

**AGENDA ITEMS**

**VILLAGE BOARD  
MEETING**

**02/13/2013**

Employer Support of the Guard & Reserve  
New York National Guard Headquarters  
330 Old Niskayuna Road  
Latham, New York 12110

RECEIVED  
JAN 18 2013  
VILLAGE CLERK'S OFFICE  
VILLAGE OF WAPPINGERS FALLS  
DEPUTY CLERK/DEPUTY TREASURER  
VILLAGE OF WAPPINGERS FALLS

Dear New York Employer:

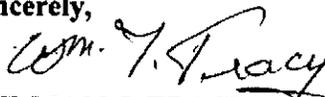
My name is William Tracy and I am an Administrative Support Technician (AST) with Employer Support of the Guard & Reserve (ESGR). We are a Department of Defense (DOD) organization. Your name and organization appears on our Civilian Employment Information (CEI) Data list for the state of New York as an employer of a National Guard or Reserve member.

Enclosed you will find an Employer Statement of Support (SOS) Certificate. This certificate is being providing in recognition of the outstanding commitment that your organization has made to its employees that proudly serve in our National Guard and Reserve Forces. If you already have an SOS certificate, please treat this as an updated replacement. If your organization name is incorrect or you want it to read differently, please contact me for a corrected certificate. Please sign and display this certificate, as you deem appropriate.

If you would take the time to go to our website, [www.esgr.org](http://www.esgr.org), it explains what the SOS is. If you click on the Supportive Employers section, you'll see the map of the United States, and then click on New York for employers who have signed SOSs. Your organization will appear on that list within four to six weeks. Also on the website there is an abundance of information that could be of interest to you.

Thank you for being one of America's truly supportive Guard and Reserve Employers. Should you desire more information about the Employer Support of the Guard and Reserve (ESGR) program, please contact me by phone at 518.786.4911 or Email: [william.j.tracy@us.army.mil](mailto:william.j.tracy@us.army.mil).

Sincerely,



WILLIAM J. TRACY  
Administrative Support Technician



# STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



## *Village of Wappingers Falls*

We recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

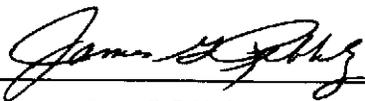
In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

### **Therefore, we join other employers in pledging that:**

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- Our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills service members bring to the workforce and will encourage opportunities to hire Guardsmen, Reservists, and Veterans.
- We will continually recognize and support our country's service members and their families in peace, in crisis, and in war.

\_\_\_\_\_  
Employer

  
James G. Rebholz  
National Chair, ESGR

  
Leon E. Panetta  
Secretary of Defense

\_\_\_\_\_  
Date



**PAGGI, MARTIN & DEL BENE LLP**  
*Consulting Engineers & Land Surveyors*

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56 Main Street  
Poughkeepsie, New York 12601

845-471-7898  
845-471-0905 (FAX)

February 7, 2013

**HAND DELIVERED:**

Village Board  
Village of Wappingers Falls  
2628 South Avenue  
Wappingers Falls, New York 12590

Attention: Hon. Matt Alexander, Mayor

Reference: Village Dam

Dear Mayor Alexander & Trustees:

Attached please find a copy of a proposal from Keystone Associates to prepare the necessary engineering services to bring the dam under compliance from New York State Department of Environmental Conservation (NYSDEC) perspective and FERC dam safety regulations perspective.

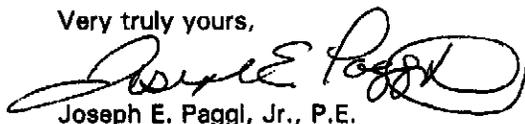
I have given the proposal a preliminary review and would advise that it addresses all the concerns associated that the Village needs at this point in time, and appears appropriate for the scope of services offered.

Please note that it is the specific intention of this work effort to bring the dam up to current standards of all NYSDEC and FERC requirements. It should further be noted that there may need to be technical plan preparation and approval by the NYSDEC for any work that is necessary for the dam as a result of their inspection. However, if the work is cosmetic in nature more than structural, it can be done as maintenance type work and at that point plans would not be necessary.

I would, therefore, recommend, that you approve the proposal for Keystone Associates.

Should you have any further questions or comments, please do not hesitate to contact me.

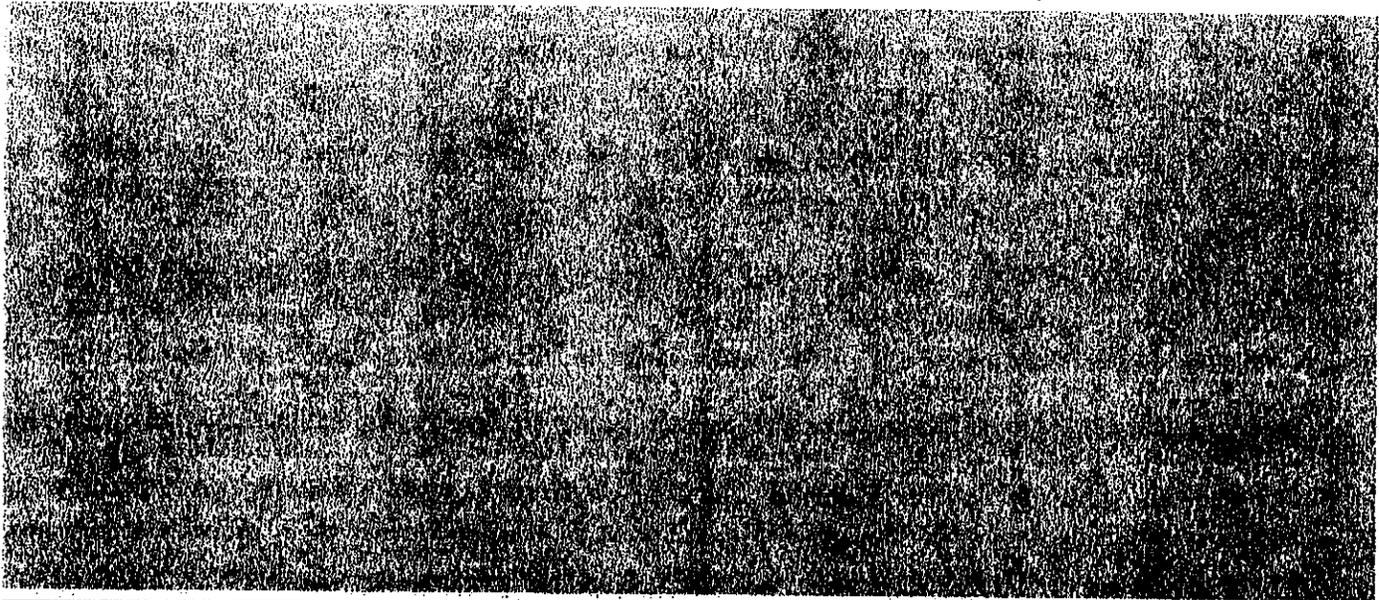
Very truly yours,



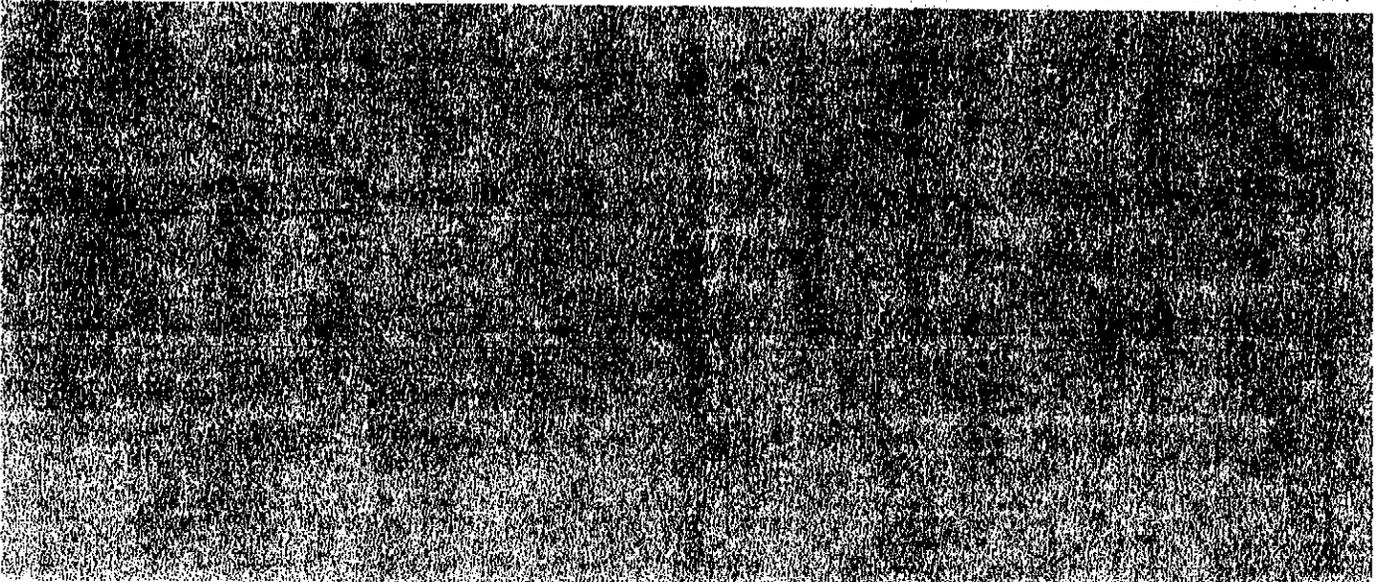
Joseph E. Paggi, Jr., P.E.

JEP:law

cc: Hon. Rob Alfonso w/attachment  
Hon. John Chase w/attachment  
Hon. Jennifer Niznik w/attachment  
Hon. Ronnie Kmornick w/attachment  
Hon. Denise Calabrese w/attachment  
Hon. Scott Davis w/attachment  
Louis Viglotti, Esq., W/attachment  
John Karge w/attachment



SECTION 1: COST PROPOSAL





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*

January 30, 2013

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

Dear Mayor Alexander:

Keystone Associates Architects Engineers and Surveyors, LLC (hereafter called "Consultant") is pleased to be given the opportunity to submit this proposal to the Village of Wappingers Falls (hereafter called "Client") to provide Engineering Services related to NYSDEC's and FERC Dam Safety Regulations. Based on our January 15, 2013 site visit with Mr. Joseph Paggi, Jr., P.E., our review of correspondence from New York State Department of Environmental Conservation (NYSDEC) and the Federal Regulatory Energy Commission (FERC), we believe the scope of the project to be as follows:

### **PROJECT DESCRIPTION**

It is our understanding that you are requesting a proposal for Engineering Services to comply with NYSDEC's and FERC Dam Safety Regulations regarding the Wappingers Falls Dam in the Village of Wappingers Falls.

Constructed circa 1910, Wappingers Falls Dam is a masonry dam with a Class C hazard rating. According to NYSDEC's Inventory of Dams data, the dam is 216 feet in length, 20 feet in height and has a 203 foot wide spillway. The dam has a maximum storage capacity of 665 acre feet and a reservoir surface area of 100 acres.

In order to comply with NYSDEC's Dam Safety Regulations, Class C dam owners were required to prepare and implement an Inspection and Maintenance Plan by August 19, 2010 and an Emergency Action Plan by August 19, 2011 with annual reviews and updating thereafter. In addition, based upon the findings and recommendations of the Inspection and Maintenance Plan, safety inspections will need to be performed by a Professional Engineer on a regular basis.

Provided below is our proposed approach and scope of work to assist you in achieving dam safety compliance.

**Main Office**  
58 Exchange Street  
Binghamton, New York 13901

**Branch Offices**  
14 Park Avenue  
Monticello, New York 12701

6223 Hancock Highway  
Starlight, Pennsylvania 18461

Phone: 607.722.1100  
Fax: 607.722.2515  
E-mail: [info@keyscorp.com](mailto:info@keyscorp.com)  
[www.keyscorp.com](http://www.keyscorp.com)

## **SCOPE OF BASIC SERVICES**

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

### **A. Inspection and Maintenance Plan**

Consultant will prepare an Inspection and Maintenance Plan (IMP) for the Wappingers Falls Dam. The IMP will be prepared in general conformance and format of NYSDEC's draft of "A Template for an Inspection and Maintenance Plan for Dams" which is summarized below:

#### **1. Dam Data**

This section will include basic information about the dam including but not limited to such items as:

- a. Dam name, location, type, hazard classification and State ID No.
- b. Date of last Hazard Class Verification.
- c. Dam height, impoundment information, pool elevation, spillway elevation and maximum design water surface elevation.
- d. Counties and municipalities that are located within the downstream inundation zone.
- e. Year of original construction and last construction activity.
- f. Dam uses.
- g. Dam owner's contact information.

