loose or replacing lost stonework along the face of the dam, removal of vegetation from the downstream face of the dam, remove tree from the west abutment, investigate leakage underneath the concrete cap and repair if necessary, and close a gap between the concrete cap and east abutment.

SCOPE OF BASIC SERVICES

The following is an outline of the services necessary to complete this project.

A. Design of Remedial Measures

The Contract Documents shall include plans for the remedial repair measures, details and notes. The plans will be 24"x 36" in size unless local authority requirements are different.

58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515
E-mail: info@keyscomp.com
www.keyscomp.com

1. Plan and Profile:

   The Plan and Profile will include the existing plan and profile based on as-built construction plans indicating the areas requiring remedial repairs. Best management practices to control erosion and sedimentation at the project site will be used to stabilize disturbed areas during and after construction.

2. Detail Sheet:

   The detail sheet will include the necessary details for the project.

3. Design Notes:

   The design notes will be prepared on the plan and are to include site improvements including but not limited to the following: general requirements, erosion control and site specialty notes not covered by separate notes or referenced to specific municipal or agency specifications.

B. Bidding Assistance

1. Provide final Construction Documents with a Project Manual including Division 0 & 1 along with the required technical specifications.

2. Assist the Client in printing of bid documents and distribute to bidders and plan houses. (Cost of reproduction of plans and specifications are not included in estimated fee and will be billed as a reimbursable.)

3. Conduct and document the Pre-Bid Conference.

4. Prepare and distribute necessary addenda based on written questions submitted by the bidders.

5. Assist Client in evaluation of bids received.

C. Construction Administration

The purpose of the Construction Administration Phase is to observe the construction and determine if the construction is proceeding in accordance with the Contract Documents. [Total number of hours for this phase shall be limited to 30 hours. Note that if additional time is anticipated above the hours noted then an additional fee will be required before continuing.]

1. Conduct and document a pre-construction meeting.

2. Conduct and document job meetings. Distribute job-meeting minutes to necessary parties.

3. Perform periodic; on-site observation (assumes semi-monthly observation visits combined with job meetings) required to verify work is being performed in accordance with the Contract Documents.

4. Interpret drawings and specifications.

5. Review and process project submittals, proposal requests, change orders and payment applications.

6. One Punch List shall be created with an additional final walk-through to verify completion of Punch List. Any additional Punch List reviews shall be at an additional fee.

QUALIFICATIONS

Consultant shall assume the following items to form a basis of this contract:

1. Project shall be designed based on a single prime contract. General Contractor shall provide all coordination with other trades.
2. Unless otherwise provided in this Agreement, the Consultant shall have no responsibility for the discovery, presence, physical sampling tests or surveys, handling, removal, disposal or Project Management and air monitoring of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
3. Making revisions in the Project Manual, Drawings or other documents will be considered additional services when such revisions are:
   a. Inconsistent with information, documents, specifications, drawings, approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program, schedules or project budget.
   b. Required by the enactment or revision of code, laws or regulations subsequent to the preparation of the Construction Documents.
   c. Required as a result of hidden condition; or a result of inadequate coordination of services, information or documents received by the Consultant; or a result of inadequacies of, or inaccuracies in, any documents, tests or other information, received by the Consultant, about the site or the existing building, structure, system or material.
4. The Consultant shall not be responsible for obtaining any permits required for this project. Assistance in providing the required data to receive permits will be provided.
5. Contractor shall provide record drawings. No record drawings shall be provided by the Consultant.
6. Preparation of Contract between Client and Contractor shall be by Client.

The following services are not included:

1. Opinion of Probable Costs.
2. NYS Short or Long Form Environmental Assessments.
3. Article 15 NYS Stream Disturbance Permits.
4. Boundary and/or topographic survey and mapping.
5. Construction Layout.
6. Wetlands delineation's or evaluations.
7. Detailed inspections or more frequent project review and observation services than we described in our Scope of Basic Services. If more extensive project observation or full-time project representation is desired, they would be considered as additional services not part of this proposal.
8. A guarantee or warranty of the performance of, or responsibility for, the acts or omissions of any contractor or anyone else furnishing materials or performing any work on the project.