#### **2. Dam Inspection and Maintenance**

- a. **Inspection** – This section will be prepared to indicate who, how frequent, and what is involved in an inspection. Forms and checklists will be developed to identify specific types of inspections as well as items and dam features to be monitored. A table will also be developed to include inspection type, frequency, items to inspect/monitor and responsible person or entity for each type of inspection.
- b. **Maintenance** – This section will be prepared to identify the specific dam items that require periodic maintenance and the frequency of maintenance. Specific attention will be given to conditions noted on any past inspection reports, if available. Items may include but are not necessarily limited to the following:
  - Lubricate and repair as needed the lake drain valve mechanism and other mechanical equipment.
  - Address erosion and rodent damage.
  - Clean trash rack.
  - Concrete and masonry maintenance.
  - Replace or replenish rip rap.

c. Operation – This section will include a summary of all operation procedures for the dam. Specific procedures for operation of mechanical equipment such as valves will be identified and described as appropriate. Examples of items that would require operational / procedural descriptions may include:

- Pool level drawdown for the winter season.
- Exercise and lubrication of valves.
- Location of records and person responsible for record keeping.

d. Safe Drawdown Plan – This section will include the method to be used for drawing the impoundment down under emergency and non-emergency conditions. This could include the maximum release rate which will not cause downstream flooding or rapid drawdown damage. Alternative ways to provide for drawdown if needed (i.e. portable pumps, temporary siphons) will also be included.

### 3. Training

This part will include a list of procedures and frequency for training personnel regarding the IMP. It will also identify other required training needs as applicable to each dam, such as confined space entry procedures per OSHA requirements.

### 4. Notifications

This part will include a list of specific items requiring notification and notification procedures in accordance with Environmental Conservation Law Part 673. As a minimum the following will be included.

- a. Annual Certification by January 31 of each year.
- b. Incident Report Form within 5 days of reported incident e.g. EAP activation, flow in erodible spillway, etc.)
- c. Notification of Property Transfer when property where dam is located is sold and title is transferred to new owner.

### 5. Appendices which may typically include the following:

- a. Inspection Forms.
- b. Past Inspection Reports.
- c. As-built Drawings.
- d. Spillway Rating Curve.
- e. Drain Rating Curve.
- f. Pictures.

## 6. References

This part will include a listing of available pertinent references with respect to applicable dam safety regulations and guidelines including:

- a. *An Owners Guidance Manual for the Inspection and Maintenance of Dams in New York State, DEC, June 1987.*

[http://www.dec.ny.gov/docs/water\\_pdf/damguideman.pdf](http://www.dec.ny.gov/docs/water_pdf/damguideman.pdf)

- b. *Guidelines for Design of Dams, DEC, Revised January 1989.*

[http://www.dec.ny.gov/docs/water\\_pdf/damguideli.pdf](http://www.dec.ny.gov/docs/water_pdf/damguideli.pdf)

Consultant will discuss pertinent items requiring annual maintenance with Village Personnel (i.e. Superintendent of Public Works) as required to complete this task.

## **B. Dam Safety Inspection and Report**

In accordance with Part 673.12 of the New York State Department of Environmental Conservation Dam Safety Regulations, the Consultant shall perform a safety inspection of the Wappingers Falls Dam and document the findings in a Safety Inspection Report, which will be signed and sealed by a licensed New York State Professional Engineer.

The Safety Inspection and Report shall include, but is not necessarily limited to the following items:

### 1. Document Review

The Consultant shall assemble and review all available and relevant documents, studies, hazard classifications, photos, or any other information related to the dam and its appurtenant works, including any previous inspection reports that may have been prepared.

### 2. Visual Inspection

The Consultant shall perform a visual inspection and document the results including the embankment, spillway, outlet, closure dikes and other appurtenant structures, focusing on initial and/or progressive signs of the manifestation of potential failure modes. Specific notes will be made as to whether any deficiencies reported in previous reports, and any corrective action required by NYSDEC, have been fully resolved and/or implemented. The report will include dated photographs of the specific observations made and any existing or potential deficiencies identified during the visual inspection.

### 3. Review of Data

The Consultant will review and evaluate any instrumentation data generated since the completion of the last Safety Inspection, and any recommendations for addressing gaps or other existing or potential deficiencies in monitoring.

#### 4. Corrective Action

The Consultant will identify existing and potential deficiencies along with recommendations and a schedule for any corrective actions necessary to fully resolve the existing and potential deficiencies. Recommendations may include additional investigations, such as revised hydrologic and hydraulic analyses, stability analyses, or underwater inspections.

### C. **Dam Engineering Assessment Report**

Consultant will perform the following tasks as they are described in the Part 673.12 Dam Engineering Assessments Report:

1. Hazard classification evaluation.
2. Complete Safety Inspection.
3. Evaluation of the dam's spillway capacity.
4. Evaluation of the dam's structural stability.
5. Evaluate outlet works (reservoir drain) capacity.
6. Review of the dam's Emergency Action Plan.
7. Provide a conclusion as to whether the dam is in conformance with current dam regulations and safety guidance.

Tasks normally associated with performing a Dam Safety Engineering Assessment can be divided as follows:

- (a) File review.
- (b) On-site Engineering Inspection and Investigation.
- (c) Engineering review, calculations, and conclusions.
- (d) Engineering Assessment Report preparation.
- (e) Filing report with NYSDEC.

The Assessment shall determine the conditions of the dam relative to the appropriate safety criteria. It shall identify deficiencies and recommend, as appropriate, remedial repairs, operational restrictions, monitoring, and/or modifications. The assessment shall also identify any analyses and/or studies needed to assess and determine solutions to identified deficiencies.

Upon completion of the above tasks, Consultant will document the results of the Assessment that shall be in accordance with Part 673 Dam Safety Regulations subsection 673.12 Dam Engineering Assessment Reports for submittal to the NYSDEC.

**D. Annual Certifications**

NYSDEC's dam safety regulations require Owners of Class C and Class B dams to submit an annual certification to the NYSDEC Dam Safety Section by January 31 of each year. The purpose of this certification is to document the status or completion and implementation of the Emergency Action Plan and Inspection and Maintenance Plans.

Consultant will prepare the certification to address the status of both the Inspection and Maintenance Plan and the Emergency Action Plan.

**QUALIFICATIONS**

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

1. Making revisions in the engineering drawings, reports and documentation 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.
  - d. Providing services required because of changes in the project including, but not limited to, scope complexity and schedule.

The following services are not included:

1. Underwater inspections.
2. Boundary and topographic surveys.
3. Structural engineering services.
4. NYS Short or Long Form Environmental Assessments.
5. Article 15 NYS Stream Disturbance Permits.
6. Detailed design and construction documents.
7. Construction Phase Services.
8. Wetlands delineation's or evaluations.

NYSDEC has an Emergency Action Plan (EAP) on file for this dam. The EAP was submitted to NYSDEC on September 1, 2010 and will require minor updating. Consultant will work with the Town Engineer to update the Emergency Action Plan's outdated information such as contact information, telephone numbers, etc. to bring the Plan current. Preparation of hydraulic or hydrologic computations is not included in the fee.

We understand the headworks and pen stock is owned and maintained by Windsor Machinery Co. Inc. and is subject to FERC dam safety requirements. The scope of work for this proposal does not include inspection or evaluation of these items. The Inspection and Evaluation will be conducted to conform to NYSDEC Dam Safety requirements and should also satisfy the FERC Dam Safety requirements in the same document.

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.

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

#### **TIME SCHEDULE**

We anticipate completion of these services to assure compliance with the following NYSDEC Dam Safety Regulations and deadlines as shown below:

<u>Work Task</u>	<u>Estimated Completion Date</u>
A. Inspection and Maintenance Plan	May 31, 2013
B. Dam Safety Inspection and Report	June 30, 2013
(Dependent on lake levels and drawdown)	
C. Dam Engineering Assessment Report	August 30, 2013
D. Annual Certification	January 31, 2014

Completion dates are based on notice to proceed by March 1, 2013.

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 for the following lump sum fee as detailed below:

<u>Work Task</u>	<u>FEE</u>
A. Inspection and Maintenance Plan	\$ 1,500.00
B. Dam Safety Inspection and Report	\$ 3,000.00
C. Dam Engineering Assessment Report	\$ 6,100.00
D. Annual Certifications	
I. January 31, 2014	\$ <u>100.00</u>
Total Lump Sum Fee	\$10,700.00

### **REIMBURSABLE EXPENSES**

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

### **AGREEMENT TERMS**

Standard Proposal Agreement terms are noted in the attached Schedule A. This Proposal, along with the attached Standard Terms and Conditions, Schedule A, 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.

### **SUPPLEMENTARY AGREEMENT TERMS**

#### **Initial Payment**

The Client shall make an initial payment of one thousand dollars (\$1,000.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against the final invoice.

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 in the appropriate signature block and returning one copy with a retainer of \$1,000.00 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

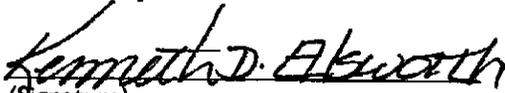
  
Ronald P. Cobb, CPESC  
Senior Designer

Enclosures

RPC:mlw

**Offered By:**

**Accepted By:**

  
(Signature)

\_\_\_\_\_  
(Signature)

Kenneth D. Ellsworth, P.E.  
Managing Member

1/17/13

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Date)

Keystone Associates  
Architects, Engineers and Surveyors, LLC  
DBA Hawk Engineering  
\_\_\_\_\_  
(Architect/Engineer)

\_\_\_\_\_  
(Owner)

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**2013**  
**Architectural/Engineering/Surveying**  
**Fee Schedule**  
 Revised 07/18/2012

**Hourly Rates:**

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

**Additional Rates:**

1 Man Crew w/GPS or Robotic	\$ 85.00/Hour	NYS Prevailing Wage Rates/ 2 Man Crew	\$215.00/Hour
Expert Testimony & Related Investigations	\$120.00/Hour	(All counties except as follows: Delaware, Orange, Rockland, Sullivan, Ulster Counties.)	\$275.00/Hour
Two Man Survey Field Crew	\$120.00/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%

## 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.

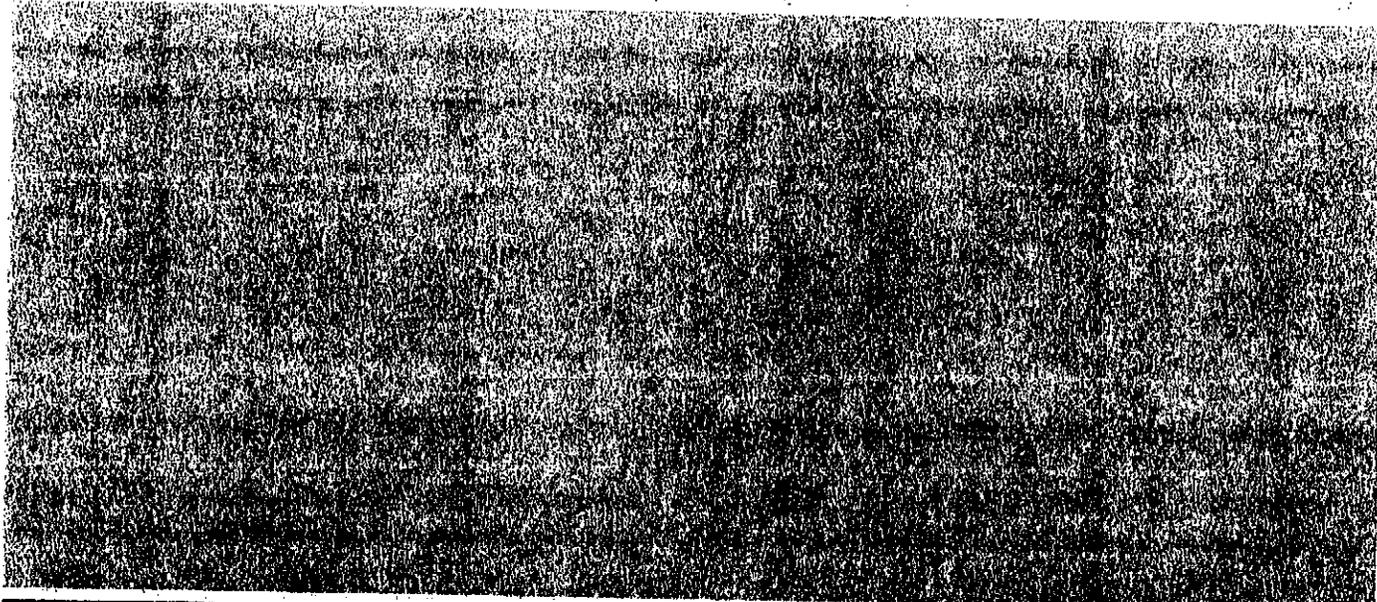
#### **Delays**

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 CONSULTANT's; or discovery of any hazardous substances or differing site conditions.

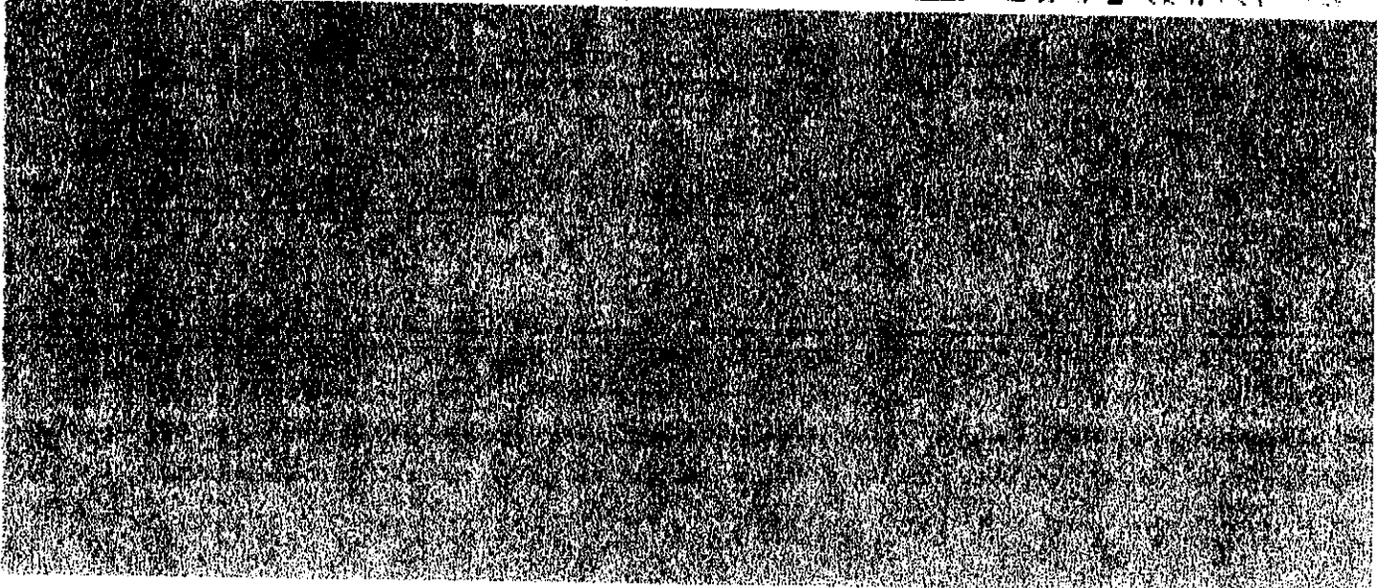
In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

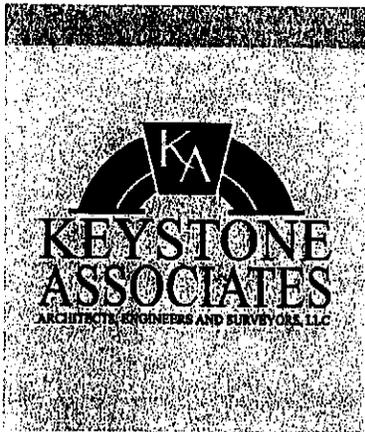
#### **Information Provided By Others**

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.



SECTION 2: FIRM OVERVIEW





**CORPORATE OFFICE**  
 58 Exchange Street  
 Binghamton, New York 13901  
 Office: (607) 722-1100  
 Fax: (607) 722-2515  
 E-mail: info@keyscorp.com  
 Web: www.keyscorp.com

**BRANCH OFFICES**  
 14 Park Avenue  
 Monticello, New York 12701  
 6223 Hancock Highway  
 Starlight, Pennsylvania 18461

**MEMBERS**

- Kenneth D. Ellsworth, PE, Managing Member
- Paul E. Bedford, AIA, Member
- Rodney Carey, P.L.S., Member

## Firm Overview

Keystone Associates Architects, Engineers and Surveyors, LLC, is a multi-disciplined Architectural/Engineering/Surveying firm headquartered in Binghamton, New York with branch offices in Starlight, Pennsylvania and Monticello, New York. Keystone Associates was established in 1993 and has provided professional services for a region encompassing New York and Pennsylvania. We have garnered a reputation for quality professional services on time and within the budget constraints of our clients.

The present staff at Keystone Associates is composed of over 40 individuals, including Registered Architects, Professional Engineers, Professional Land Surveyors, and support personnel. The firm's expertise is concentrated in several areas that blend all the professions attributed to Architecture, Engineering, Environmental and Surveying.

Keystone Associates will provide extensive professional services for your project including: building layout and design; survey; civil, environmental, structural, HVAC and electrical engineering; exterior and interior design and coordination; and cost estimating. These services are split into phases that include programming, schematic design, design development, construction drawings and specifications, bidding and contract administration/management during construction.

Lastly, Keystone Associates upholds the highest professional and ethical standards. We are members of the American Institute of Architects, the Consulting Engineers Council, National Society of Professional Engineers, American Society of Civil Engineers, the U.S. Green Building Council and the New York State Association of Land Surveyors.

## Philosophy

Keystone strives to exceed our clients' goals; to excel in communication, functionality, aesthetics and common sense; to use practical and proven systems yet state-of-the-art materials and equipment when possible and practical.

Our goal is to develop a long-term relationship with each and every new client just as we have with our present clients. A relationship built on trust, honesty, integrity, high-quality service and performance, and reliability.

## Services

- » Architecture
- » Civil Engineering
- » Survey
- » Plumbing and HVAC Engineering
- » Electrical Engineering
- » Structural Engineering
- » Geotechnical Engineering
- » Interior Design
- » Environmental
- » Planning
- » Ancillary Services
- » Project Management
- » Asbestos Abatement Design
- » Fire Protection



### Architectural Services

- Building Design (Commercial, Industrial, Institutional, Educational, Ecclesiastical)
- Evaluation and Design of Roofing Systems
- Residential Design
- Interior Spatial Development and Design
- Facilities Planning
- NYS Code Conformance
- ADA Compliance
- Building Assessments
- Window/Door Replacement
- Elevator Upgrades
- Opinion of Probable Costs Estimates
- Bidding Coordination and Analysis
- Construction Administration (New and Existing Buildings of All Types and Usage)
- Post Construction Analysis
- Project Administration
- Building Inspections

### Civil Engineering and Planning Services

- Site Evaluation and Master Planning
- Site Engineering
- Hydrologic Modeling
- Storm Water Management Facilities
- Flood Plain Studies
- Grading and Drainage Plans (SWPPP)
- Road and Highway Design
- Pavement Maintenance and Restoration
- Water Supply, Storage, and Distribution
- Solid Waste Management Facilities
- Zoning and Planning Board Approvals
- Subdivision Design
- Wastewater Collection, Treatment, and Disposal
- Dam Design
- Septic System Design

### Geotechnical Services

- Foundation Evaluation
- Slope Stability
- Dewatering
- Settlement Analysis
- Dam Siting and Stability
- Retaining Structures
- Tunnels, Bridges and Highways
- Instrumentation and Testing
- Bearing Capacity Analysis
- Pile Capacity Analysis
- Forensic Engineering & Expert Witness
- Construction Observation/Testing
- Excavation Support Systems

### Environmental Services

- Environmental Impact Assessments
- Environmental Site Assessments
- Permit Assistance
- Landfill Design and Closure
- Stormwater Pollution Prevention Plans and Permitting
- Mining Permits and Plans
- Asbestos Abatement Design
- Fuel Tank Removal/Replacement
- Asbestos Building/Demolition Surveys
- Lead Paint Inspections/Risk Assessments
- Baseline Well Water Surveys
- Indoor Air Quality Surveys
- Wetland Delineation

### Structural Engineering Services

- Foundation Design
- Building Structure Design
- Reinforced Concrete Design
- Wood Frame Design
- Structural Investigation and Feasibility Studies
- Highway Bridge Design and Level-One Load Rating
- Highway Bridge Rehabilitation

### Ancillary Services

- Interior Design: Residential, Commercial, and Institutional
- Architectural and Historic Preservation Studies
- Environmental Preservation

### Construction Management

- CPM Scheduling
- Project Oversight
- Project Planning
- Procurement and Contract Strategy
- Budgeting and Cost Control Progress
- Schedule Control
- Contract Administration
- On-Site Representation

### Graphics

- Graphic Design and Presentation
- Presentation Model Design and Construction (Bldg. & Site)

### Survey Services

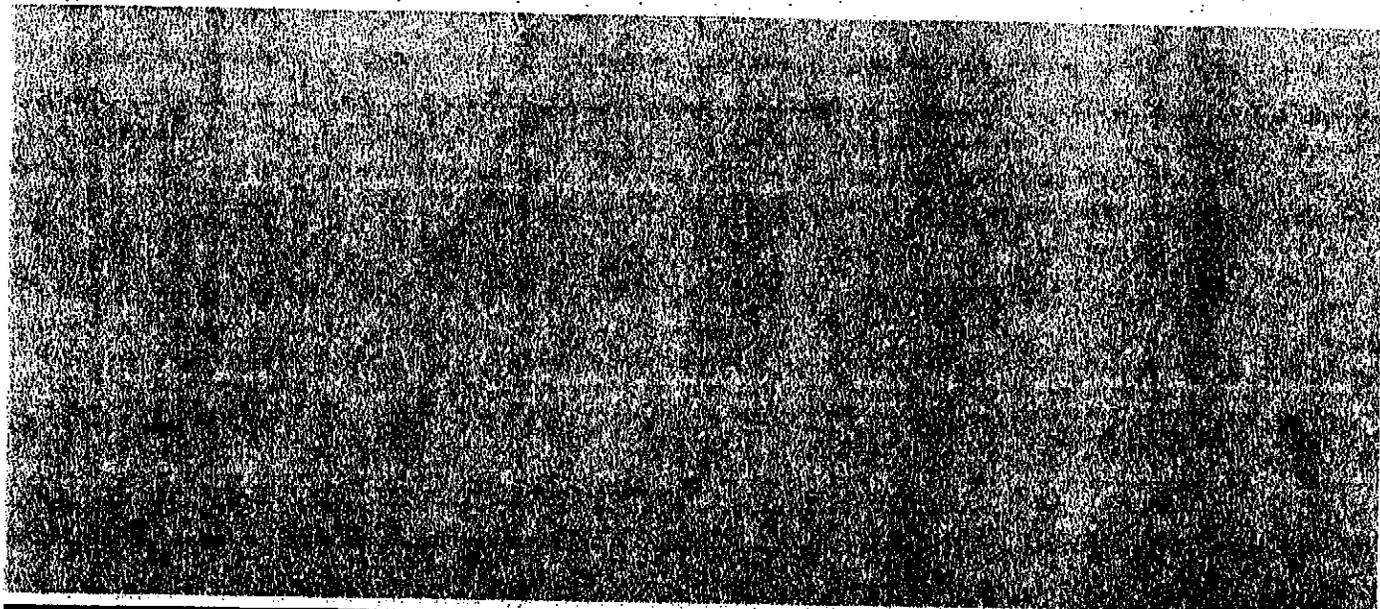
- Topographic Survey/Mapping
- Construction Layout and Verification
- Large and Small Acreage Boundary Survey/Mapping
- Route Surveying
- Land Planning and Subdivision
- Facilities Management Surveys
- ALTA/ACSM Title Surveys
- Commercial Surveys
- Aerial Photography Control Surveys
- Elevation Certificate Surveys
- Mortgage Surveys
- GPS Control Surveys

### Electrical Engineering Services

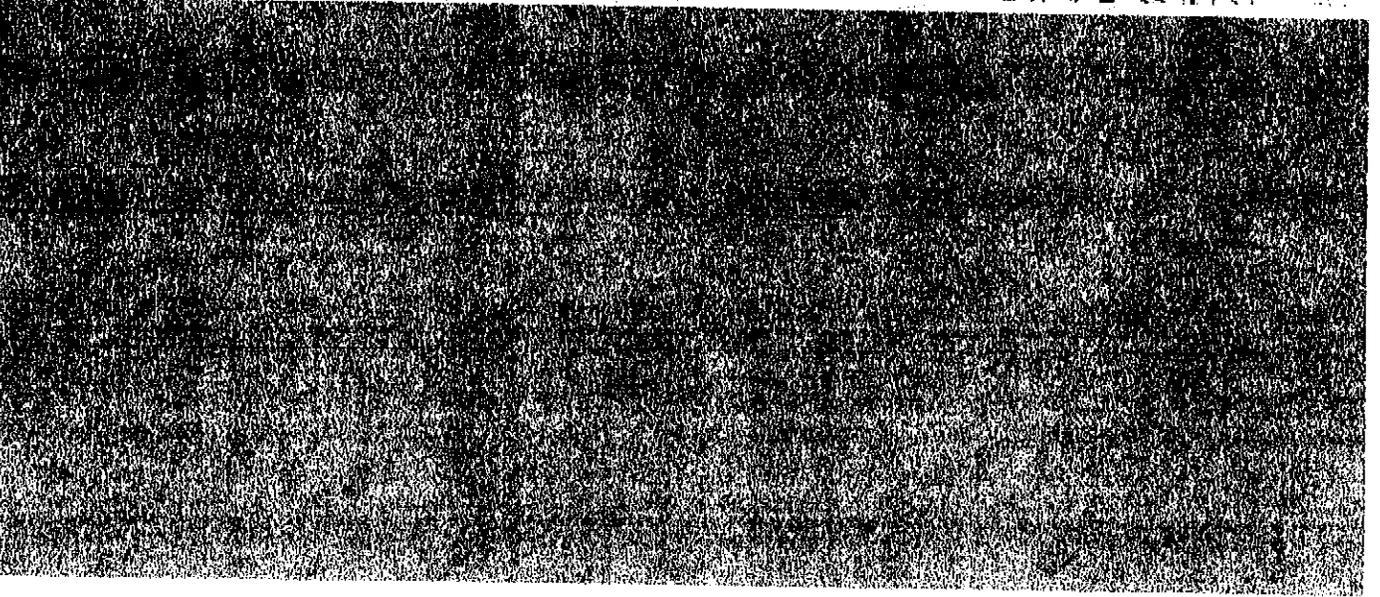
- Utility Service and Power Distribution Design
- Primary Transformer Installation
- Uninterruptible Power Supply with Battery Backup (UPS)
- Transient Voltage Surge Suppression Systems (TVSS)
- Energy Conservation Studies
- Lighting Design
- Emergency Generation
- Smoke Detection/Alarm and Security Systems
- Telephone and Data Communication Systems
- Contract Administration