Services not set forth above as Basic Services of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

Consultant will furnish Additional Services as may be requested for an additional fee.

TIME SCHEDULE

We anticipate completion of the above Scope of Basic Services in two (2) months from receipt of signed Contract. If the services covered by this Proposal have not been completed within this time, through no fault of Consultant, a time extension and fee adjustment to complete our services may be renegotiated.

FEE SCHEDULE

We propose to complete the above Scope of Basic Services on an hourly basis for the following estimated fees:

A.	Design of Remedial Measures	$3,200.00
B.	Bidding Assistance	$2,500.00
C.	Construction Administration	$2,700.00
	Total Estimated Fee	**$8,400.00**

The above fee estimate is provided for general budgeting purposes only. You will be billed for the actual time, materials and expenses incurred in performing the above scope of basic services in accordance with our current Fee Schedule which is attached. As such, your actual fee may be more or less and is dependent upon project complexity and any unforeseen issues that may arise during the course of the project.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed in accordance with the current Fee Schedule in addition to the estimated fee.

AGREEMENT TERMS

Standard Proposal Agreement terms are noted in the attached Schedule A and Schedule B.

SUPPLEMENTARY AGREEMENT TERMS

Statutes, Codes & Regulations

Consultant shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during Consultant's services. The client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that the services will comply with the interpretation of such requirements by others.

This Proposal, along with the attached Standard Terms and Conditions, Schedule A, Schedule B, and the Fee Schedule represents the entire understanding between the Client and Consultant with respect to this project, and may only be modified in writing signed by both parties.

We trust that we have responded to your request and if you have any questions or need additional information, please do not hesitate to contact our office. This proposal is valid for ***thirty (30)*** days from the date of this letter. This proposal will become contractual by signing the signature resolution and returning one copy to our office.

Thank you for your consideration of this proposal. Please contact our office if you have any questions or comments.

Respectfully,

Keystone Associates
Architects, Engineers and Surveyors, LLC

Ronald Cobb

Ronald P. Cobb
Senior Designer

Enclosures

RPC:nlm

P:\Proposals\2014\P06914 - VofWappingersFalls_ConstructionPlansforDamRepairs\P06914_wappingers falls dam repairs.docx

Offered By:

Kenneth D. Ellsworth

(Signature)

Kenneth D. Ellsworth, P.E.
Managing Member 04/09/14

(Printed Name & Title) (Date)

Keystone Associates, Architects, Engineers and Surveyors, LLC
DBA Hawk Engineering

(Architect/Engineer)

Signature Resolution:

A. Individual Signer:

I _____
(Name)

am personally executing this agreement between Keystone Associates Architects, Engineers and Surveyors, LLC and myself as an individual and not on behalf of any other entity. Therefore, I will be personally and individually obligated to honor all of the terms of this agreement.

B. Company Signer:

Be it hereby resolved that I, _____,
(Name)

am a _____ of
(member, partner, officer, director or shareholder)

_____ and have
(Company)

been given the authority by its _____ to
(members, partners or shareholders)

execute this agreement between Keystone Associates Architects, Engineers and Surveyors, LLC and _____.
(LLC, Partnership or Corporation)

This agreement will therefore obligate _____
(LLC, Partnership or Corporation)

and all of its _____ to be obligated to honor
(members, partners or shareholders)

all of the terms of this agreement.

_____
Client Name

_____
Client Authorized Signature Date

STANDARD TERMS AND CONDITIONS
Schedule A

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Architects, Engineers, and Surveyors, LLC also doing business as (DBA) Hawk Engineering (CONSULTANT) and CLIENT.

GENERAL TERMS & CONDITIONS

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) in respect of the Project and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

Electronic Files

Prior to the CONSULTANT providing to the CLIENT any instruments of Service in electronic form or the CLIENT providing to the CONSULTANT any electronic data for incorporation into the instruments of Service, the CLIENT and the CONSULTANT shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances.

Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgement and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

Right of Entry

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Promotional and Professional Materials

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project.

PAYMENT AND TERMINATION

Payment Due

Invoices shall be submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, the CONSULTANT may suspend performance of services upon seven (7) calendar day's notice to the CLIENT. The CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of

this Agreement by the CLIENT. Upon payment in full by the CLIENT, the CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the CONSULTANT to resume performance.

Termination of Services

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the CLIENT upon not less than seven days' written notice to the CONSULTANT for the CLIENT's convenience and without cause.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

Set-offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT's services to the date of payment and is not aware of any deficiencies in those services.

Disputed Invoices

If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved by means which the CONSULTANT deems appropriate. If such matter relates to or is the subject of a lien arising out of the CONSULTANT's services, the CONSULTANT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ALLOCATION OF RISK

Limitation of CONSULTANT's Liability

To the fullest extent permitted by law, total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the total reimbursement received by CONSULTANT from CLIENT on this Project or fifty thousand dollars ($50,000.00), whichever is less.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractor's or CONSULTANTS; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

Information Provided By Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

STANDARD TERMS AND CONDITIONS

Schedule B

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Architects, Engineers, and Surveyors, LLC also doing business as (DBA) Hawk Engineering (CONSULTANT) and CLIENT.

Construction Phase

CONSULTANT makes no guarantee or warranty either expressed or implied as to the completion or quality of the performance of the contract or as to the completion or quality of performance of contracts by CONTRACTOR(s) or other third parities. Nor is CONSULTANT responsible for CONTRACTOR(s) or third parties acts or omissions.

Construction Observation

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the CONSULTANT, in order to observe the progress and quality of the Work completed by the CONTRACTOR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CONTRACTOR's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the CONSULTANT shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.

The CONSULTANT shall not supervise, direct or have control over the CONTRACTOR's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the CONTRACTOR nor for the CONTRACTOR's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the CONTRACTOR.

The CONSULTANT shall not be responsible for any acts or omissions of the CONTRACTOR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the CONTRACTOR and shall not be responsible for the CONTRACTOR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Shop Drawings and Samples

The CONSULTANT shall review or take appropriate action on the CONTRACTOR submittals, such as shop drawings, product data, samples and other data, which the CONTRACTOR is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the CONTRACTOR. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the CONTRACTOR. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review of the pertinent submissions will be the sole expense and responsibility of CONTRACTOR.

KEYSTONE ASSOCIATES
ARCHITECTS • ENGINEERS • SURVEYORS, LLC

2014
Architectural/Engineering/Surveying Fee Schedule

Revised 01/20/2014

Hourly Rates:

Managing Member/Member	$140.00/Hour
Sr. Architect/Sr. Engineer/ Sr. Planner/ Sr. Surveyor	$120.00/Hour
Architect/Engineer/Surveyor	$100.00/Hour
Sr. Environmental Scientist	$100.00/Hour
Sr. Designer/Sr. Construction Manager	$ 90.00/Hour
Designer	$ 80.00/Hour
Environmental Scientist	$ 75.00/Hour
Sr. Technician	$ 70.00/Hour
Construction Administrator	$ 65.00/Hour
Technician	$ 60.00/Hour
Administration	$ 40.00/Hour

Additional Rates:

1 Man Crew w/GPS or Robotic	$ 85.00/Hour
Expert Testimony & Related Investigations	$120.00/Hour
Two Man Survey Field Crew	$120.00/Hour
NYS Prevailing Wage Rates/ 2 Man Crew	$250.00/Hour
(All counties except as follows: Delaware, Orange, Rockland, Sullivan, Ulster Counties	$320.00/Hour)

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Rates will be revised on January 1 of every year.

The following reimbursable expenses are also included for your information:

Member designates ownership percentage of firm.