### HVAC and Plumbing Engineering Services

- HVAC Systems
- Refrigeration Systems
- Steam Systems
- Humidification/Dehumidification
- Building Controls
- Heat Recovery Systems
- Process Chillers Systems
- Chiller and Cooling Tower Systems
- Dust Collectors
- Industrial Ventilation Systems
- Energy Conservation Studies
- Indoor Air Quality
- Energy Management Systems
- Life Cycle Analysis
- Detailed Studies and Analysis
- Sprinklers
- Domestic Water Supply and Waste Pipe System Design
- Gas Piping Design
- Contract Administration
- Energy Auditing



SECTION 3: KEY PERSONNEL



**EDUCATION**

B.S. Degree - Civil Engineering,  
Syracuse University, L.C. Smith  
School of Engineering, 1984

**CERTIFICATIONS  
AND LICENSES**

Registered Professional  
Engineer, New York, the District  
of Columbia, Maryland,  
Virginia, Pennsylvania,  
North Carolina, South Carolina,  
and Florida

**PROFESSIONAL AFFILIATIONS  
AND COMMITTEES**

- American Society of Civil Engineers (Past President, Ithaca Section)
- National Society of Professional Engineers (Past President)
- Building Officials Association of the Southern Tier (BOAST)
- American Council of Engineering Companies (Current and Past President, Southern Tier)
- American Water Works Association

**COMMUNITY INVOLVEMENT**

- Project Lead the Way Community Team Member, Windsor Central School District
- Treasurer, Windsor Alumni Association
- Town of Windsor Youth Board
- Broome Chamber Governmental Affairs Committee

**KENNETH D. ELLSWORTH, P.E.**

Managing Member

**PROFESSIONAL EXPERIENCE**

Mr. Ellsworth is the Managing Member of Keystone Associates Architects, Engineers and Surveyors, LLC. He has 27 years of extensive experience in civil engineering and other engineering disciplines. His current duties include QA/QC for the civil engineering department along with marketing and business operations of the firm. Some of his project experience is as follows:

- Development Review Engineer for the Town of Fallsburg Planning Board since 2006. Responsible for engineering plan review of more than 40 separate site development projects involving over 75 miles of new municipal sewer line and associated pump stations.
- Project Manager and Engineer for sanitary and storm drainage improvements for Town of Fallsburg CDBG for \$350,000 grant funded project. Prepared construction plans and specifications, bidding and contract documents.
- Project Engineer for engineering services concerning improvements to the entrance, access drive, parking lot and storm drainage facilities at Corning Incorporated's warehouse facility on Sing Sing Road in the Town of Big Flats. Services include topographic survey, site/civil design, planning board meetings, bidding and construction administration.
- Project Engineer for engineering services concerning landside pavement and storm drainage improvements at Corning Incorporated's aviation facility at the Elmira Corning Regional Airport. The project involves the reconstruction of the existing landside asphalt pavement areas and associated drainage facilities improvements adjacent to the main corporate aviation hangar.
- Principal in Charge for the West Windsor Wastewater and Treatment Facility project in Windsor, New York. The project involves a \$5,000,000 municipal wastewater collector sewer project including survey, design, engineering report, construction plans and specifications, bidding and contract documents, and construction review and certification for five miles of gravity main, one mile of force main, and six pump stations.
- Principal in Charge for a new Gault Toyota Facility on North Street in the Town of Union. The project involved the construction of a new two-story facility. Services included civil, structural, and MEP engineering; survey; bidding services; LEED services; stormwater inspections; and construction administration.
- Principal in Charge of engineering services in support of Laser Midstream's plans to construct approximately 32 natural gas pipeline facilities to connect with the Millennium pipeline in Broome County, New York. Services include field survey, easement, right-of-way mapping and stormwater inspections for the proposed gas pipeline facilities.
- Project Engineer for a new 57,600 SF Price Chopper supermarket in the Town of Chenango, Binghamton, New York. Project consisted of site work, stormwater inspections and special inspections.
- Project Engineer for an engineering evaluation of the Highland Greens storm drainage system. The project consisted of topographic survey, a visual inspection of the existing drainage facilities, evaluation storm water runoff characteristics of the up gradient watershed and the identification of appropriate maintenance measures and facility improvements to address the drainage issues.
- Project Engineer for various site and facility improvements at Hayes Community Apartments in Vestal, New York. The project involves replacement of an existing carport and exterior doors; bathroom renovations; exterior drainage improvements; renovation of corridors, laundry and storage area; and sidewalk restoration.

**EDUCATION**

Associate in Applied Science,  
Broome Community College

**CERTIFICATION**

- Certified Professional in  
Erosion and Sediment  
Control

**AFFILIATIONS**

- Soil and Water  
Conservation Society
- Kiwanis International

**RONALD P. COBB, CPESC**

Project Manager

**PROFESSIONAL EXPERIENCE**

Mr. Cobb has 42 years of extensive experience in the design and preparation of documents for projects relating to highways and bridges, subdivisions, water supply and distribution systems, sewage collection systems, sewage treatment plants, solid waste landfill construction, stormwater control and collection facilities, industrial/commercial development plans. His tasks associated with these projects included, structural design (computations and layout) for new facilities (i.e. small buildings and bridges, and structural analysis of existing structures necessary for rehabilitation work. Mr. Cobb also performed hydraulic/hydrologic computations and analysis necessary to upgrade safety requirements of existing dams, and stormwater management planning. Some of his project experience is as follows:

- Lake BonIn Dam, Orwell Township, PA - (Proposed modifications to 120 ft. by 28 ft. high dam) – Reviewed regulatory requirements for dam safety improvements, reviewed existing dam safety inspections reports from PADEP, compiled watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, perform hydraulic computations for recommended spillway improvements, prepare Engineering Report and Application for Dam Permit to regulatory agencies for construction permits, prepare plans and specifications for proposed recommended improvements, assist dam owner during construction and prepare construction certification for regulatory approval. Prepare Emergency Action Plan and Inundation Map.
- Broome Corporate Park, Town of Conklin - (1,993 acre Carlin Creek Watershed flood control) – Performed review of existing hydrological reports and site conditions, compiled watershed data for existing predevelopment conditions as required for a hydrological analysis, performed site investigations and field measurements necessary for analysis, performed personal interviews with local residents impacted by flooding conditions, performed hydrologic analysis and computations for contributory watershed based upon the existing data compiled for the project, performed hydraulic computations and analysis including existing and proposed flood routing conditions, prepare Engineering Report of findings and recommendations including developed and undeveloped industrial park sites, make recommendations for temporary and permanent stormwater management and erosion control practices for the remainder of the industrial park to be developed, prepare preliminary cost estimates for recommended installations and review Engineering Report with regulatory agencies and municipal representatives.
- Town of Greene Watershed Study - (688 acre West Juliard Hill Watershed flood control) – Performed review of existing site conditions, compiled watershed data for existing conditions as required for a hydrological analysis, performed site investigations and field measurements necessary for analysis, performed personal interviews with local residents impacted by flooding conditions, performed hydrologic analysis and computations for contributory watershed, performed hydraulic computations and analysis including existing and proposed flood routing conditions, performed hydraulic analysis of existing drainage structures and prepare recommendations for improvements to the drainage system, prepare Engineering Report of findings and recommendations, prepare preliminary cost estimates for recommended installations and review Engineering Report with regulatory agencies and municipal representatives.

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**RONALD P. COBB, CPESC**  
Project Manager

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**PROFESSIONAL EXPERIENCE - continued**

- Melody Lake Dam, Town of Willet, (Proposed modifications to 120 ft. by 27 ft. high dam) – Reviewed regulatory requirements for dam safety improvements, reviewed existing dam safety inspections reports from US Army Corps of Engineers, compiled watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, perform hydraulic computations for recommended spillway improvements, performed structural stability computations for recommended improvements to existing dry-laid stone dam, prepare Engineering Report and Application for Dam Safety Improvements to regulatory agencies for construction permits, prepare plans and specifications for proposed recommended improvements, assist dam owners during construction and prepare construction certification for regulatory approval.
- Poplar Hill Estates, Town of Chenango, (67 lot residential subdivision with 80 acre watershed) – Performed review of existing site conditions, compiled watershed data for existing predevelopment conditions as required for a hydrological analysis, performed site investigations and field measurements necessary for analysis, performed hydrologic analysis and computations for contributory watershed for existing conditions and post development conditions, performed hydraulic computations and analysis including existing and proposed flood routing conditions, performed computations and analysis for permanent structures mitigating computed increases in stormwater runoff, performed hydraulic analysis of existing storm drainage structures, performed storm sewer design and analysis for proposed storm sewer system, prepared Engineering Report of findings and recommendations, make recommendations for temporary and permanent stormwater management and erosions control practices, and reviewed Engineering Report with regulatory agencies and municipal representatives.
- Malmes Site Development, Town of Conklin, (300,000 square foot warehouse and office with 17 acres of paving) – Performed review of existing site conditions, compiled watershed data for existing predevelopment conditions as required for a hydrological analysis, performed site investigations and field measurements necessary for analysis, performed hydrologic analysis and computations for contributory watershed for existing conditions and post development conditions, performed hydraulic computations and analysis including existing and proposed flood routing conditions, performed computations and analysis for permanent structures (detention ponds)mitigating computed increases in stormwater runoff, performed hydraulic analysis of existing storm drainage structures, performed storm sewer design and analysis for proposed storm sewer system, prepared Engineering Report of findings and recommendations, make recommendations for temporary and permanent stormwater management and erosions control practices, and reviewed Engineering Report with regulatory agencies and municipal representatives.
- Dansville-Sparta Industrial Park, Towns of North Dansville and Sparta, (140 acre industrial park site with 3,128 acre watershed) – Performed review of existing site conditions, compiled watershed data for existing predevelopment conditions as required for a hydrological analysis, performed site investigations and field measurements necessary for analysis, performed hydrologic analysis and computations for contributory watershed, performed hydraulic computations and analysis including existing and proposed conditions, prepare Engineering Report of findings and recommendations, and review Engineering Report with regulatory agencies and municipal representatives.

**EDUCATION**

- University of California at Berkeley, Master of Science - Engineering Science (Geotechnical Engineering)
- State University of New York, Oneonta Bachelor of Science - Geology

**CERTIFICATIONS AND LICENSES**

- Registered Professional Engineer, New York and Pennsylvania

**PROFESSIONAL ORGANIZATIONS**

- New York State Society of Professional Engineers
- American Society of Civil Engineers
- National Society of Professional Engineers
- Association of Engineering Geologists

**CHARLES T. GAYNOR, II, P.E.**

Senior Engineer

**PROFESSIONAL EXPERIENCE**

Mr. Gaynor is the geologic, hydrogeologic and geotechnical engineer for Keystone Associates with more than 39 years of experience in these areas of expertise. Mr. Gaynor has authored over 2,000 geologic, hydrogeologic and geotechnical engineering reports. He has also provided final review of more than 5,000 geologic, hydrogeologic and geotechnical engineering reports prepared by the professional staff under his supervision. Some of his project experience is as follows:

- Roamingwood Lake Dam, Lake Ariel, Pennsylvania. Provided services relating to spillway remediation, including hydrologic & hydraulic analysis and HEC-1 computations, geotechnical investigation, and reporting, surveying & mapping, evaluate and report potential remedies, submissions to clients and government agencies, design and bidding documents, procurements, construction administration, record drawings, and certification.
- Watershed Dam Repairs, Town of Conklin, New York. The project involved two existing watershed dams in the industrial park need repairs performed to be acceptable to NYSDEC. Services included site surveys, hydrologic and hydraulic computations, emergency action plan, civil design, permitting, inundation mapping, bidding assistance, construction administration, and certification report.
- Alexander Lake Dam, Newark Valley, New York. Performed a sub-surface investigation of existing earth embankment dam, monitored groundwater levels in observations, slope stability analyses and geotechnical engineering evaluation to control seepage and improve slope stability.
- CR 17 Roller Compacted Concrete Slope Stabilization, Delaware County, New York. Services provided included: survey, geotechnical report and engineering, civil design assistance during bidding and construction phases. Design initially was for soldier pile wall but costs prompted redesign of rcc installation. Project was bid and inspected by Delaware County.
- Store Road Slope Stabilization, Town of Colchester, New York. Project consisted of slope stabilization design for roadway damaged by June/November 2006 flooding events. Project services included: Site survey and mapping, civil design, bid documents, construction plans and specifications, cost estimates, assistance with bidding, and construction administration.
- Grove Street Slope Stabilization, Town of Windsor, New York. Project consisted of 5 sites along Grove Street requiring slope stabilization. Project services included: Site survey and mapping, civil design, bid documents, construction plans and specifications, cost estimates, assistance with bidding, and construction administration.
- Horton Brook Road Slope Stabilization, Town of Colchester, New York. The project included site visit/meeting with owner, review SEMO/FEMA information, survey site, preliminary design in conformance with FEMA Project Worksheet, permitting, final design, construction plans and specs, bid documents, cost estimate, revise design to recommendations of NYSDEC and USACOE, worked with DEC/USACOE and SEMO/FEMA representatives to develop a solution agreeable to all parties, bidding assistance, and construction administration.
- Campbell Mountain Road Sites 1, 2 & 4- Slope Stabilizations, Site 3- Culvert Replacement, Town of Colchester, New York. The project included site visit/meeting with Owner, review SEMO/FEMA information, survey four sites, preliminary design in conformance with FEMA Project Worksheets, permitting, final design, construction plans and specifications, bid documents, cost estimates, working with NYSDEC and SEMO/FEMA representatives to develop a solution agreeable to all parties, performed bidding assistance and construction administration.

**EDUCATION**

Bachelor of Science in Civil Engineering – University of Kentucky, Lexington, KY – May 2003

**LICENSE AND CERTIFICATIONS**

- Registered Professional Engineer, New York and Kentucky
- Trolox Electronic Labs – Nuclear Gauge Operator & HAZMAT Cert. (49 CFR 172 – Subpart H)

**PROFESSIONAL AFFILIATIONS**

- American Society of Civil Engineers (ASCE) – Member
- National Society of Professional Engineers (NSPE) – Member

**GARY W. ELLIS, P.E.**

Engineer

**PROFESSIONAL EXPERIENCE**

Mr. Ellis is a staff engineer and project manager with over 13 years experience in civil engineering and related disciplines including land surveying and construction. His work experience includes design and construction administration of residential, commercial, industrial and municipal projects consisting of roads, parking lots, railroads, retaining walls, athletic fields and storm, sanitary and water utilities. Some of his project experience is as follows:

- Peabody Coal Company – Camp 9 Slurry Pond Dam, Waverly, KY - Provided nuclear gauge compaction testing and construction monitoring for the construction of the dam for an approximate 120 acre slurry impoundment. The dam construction was unique in utilizing coarse refuse material from the coal mine for fill, which required special testing due to the presence of coal in the material.
- Village of Johnson City – Drainage Ditch Study, Johnson City, NY - Prepared an engineering report identifying and analyzing problem areas in a significant drainage ditch near Reynolds Road. Future phases will include construction plans, bid documents and contract administration.
- Town of West Windsor – Wastewater Collection System, Windsor, NY - Oversaw sewer lateral connection inspections at project closeout, as well as provided a preliminary I&I report.
- Corning, Inc. – Warehouse Paving Rehabilitation and Drainage Improvements, Big Flats, NY - Provided an evaluation of existing parking areas for rehabilitation and designed an additional parking area. Evaluation included review of subgrade samples to determine the depth of rehab. Design plans included new under-drainage for the entire lot. Provided construction plans and details and am providing limited construction oversight.
- Corning, Inc. – Airport Corporate Facility Paving Rehabilitation, Big Flats, NY - Evaluated the existing parking in terms of determining appropriate rehabilitation methods. Evaluation included review of subgrade samples to determine depth of rehab. Designed an additional drop inlet to improve capture efficiency of an existing dry well. Provided construction plans and details, but the work has not yet entered construction phase.
- Davis College – Blessed Sacrament Church Facilities, Johnson City, NY - Performed a conditions assessment and flood mitigation study concerning the Blessed Sacrament Church facilities and property which were damaged by the floods of 2006 and 2011. Services included preparation of an application for a Special Use Permit for educational facilities, evaluation of various flood mitigation options, a conditions assessment of the facilities' site components including paving, curbs and walks, preparation of preliminary cost estimates for recommended improvements, and attendance at planning board meetings. Designed a new parking layout to meet local code.
- Centro Properties – Parkway Plaza, Vestal, NY - Evaluated drainage problems related to flooding issues in the mall parking lot and at the Outback Steakhouse. Performed a hydrologic/hydraulic analysis and provided a report with recommendations for improvement, which included maintenance and upgrades to a major storm headwall structure and installation of additional storm inlets.
- Worcester Central School District – Additions and Alterations, Phase 1, Worcester, NY - Provided site construction phase oversight and designed drainage improvements for the ball fields.

**EDUCATION**

- Associates Degree in Civil Engineering Technology - Broome Community College, Spring 2007
- Bachelor of Environmental Planning and Management Minor in Mapping - SUNY Plattsburgh, NY, Fall 1994
- Associates Degree in Fisheries and Wildlife Technology - SUNY Cobleskill, NY, Spring 1990

**CERTIFICATIONS AND LICENSES**

- Engineer in Training

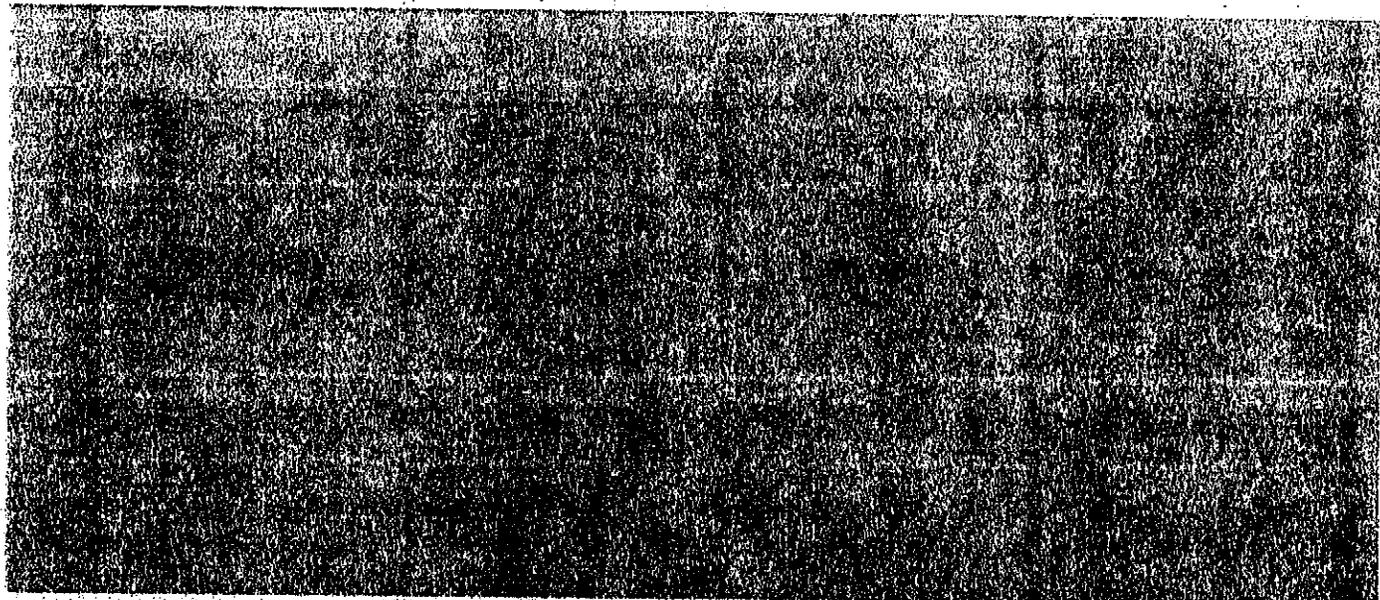
**TIMOTHY D. BAILEY, E.I.T.**

Designer

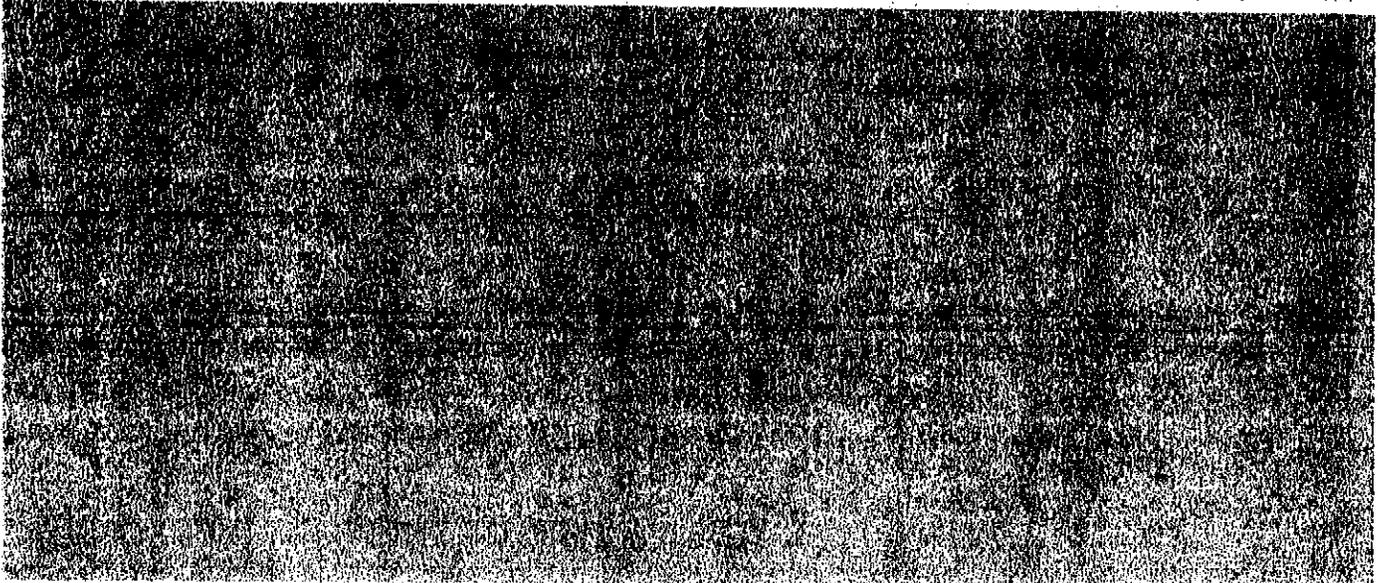
**PROFESSIONAL EXPERIENCE**

Mr. Bailey's responsibilities entail preparing civil and environmental engineering surveys, designs, reports, construction plans, specifications, contract documents, wetland delineations, permit applications, grant applications, environmental assessments, Environmental Impact Statements, sewer and water district reports, cost estimates and construction coordination. Types of projects include residential, commercial, and industrial site development, roadway, municipal solid waste sanitary landfills, construction and demolition debris landfills, transfer stations, public water supply, sanitary sewer, storm sewer, wastewater treatment and disposal systems, pavement, site grading and drainage, outdoor lighting, retaining walls and landscaping. Some of his project experience is as follows:

- Project Designer for the site development of two (2) 5-acre gas well pads located in Chenango County, New York. The projects involved preparation of construction plans, details and specifications for site grading, erosion and sedimentation control, stormwater control facilities and access drive for each of the gas well pad sites.
- Project Designer responsible for developing stormwater pollution prevention plans (SWPPP) for eight (8) 5-acre gas well pads located in Broome, Chenango, and Madison Counties, New York. The projects involved the preparation of a SWPPP in accordance with the requirements of NYSDEC GP-0-10-002 SPDES General Permit for Stormwater Discharges and an erosion and sedimentation control plan for each of the gas well pad sites.
- Project Designer for the site development of a proposed 2,230 SF building (Chipotle Restaurant) located in the Town of Vestal, Broome County, New York. The project involved obtaining approval from the Town of Vestal Planning Board, preparation of construction plans, details and specifications in accordance with local zoning codes for site grading, site utilities (electric, water, sewage disposal, stormwater and site lighting), driveways, signs, traffic circulation, parking areas and open spaces.
- Project Designer for the redevelopment of a 6-acre site and 30,000 SF building renovation (Lourdes Medical Office Complex) located in the Town of Vestal, Broome County, New York. The project involved obtaining approval from the Town of Vestal Planning and Zoning Boards; preparation of a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of NYSDEC GP-0-10-002 SPDES General Permit for Stormwater Discharges, erosion and sedimentation control plan, construction plans and details in accordance with the Town of Vestal Zoning Code Chapter for site grading, site utilities (electric, water, sewage disposal and stormwater), driveways, signs, traffic circulation, parking areas and open spaces.
- Project Manager/Designer for the redevelopment of a 43-acre site and 220,000 SF building renovation (National Pipe & Plastics, Inc.) located in the Town of Union, Broome County, New York. The project involves obtaining approval from the Town of Union Planning and Zoning Boards; preparation of a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of NYSDEC GP-0-10-002 SPDES General Permit for Stormwater Discharges, erosion and sedimentation control plan, construction plans, details and specifications in accordance with the Town of Union Zoning Code Chapter for site grading, railroad spur design, site utilities (electric, water, sewage disposal and stormwater), access drives, signs, traffic circulation, parking areas and open spaces.
- Project Manager/Designer for the site development of seven (7) cell tower sites located in Susquehanna County, Pennsylvania. The project involves obtaining approval from each of the corresponding municipalities and Susquehanna County Planning Commission; preparation of local, Susquehanna County and Pennsylvania Department of Transportation driveway permits, construction plans, erosion control plans, details and specifications in accordance with the Susquehanna County Land Development Ordinance for site grading, utility easements, and access drive easements.