REIMBURSABLE EXPENSES:

Reproduction/Prints/Scans

In-House Prints.....24x36	$2.50/Each
In-House Prints.....30x42	$3.00/Each
In-House Mylar's 24x36	$10.00/Each
In-House Mylar's 30x42	$15.00/Each

Photocopies

In-House Service 8-1/2x11	$0.15/Each
In-House Service 8-1/2x14	$0.20/Each
In-House Service 11x17	$0.30/Each
Outside Services	Cost + 10%

Postage/Courier

Bulk Postage, Express Mail UPS, FedEx, DHL etc.	Cost + 10%

Miscellaneous

Consumable Supplies (*Project Related*)	Cost + 10%
Outside Services	Cost + 10%
Geotechnical Drilling Services	Cost + 15%

Travel

Mileage	$0.60/Mile
Meals/Lodging	Cost + 10%
Vehicle Rental/Fuel	Cost + 10%

RECEIVED
2013
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

Nov 27, 2013

Mr. John Karge,
Village of Wappinger Falls Clerk ,

The Embalmers Car Club would like to hold a car show in the Village of Wappinger Falls.

The following is what we would like to, with your permission:

1- Shut down Main Street from the light at 9D, South Ave to Mill Street from 8 am until 4 pm

2- Park Show cars on Main Street, one side Parallel parking, the other side Diagonal parking. This way there is room for emergency vehicles to travel if needed.

3- the use of Mesier Park to handle the overflow of Show cars.

4- The date for the Show would be June 21st, which is a Saturday, this way it would not interfere with the Church. A rain date of June 28th , in case of rain on the 21st.

We picked the 21st because as of now there is no conflict with other shows.

5- Wappinger Falls Police to provide road barriers.

6- Village to arrange closing of Main Street(9D) with State.

7- Village Police to arrange to have no parking on Main Street after a certain time decided upon by the Village so street is cleared of vehicles by 6 am on show day.

We will have no Food vendors at the show. That way the merchants in the Village receive all the business.

If there are any questions please contact me at 914-584-5004/ or my email
Doowoper@verizon.net.

RECEIVED
DEC 0 2 2013
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

Your Truly,
John Torzilli

May 6, 2014

Mayor Matthew Alexander and Village Board,

At our monthly meeting on 5/5/2014 the Village of Wappingers Falls W.T. Garner Engine Company #1 voted in Scott Drexler and Chris Phillips as active members. Gary Rogers stepped down as Engineer of 68-45; Jack Delaney stepped down as Assistant Engineer of 68-45 and Trustee; Joe Pettit was voted in as the new Trustee of our company.

Respectfully,

Emily Weippert
Recording Secretary

S.W.JOHNSON ENGINE COMPANY NO.2

5 School St.
Wappingers Falls, New York
Tel: 298-SWJ2

May 11, 2014

John Karge
Village Clerk
Village of Wappingers Falls
South Ave.
Wappingers Falls

John,

At our monthly meeting on May 5th, the Company dismissed Dave Yacoub due to failure to meet our Active membership requirements.

Please forward to the Board for their notification and approval.

Sincerely,

Jerry Travis
Secretary

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
25 CENTRAL HUDSON WAY
FISHKILL, NY 12524-1136
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

VLG OF WAPP FALLS
2628 SOUTH AVE
WAPPINGERS FALLS NY 12590-2752

ORDER NO.: H7-01540
ACCOUNT NO.: 7411-1780-00
DATE: 04/22/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

J7-64741

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE VLG LGTG
WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____, IN ACCORDANCE OF THE _____ OF _____ AT A MEETING HELD ON _____, 20__ (COUNCIL/BOARD AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS 5800	193897 RENTAL POLE	A		PELLS PL		12.43 4.65

INSTALL ST LIGHT PER VILLAGE REQUEST

** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
** B. CUSTOMER OWNED/COMPANY MAINTAINED
** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20 _____ TITLE _____

W.O.NO. _____ DATE WORK COMPLETED _____ BY _____