SECTION 4: PROJECT EXPERIENCE



**KEY PROJECT NOTES:**

- Masonry Fill Dam
- Review of Regulatory Requirements for Dam Safety Improvements
- Review of Existing Dam Safety Inspections Reports
- Engineering Report for Dam Safety Improvements

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**MELODY LAKE DAM**

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**Evaluation of Dam**

Keystone Associates was retained for the proposed modifications to 120 ft. by 27 ft. high dam. The project included the review of regulatory requirements for dam safety improvements, review of existing dam safety inspections reports from US Army Corps of Engineers, compiling watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, performing hydraulic computations for recommended spillway improvements, performing structural stability computations for recommended improvements to existing dry-laid stone dam, preparing an Engineering Report and Application for Dam Safety Improvements to regulatory agencies for construction permits, preparing plans and specifications for proposed recommended improvements, assisting dam owners during construction and preparing construction certification for regulatory approval.

**KEY PROJECT NOTES:**

- Masonry Fill Dam
- Review of Regulatory Requirements for Dam Safety Improvements
- Review of Existing Dam Safety Inspections Reports
- Preparation of an Engineering Report and Application for Dam Safety Improvements

**GENEGANTSLET LAKE DAM****Modifications**

Keystone Associates was retained for the proposed modifications to 300 ft. by 9.5 ft. high dam. The project included the review of regulatory requirements for dam safety improvements, review of existing dam safety inspections reports from US Army Corps of Engineers, compiling watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, performing hydraulic computations for recommended spillway improvements, performing structural stability computations for recommended improvements to existing dry-laid stone dam, preparing an Engineering Report and Application for Dam Safety Improvements to regulatory agencies for construction permits, preparing plans and specifications for proposed recommended improvements, assisting dam owners during construction and preparing construction certification for regulatory approval.



**KEY PROJECT NOTES:**

- Earthen Dam
- Preparation of an Engineering Report and Application for Dam Safety Improvements

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**BEAR GULCH CAMPERS ASSOCIATION**

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**Dam Safety Regulations Compliance**

Keystone Associates was retained to provide Engineering Services related to NYSDEC's Dam Safety Regulations regarding the Bear Gulch Pond Dam in the Town of Summit, New York.

Constructed in 1910, Bear Gulch Pond Dam is an earthen dam with a Class C hazard rating. According to NYSDEC's Inventory of Dams data, the dam is 315 feet in length, 18 feet in height and has a 100 foot wide spillway. The dam has a maximum storage capacity of 391 acre feet and a reservoir surface area of 46 acres.

In order to comply with NYSDEC's Dam Safety Regulations, Class C dam owners are required to prepare and implement an Inspection and Maintenance Plan and an Emergency Action Plan with annual reviews and updating thereafter. Keystone's services included the preparation of an Inspection and Maintenance Plan, a safety inspection and documented the findings in a Safety Inspection Report, Dam Engineering Assessment Report, and Annual Certifications.



**KEY PROJECT NOTES:**

- Inspection and Maintenance Plan
- Dam Safety Inspection and Report
- Emergency Action Plan

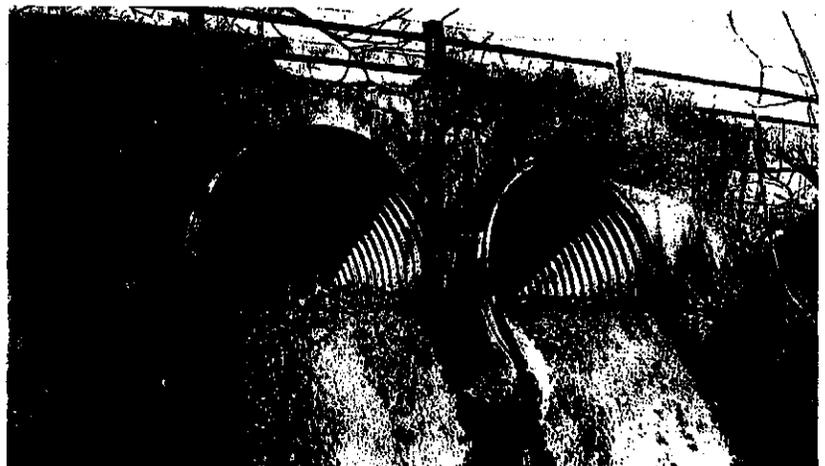
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**OSWEGO COUNTY**

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**Dam Safety Permit Compliance**

Keystone Associates was retained by Oswego County to prepare Inspection and Maintenance Plans (IMP) for the Kasoag Lake and the Pennell Saw Mill Dams, a Dam Safety Inspection and Report, and an Emergency Action Plan for the Kasoag Lake Dam. Keystone's services also include the preparation of Annual Certifications for each dam to document the status or completion and implementation of the Emergency Action Plan and Inspection and Maintenance Plans.



**KEY PROJECT NOTES:**

- On-Site Inspection and Certification of Dam Construction
- Coordination with NYSDEC and ACOE

**NEW YORK LAND & LAKES****Pine Lake Dam Reconstruction**

Keystone Associates was contracted as Engineer of Record for dam construction, redesign, computation, and coordination with NYSDEC and ACOE for field directives, on-site inspection and certification of dam construction, and preparation of record drawings for an approximately 10 acre lake with a 578 acre watershed. The existing concrete spillway and earthen dam (185 feet wide, 9 feet high) were failing and replaced with a newly constructed earthen dam and 28 foot concrete gravity spillway. The project also included installation of a valved, low level conduit outlet and plunge pool redesigned during construction based on optimal field conditions during construction, the lake is now an improved aquatic setting for a rural subdivision. The construction included dewatering and maintaining an effective water level to sustain the existing aquatic life. Detailed coordination of compaction methods of the earthen dam and key trench were completed by our site engineer with the contractor and testing lab. Material testing of fill materials, stone linings, and concrete was completed and coordinated by Keystone.



**KEY PROJECT NOTES:**

- Engineering Report
- Construction Review and Certification

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**BARNES DAM CREEK**

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**Dam Breach**

Keystone Associates was contracted to complete the survey, design, engineering report, construction plans and specifications, and construction review and certification for the breaching of a 100+ year old former public water supply earthen dam with concrete spillway in the Town of Owego, Tioga County, New York. The dam was breached to prevent catastrophic dam failure due to progressive failure of the concrete spillway.



**KEY PROJECT NOTES:**

- Engineering Report
- Construction Review and Certification

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**VESTAL HILLS COUNTRY CLUB**

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**Upper Pond Dam Repairs**

Keystone Associates was contracted to complete survey, design, engineering report, construction plans and specifications, and construction review and certification for the rehabilitation of an existing irrigation water supply impoundment earthen dam with concrete outlet structure/ductile iron pipe primary spillway for the Vestal Hills Country Club Golf Course, Town of Binghamton, Broome County, New York.

**Tee 18 Pond and Dam**

Keystone Associates was contracted to complete survey, design, hydrologic/hydraulic computations, engineering report, construction plans, permitting, construction review and certification for the Tee 18 Pond and Dam, Town of Binghamton, Broome County, New York. The earth fill dam with a concrete outlet structure with concrete pipe service spillway and excavated earth emergency spillway was constructed with on-site soil materials. The pond formed a golf course amenity and provides irrigation water for the fairways and tees.



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## ADDITIONAL PROJECT EXPERIENCE

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### **Bonin Lake Dam - Annual Dam Inspection**

Keystone Associates was retained to perform an annual inspection of the Bonin Lake Dam in accordance with Pennsylvania Department of Environmental Protection (PADEP) requirements. Our work included a visual inspection of the dam and completion of PADEP's "Dam Inspection Checklist" with photographs and a brief inspection summary narrative.

### **Gillespie Pond Dam - Geotechnical Engineering Services**

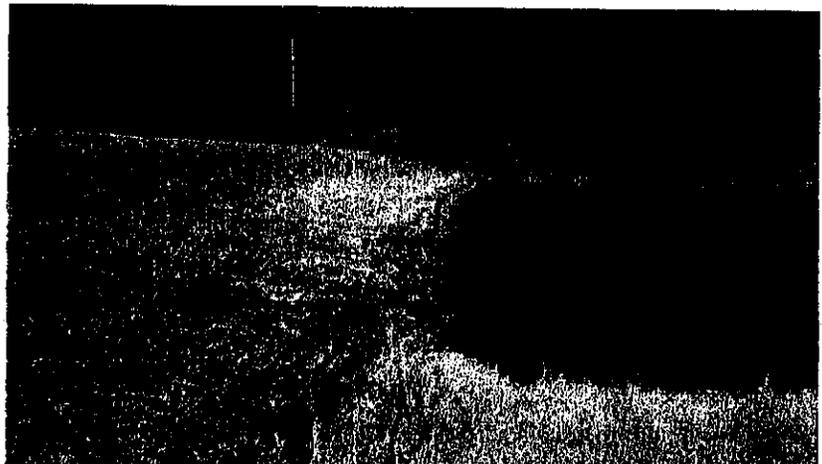
Keystone Associates was retained to provide geotechnical engineering services relating to proposed improvements to the Gillespie Pond Dam in New Milford, PA. Professional services included drilling contractor oversight, the advancement of two borings to a depth of 15 feet with continuous sampling from the surface to a depth of 10 feet and the preparation of a subsurface log for each boring.

### **Jerome E. Arledge Pond Dam - Dam Safety Regulations Compliance**

Keystone Associates was retained to provide engineering service required for compliance with NYSDEC's Dam Safety Regulations regarding the Jerome E. Arledge Pond Dam in the Town of Walton. Services provided include development of an Inspection and Maintenance Plan, Dam Safety Inspection and Report, preparation of an Emergency Action Plan and Annual Certifications.

### **Ludlow Lake Dam Modifications**

Keystone Associates was retained for the proposed modifications to the Ludlow Lake dam. The project included the review of regulatory requirements for dam safety improvements, review of existing dam safety inspections reports from US Army Corps of Engineers, compiling watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, performing hydraulic computations for recommended spillway improvements, performing structural stability computations for recommended improvements to existing dry-laid stone dam, preparing an Engineering Report and Application for Dam Safety Improvements to regulatory agencies for construction permits, preparing plans and specifications for proposed recommended improvements, assisting dam owners during construction and preparing construction certification for regulatory approval.



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## ADDITIONAL PROJECT EXPERIENCE

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### **Lake Macham Dam - Annual Dam Inspection**

Keystone Associates was retained to perform an annual dam inspection in accordance with the Pennsylvania Department of Environmental Protection (PADEP) requirements. Our services included a visual inspection and photo documentation of the dam, spillway and adjacent areas; and completion and submittal of a Dam Inspection Report including a dam inspection checklist and inspection summary to PADEP.

### **Broome County Industrial Development Agency (BCIDA)**

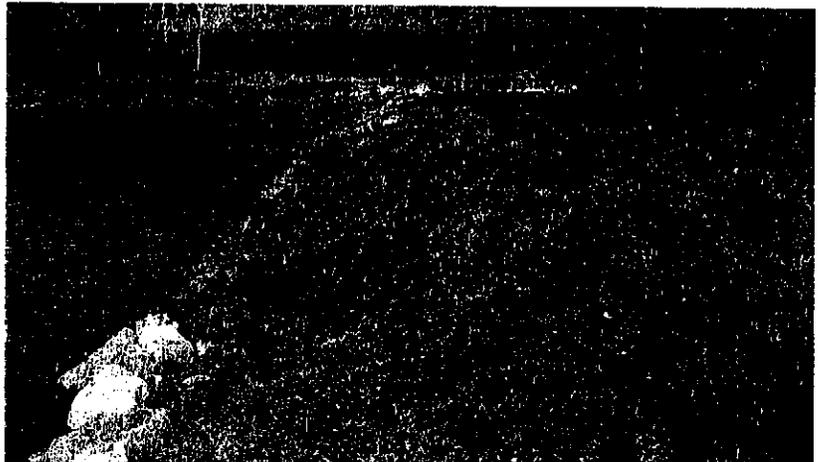
Project consists of two existing watershed dams in the Broome Corporate Park located in the Town of Conklin, New York that need repairs in accordance with NYSDEC Dam Safety requirements. Project services included: site surveys, hydrologic and hydraulic computations, emergency action plan, civil design, permitting, inundation mapping, bidding assistance, construction administration and certification report.

### **Roamingwoods Lake Dam, Lake Ariel, PA**

Keystone Associates was retained to design a roller compacted erosion resistant face over the downstream embankment. The dam is a 27 ft. high earthen dam used for recreation.

### **Lange Dam, Town of Oxford**

Keystone Associates was retained to inspect the site; prepare a topographic survey of the dam area; perform the necessary hydrologic and hydraulic analysis required to determine operating characteristics and facilitate design of recommended improvements; prepare plans and specifications for renovation work; and make application to regulatory agencies to bring the structure into substantial compliance with the consent to order.



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## ADDITIONAL PROJECT EXPERIENCE

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### **Blue Top Dam**

Keystone Associates was contracted to complete survey, design, hydrologic/hydraulic computations, engineering report, construction plans, permitting, and construction review and certification for the Blue Top Dam, Town of Fenton, Broome County, New York. The earth fill dam with a concrete drop inlet service spillway and excavated earth emergency spillway was constructed with on-site soil materials. After topsoil and seeding the side slopes, the low-level drainpipe valve was closed and the pond allowed to fill naturally to form a recreational resource for swimming, boating, and fishing.

### **Swamp Pond Dam**

Keystone Associates was contracted to complete survey, hydrologic/hydraulic computations, engineering report, and recommendations for compliance with current dam safety criteria for the Swamp Pond Dam in the Town of Tusten, Sullivan County, New York. The engineering report was completed and submitted to the NYSDEC. The rock filled dam with a concrete gravity dam spillway was constructed circa 1920 to provide an impoundment to power an excelsior mill. The dam is currently used to maintain a recreational lake for swimming, boating, and fishing and was upgraded to meet current dam safety criteria.

### **Spencer Lake Dam**

Keystone Associates was contracted to complete survey, hydrologic/hydraulic computations, engineering report, and recommendations for compliance with current dam safety criteria for the Spencer Lake Dam in the Town of Spencer, Tioga County, New York. The engineering report was completed and submitted to the NYSDEC. The earth filled dam with a concrete gravity dam spillway was constructed circa 1920 to provide an impoundment to power a mill. The dam is currently used to maintain a recreational lake for swimming, boating, and fishing and will require upgrading to meet current safety criteria.

### **Lake Bonin Dam**

Keystone Associates was retained for the proposed modifications to 120 ft. by 28 ft. high dam. The project included the review of regulatory requirements for dam safety improvements, review of existing dam safety inspections reports from PADEP, compiling watershed data for existing dam and spillway including field measurements and necessary investigations to verify dam safety inspection findings, performing hydraulic computations for recommended spillway improvements, preparing Engineering Report and Application for Dam Permit to regulatory agencies for construction permits, preparing plans and specifications for proposed recommended improvements, assisting dam owner during construction and preparing construction certification for regulatory approval. Additional services included the preparation of an Emergency Action Plan and Inundation Map.

### **Broome County IDA - Emergency Dam Repairs**

Keystone Associates dba Hawk Engineering was retained by the Broome County IDA to provide engineering services concerning emergency repairs of Dam 1 in the Broome Corporate Park.



# Village of Wappingers Falls

INCORPORATED 1871

2628 SOUTH AVENUE, DUTCHESS COUNTY, WAPPINGERS FALLS, N.Y. 12590-2701

OFFICE OF

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

January 31, 2013

To: Planning Board, Village of Wappingers Falls  
Dutchess County Health Department

Re: Lead Agency Coordination Request  
Site Plant for the Construction of the New Village Highway Garage

The Village of Wappingers Falls Village Board is proposing an application for the above referenced project. The Village Board has made a preliminary determination that it is the most appropriate agency to conduct the State Environmental Quality Review (SEQR) of this project since the anticipated impacts are of primarily local significance. Enclosed please find a copy of the Environmental Assessment Form and any other application materials submitted by the applicant. The Village Board requests a response from your office as soon as possible.

Please check all of the boxes below that apply and return this letter to the above address within thirty (30) days.

*Rec'd. SEQR package on 2/5/13.*

We consent to the Village of Wappingers Falls Village Board serving as Lead Agency on this application.

*Peter J. Marlow  
DCHD*

We do not consent to the Village of Wappingers Falls Village Board serving as Lead Agency on this application and wish to contest lead agency designation under the procedures found in 6 NYCRR 617.6(b).

Our agency's jurisdiction on this application is as follows:

\_\_\_\_\_  
\_\_\_\_\_

Potential issues of concern are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Please provide any additional comments on the reverse side of this letter. If you have any questions, please direct them to the contact person named below. Thank you for your attention to this matter.

Contact Person: John Karge, Village Clerk (845) 297-8773 Extension 4

**PAGGI, MARTIN & DEL BENE LLP**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
56 MAIN STREET  
POUGHKEEPSIE, NY 12601  
(845)471-7898/Fax (845) 471-0905

# Memo

**To:** Village Board, Village of Wappingers Falls  
John Karge, Village Clerk  
Planning Board, Village of Wappingers Falls

VIA E-MAIL/MAIL:

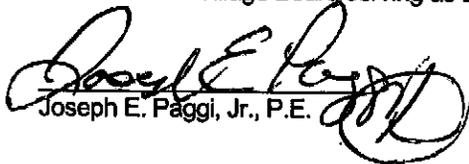
**From:** Joseph E. Paggi, Jr., P.E.

**Date:** February 5, 2013

**Re:** SEQR – Construction of the New Village Highway Garage

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Attached please find Dutchess County Health Department acknowledgement that they consent to the Village Board serving as Lead Agency on the new Highway Garage.

  
Joseph E. Paggi, Jr., P.E.

JEP:law  
Attachment

**PAGGI, MARTIN & DEL BENE LLP**  
*Consulting Engineers & Land Surveyors*

---

56 Main Street  
Poughkeepsie, New York 12601  
845-471-7898  
845-471-0905 (FAX)

**E-MAIL/MAIL:**

February 11, 2013

RECEIVED  
FEB 12 2013  
VILLAGE CLERK'S OFFICE  
VILLAGE OF WAPPINGERS FALLS

Village Board  
Village of Wappingers Falls  
2628 South Avenue  
Wappingers Falls, New York 12590

Attention: Hon. Matt Alexander, Mayor

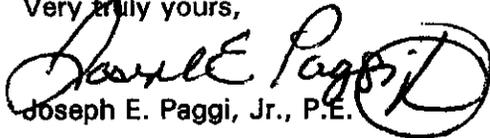
Reference: Sanitary Sewer Lateral Connection  
Valero Gas Station, South Avenue

Dear Mayor Alexander & Trustees:

I am in receipt of a copy of a letter from the Engineers for the proposed Valero Station on South Avenue requesting approval of the sanitary sewer lateral connection into the Village's collection system in the estimated amount of 800 GPD. I advise that there are no engineering related concerns associated with this request. I would recommend that the proper grease trap be placed on the lateral connection and all other details associated with the construction of a proper sewer lateral are followed.

Should you have any questions or comments, please do not hesitate to contact this office.

Very truly yours,

  
Joseph E. Paggi, Jr., P.E.

JEP:law

cc: Peter J. Paggi, DPW  
Robert Osterhoudt, P.E.  
John Karge, Village Clerk



# BOHLER

ENGINEERING

5 Computer Drive West, Suite 203  
 Albany, NY 12205  
 PHONE 518.438.9900  
 FAX 518.438.0900

**VIA OVERNIGHT DELIVERY**

February 8, 2013

Village Board of Trustees  
 Village of Wappingers Falls  
 2628 South Avenue  
 Wappinger's Falls, NY 12590

RE: Sanitary Sewer Service Connection  
 Proposed Convenience Store  
 2558 South Ave (Valero Gas Station)

Dear Board of Trustees:

We are writing on behalf of our Client, Mr. Frank Hessari of Wappingers Properties LLC, relative to their proposed reinvestment project for their property located at 2558 South Avenue in the Village of Wappingers Falls. The proposed project involves the demolition of the existing gasoline service station facility and redevelopment of the site with a new convenience store/sandwich shop facility with fuel sales. We understand that the Village Board of Trustees must approve the sanitary sewer service connection for the proposed project and are therefore respectfully requesting that the Village Board of Trustees consider granting this approval at their next regularly scheduled meeting on Wednesday, February 13, 2013.

Based on flow rates established by the NYSDEC we estimate the proposed water usage for the facility to be approximately 800 GPD. In support of the request to approve the proposed sanitary sewer service connection we have also enclosed the following items for the above referenced project:

- A. Six (6) copies of 24" x 36" plan entitled "Site Plan", dated April 22, 2009, last revised February 7, 2013, Sheet 3 of 11, prepared by this office.
- B. Six (6) copies of 24" x 36" plan entitled "Utility Plan", dated April 22, 2009, last revised February 7, 2013, Sheet 6 of 11, prepared by this office.

We look forward to the Board of Trustees approval of the service connection for the subject project. The Applicant is hopeful that construction can start on this project in the Spring of this year in order to accommodate the limited construction season and complete the project by year end so your assistance is greatly appreciated. Should you have any questions or require any additional information, please feel free to contact us at (518) 438-9900.

Sincerely,

**BOHLER ENGINEERING, LLC**  
 Robert W. Osterhoudt, P.E.

**Attachments**

cc: Frank Hessari (via email with enclosures)  
 Joseph E. Paggi, Jr., P.E. (with enclosures)

**OTHER OFFICE LOCATIONS:**

- Southborough, MA  
508.480.9900
- Ronkonkoma, NY  
631.738.1200
- Warren, NJ  
908.668.8300
- Center Valley, PA  
610.709.9971
- Chalfont, PA  
215.996.9100
- Philadelphia, PA  
267.402.3400
- Towson, MD  
410.821.7900
- Sterling, VA  
703.709.9500
- Warrenton, VA  
540.349.4500
- Bowie, MD  
301.809.4500
- Fort Lauderdale, FL  
954.202.7000
- Tampa, FL  
813.379.4100

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

TABLE

10607220.20

At a regular meeting of the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, held at the Village offices on Spring Street, in Wappingers Falls, New York, in said Village, on January 9, 2013, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED JANUARY 9, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, as follows:

Section 1. For paying the cost of the renovation of the Highway Barn interior, in and for the Village of Wappingers Falls, Dutchess County, New York, including incidental improvements in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$611,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$611,000, and the plan for the financing thereof is by the issuance of the \$611,000 bonds of the Village of Wappingers Falls, Dutchess County, New York, authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the foregoing specific object or purpose constitutes a capital improvement and that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a class "C" building within the meaning of subdivision

eleven of said paragraph a.. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years, and that the foregoing is not an assessable improvement.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Wappingers Falls, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Wappingers Falls, Dutchess County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of the Village; provided, however, that in the exercise of these delegated powers, he

or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of its Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or

are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary in the *Poughkeepsie Journal*, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,  
which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

STATE OF NEW YORK     )  
                                          ) ss.:  
COUNTY OF DUTCHESS    )

I, the undersigned Village Clerk of the Village of Wappingers Falls, Dutchess County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolutions contained therein, held on January 9, 2013, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board of Trustees had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village Clerk

(CORPORATE  
SEAL)





declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York  
\_\_\_\_\_, 2013

\_\_\_\_\_  
Village Clerk

Sworn to before me on  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

TABLE

10607220.22

At a regular meeting of the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, held at the Village offices on Spring Street, in Wappingers Falls, New York, in said Village, on January 9, 2013, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to-wit:

BOND RESOLUTION DATED JANUARY 9, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$173,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF THE EXISTING POST OFFICE BUILDING, PRESENTLY USED FOR VILLAGE OFFICES, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, as follows:

Section 1. For paying the cost of the purchase of the existing Post Office building, presently used for Village offices, in and for the Village of Wappingers Falls, Dutchess County, New York, including incidental improvements in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$173,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$173,000, and the plan for the financing thereof is by the issuance of the \$173,000 bonds of the Village of Wappingers Falls, Dutchess County, New York, authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the foregoing specific object or purpose constitutes a capital improvement and that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision eleven of paragraph a of

Section 11.00 of the Local Finance Law, as the existing Post Office is a class “B” building within the meaning of subdivision eleven of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years, and that the foregoing is not an assessable improvement.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Wappingers Falls, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Wappingers Falls, Dutchess County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such

bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of the Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of its Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary in the *Poughkeepsie Journal*, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,  
which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*



I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Village Clerk

(CORPORATE  
SEAL)

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, at a meeting held on January 9, 2013, duly adopted the resolution published herewith, a summary of which is published herein, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Wappingers Falls, Dutchess County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED JANUARY 9, 2013

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$173,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF THE EXISTING POST OFFICE BUILDING, PRESENTLY USED FOR VILLAGE OFFICES, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision eleven of paragraph a of Section 11.00 of the Local Finance Law, as the existing Post Office is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated:           Wappingers Falls, New York  
                  \_\_\_\_\_, 2013

\_\_\_\_\_  
Village Clerk

AFFIDAVIT OF POSTING

STATE OF NEW YORK     )  
                                          ) ss.:  
COUNTY OF DUTCHESS    )

I, the undersigned Clerk of the Village of Wappingers Falls, Dutchess County, New York,  
DEPOSE AND SAY:

That on \_\_\_\_\_, 2013, I caused to be posted a summary Notice of Adoption of a  
bond resolution adopted January 9, 2013, at the following six (6) conspicuous public places in said  
Village:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A true, correct and complete copy of such summary Notice of Adoption, in the exact form  
in which the same was actually posted, is set forth below.

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers  
Falls, Dutchess County, New York, at a meeting held on January 9, 2013, duly adopted the  
resolution published herewith, a summary of which is published herein, subject to a permissive  
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interest on such obligations as the same respectively become due and payable; that an annual  
appropriation shall be made in each year sufficient to pay the principal of and interest on such  
obligations becoming due and payable in such year; that the power to authorize the issuance of and  
to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by  
such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other  
matters, except as provided in such resolution, relating to the bonds authorized, including the date,  
denominations, maturities and interest payment dates, within the limitations prescribed in such  
resolution and the manner of the execution of the same and also including the consolidation with  
other issues, and the authority to issue such obligations on the basis of substantially level or

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Dated: Wappingers Falls, New York  
\_\_\_\_\_, 2013

\_\_\_\_\_  
Village Clerk

Sworn to before me on  
\_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

# Appendix 10 – Annual Checklist for Review of Justice Court Records

Name of Municipality:

Village of Wappingers Falls

Month Reviewed:

6/1/11 Through 5/31/12

Name of Justice:

Judge Raymond Chase  
Judge Vincent Francese

Review Performed By:

Jennifer A. Brown,  
Treasurer

Date

1/23/13

### Annual Checklist for Review of Justice Court Records

Yes No

#### Cash Receipts Book

- ▶ Are pre-numbered receipt forms issued for all collections?
- ▶ Are duplicate receipts kept for court records?
- ▶ Are receipts recorded up-to-date?

Chase Last recorded receipt: 1/23/13 \$ 500.00  
 Francese # ~~34436~~ 4165 Date 1/22/13 Amount \$ 100.00

- ▶ Is the receipt book maintained in a manner to identify date received, payer, and the amount of fines, fees, bail and other categories of collection?
- ▶ Are deposits identified?
- ▶ Are duplicate deposit slips kept for court records?
- ▶ Are deposits made within 72 hours of collection (exclusive of Sundays and holidays)?
- ▶ Are deposits recorded up-to-date?

Last recorded deposit: Chase \$1,353.00  
 Date 1/23/13 Amount Francese \$860.00

- ▶ Is the receipt book totaled and summarized at the end of each month?  
 Last Month Totaled and Summarized December 2012

#### Cash Disbursements Book

- ▶ Are pre-numbered checks used for all disbursements other than petty cash?
- ▶ Are all checks signed by the Justice?
- ▶ Are canceled checks (or check images) returned with bank statements and kept for court records?
- ▶ Are checks recorded up-to-date?

Chase Last recorded check: # 4119 Date 1/22/13 Amount \$97.00  
 Francese # 1526 Date 1/22/13 Amount \$50.00

#### Bank Reconciliations

- ▶ Are bank accounts reconciled promptly after bank statements are received?  
 Last Bank Reconciliation for Each Bank Account:  
 Date Performed January 2013 Month Ending December 2012

#### Additional Supporting Records

- ▶ Is a list of bail maintained?
- ▶ Is a record of uncollected installment payments maintained?

NOTE: Do not accept installment payments.

NOTE: Reconciliation done each month and kept with report to Justice Court Fund for Audit + Control

## Annual Checklist for Review of Justice Court Records

	Yes	No
<b><u>Dockets and Case Files</u></b>		
▶ Are separate dockets maintained for various classifications of cases, such as Vehicle and Traffic, Criminal, Civil and Small Claims?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Are case files maintained for all cases? <u>Manual</u> an index is an alphabetical list of cases with case numbers as a cross-reference. This will assist in locating cases since case files are filed by disposition date. If computerized, the index is maintained in the system and can be accessed at any time by name, ticket number or address.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Do dockets for disposed cases appear to be complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Do dockets for disposed cases agree with amounts reported?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Cash Book Reconciliation

▶ Is the cash book reconciled to the adjusted bank balances at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Does the cash book total agree with the bank reconciliation and supporting information?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*Last Cash Reconciliation:*

Date Performed January 2013 Month Ending December 2012

### Reports to the Division of Criminal Justice Services

▶ Are reports made timely to the Division of Criminal Justice Services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Reports to the Justice Court Fund

▶ Are reports made timely to the Justice Court Fund?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Do reported amounts agree with docket dispositions and case files?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Do reported amounts agree with cash receipt and disbursement books? Last report submitted: Month Ending <u>December</u> Date <u>1/2/13</u> Amount <u>\$38,516.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ Has the court received any notices regarding late reporting? If yes, why were the reports late and what corrective actions were taken? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Annual Checklist for Review of Justice Court Records

Yes No

#### Reporting to the Department of Motor Vehicles - TSLED Program

▶ Has the court received any notices regarding pending cases?  
If yes, why were the cases pending and what corrective actions were taken, if any \_\_\_\_\_

Note: Cases over 60 days are eligible to be Scofflawed. TSLED sends a monthly listing of pending cases to the Court. The court should respond either manually or electronically to TSLED with the outcome of these pending cases.

▶ Are reports from TSLED to the court maintained and utilized?  
Last TSLED Report Available: Date 1/22/13  
Note: Courts can access reports on-line from TSLED at any time.

NOTE 1

▶ How many cases are shown as pending in the last TSLED report? 1,480 @ December 2012

▶ Does the cash book total agree with the bank reconciliation and supporting information?

- Is the number of pending cases reasonable? 60
- How many cases are shown as pending for more than 60 days? 1,480
- What actions have been taken to dispose of these cases?

#### Overall Evaluation

Everything was in order and the staff does an excellent job of keeping all records maintained and organized. They are very efficient, and all reporting, reconciliations and recording is done in a timely manner. The court is very busy and have added a new clerk since the last audit. Even with the increased work load, everything appears to be in order.

NOTE 1: When a ticket is written it is sent to TSLED and is considered pending. Once ticket is written, the court date is set. The court must wait 60 days before they can suspend a license. Many of the pending cases are on the schedule to be handled and will clear in a reasonable amount of time.

8 CARMINE DR.  
WAPPINGERS FALLS  
NY,12590  
JANUARY,10, 2013

VILLAGE BOARD & MAYOR  
2628 SOUTH AVE.  
WAPPINGERS FALLS,NY, 12590

MAYOR & TRUSTEES

I AM REQUESTING PERMISSION FROM THE VILLAGE BOARD TO RUN THE 36th ANNUAL JOSEPH McDONALD/BILL CRUSIE MEMORIAL RUN ON SATURDAY,JUNE 2,2013.THE MAMAS & PAPAS SENIOR RUN/WALK ON AUGUST 31,2013 AND THE KNIGHTS OF COLUMBUS RUN ON SATURDAY DECEMBER 7,2013.I WOULD ALSO APPRECIATE YOUR HELP IN OBTAINING PERMISSION FROM THE TOWN OF POUGHKEEPSIE OFFICALS AND THE VILLAGE POLICE DEPARTMENT TO RUN THE RACE USING VILLAGE AND TOWN STREETS.THE MID HUDSON ROAD RUNNERS CLUB WILL PROVIDE LIABILITY INSURANCE FOR THE ABOVE RACES.  
THANK YOU IN ADVANCE FOR YOUR SUPPORT AND COOPERATION.

CC:VILLAGE FIRE DEPT.

Thank You  
Race Director  
  
Pete Sanfilippo

Mid Hudson Road  
Runners Club



# NEW YORK STATE UNION OF POLICE ASSOCIATIONS, INC.

263 ROUTE 17K – SUITE 1004  
NEWBURGH, NEW YORK 12550  
(845) 566-4066 · FAX (845) 566-9416

AFFILIATED  
INTERNATIONAL UNION OF POLICE ASSOCIATIONS  
AFL-CIO



ANTHONY V. SOLFARO  
PRESIDENT

January 16, 2013

Matthew Alexander, Mayor  
Village of Wappingers Falls  
Village Hall  
2628 South Avenue  
Wappingers Falls, New York 12590

**RECEIVED**

JAN 17 2013  
VILLAGE CLERK'S OFFICE  
VILLAGE OF WAPPINGERS FALLS

Re: Village of Wappingers Falls and the Wappingers Falls Police Benevolent Association  
2013 Negotiations

Dear Mayor Alexander:

The Village of Wappingers Falls Police Benevolent Association (PBA) is an affiliated organization. On behalf of the PBA this letter shall serve to advise the Village that it wishes to commence negotiations towards a successor collective bargaining agreement to be effective June 1, 2013. I'm requesting that you and/or the Village's representative contact me to schedule mutually agreeable date(s) and time(s) to commence negotiations.

On behalf of the PBA, thank you for your time and cooperation in this matter.

Sincerely,

Anthony V. Solfaro  
President

AVS/mlm

cc: Martin Novick, PBA President (via e-mail only)

**DUTCHESS COUNTY ENHANCED 911  
DEPARTMENT OF EMERGENCY RESPONSE  
392 CREEK ROAD  
POUGHKEEPSIE, NY 12601**

Friday, February 01, 2013

**RECEIVED**

John Karge, Village Clerk  
Village of Wappingers Falls  
2628 South Av  
Wappinger Falls, N.Y. 12590

FEB - 4 2013

**Village of Wappingers Falls**

Mr. Karge:

Creekside Springs Development

As per our conversation on Thursday January 31, 2013 I contacted Jay Poggi regarding the access road to the proposed Creekside Springs. The issue is a "paper" road called Franklindale Av. this is accessed from Market St. whereas this is not to be confused with Franklindale Av. that goes from South Av. to Clapp Av.

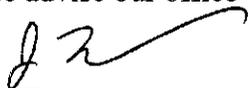
I have been advised by the developer of Creekside Springs that 3 buildings will be constructed with the access coming from Market St. My concern is this will require a private drive or be addressed to this currently paper road. If the village uses the name Franklindale Av. it may cause confusion with the existing street. My office needs confirmation as to what this section is to be called.

If the village were to use Franklindale in the name, I suggest adding a prefix to it. If the village were create a new name for this section, the developer has provided me with the following names

Springside Ct  
Creekside Springs Ct  
Creekside Commons

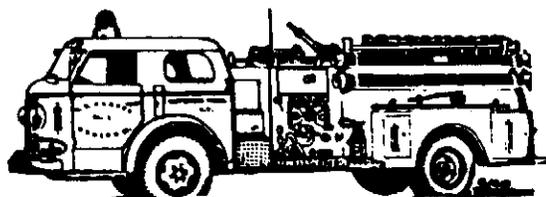
The residents at 120 Market St, tax parcel 6158-17-158094 will no longer be directly accessed from Market St and will have to be addressed to the new street.

Please advise our office what street name we are to use.



James Tompkins,  
Program Assistant  
Dutchess County Real Property Tax  
Addressing Office  
(845) 486-6532  
(845) 486-6529 - Fax  
[JTompkins@co.dutchess.ny.us](mailto:JTompkins@co.dutchess.ny.us)

Cc: sent US Mail



# *W.M. T. Garner Engine Co. No. 1*

Established 1869

P.O. Box 88, West Academy Street, Wappingers Falls, NY 12590

February 5, 2013

Dear Mayor and Village Board:

On February 4, 2013 Jason Valentine was removed as a member of W.T Garner Engine Company No.1

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Craig Stilwell". The signature is written in a cursive, flowing style.

Craig Stilwell – Recording Secretary

## **S.W.JOHNSON ENGINE COMPANY NO.2**

5 School St.  
Wappingers Falls, New York

Tel: 298-SWJ2

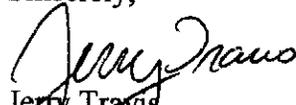
Feb.11, 2013

John Karge  
Village Clerk  
Village of Wappingers Falls

John,

Please be advised that as of our February meeting, that Christopher Phillips relocated out of state and is no longer a member of our Fire Company. Please forward to the Village Board for their records.

Sincerely,

  
Jerry Travis  
Secretary