

AGENDA ITEMS

**VILLAGE BOARD
MEETING**

2/11/2015

**Mr. David Briggs
36 West Street
Wappingers Falls, NY 12590**

January 14, 2015

To the Board of Trustees
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, NY 12590

Re: tax parcel 134601-6158-14-296439-0000

To the Board:

I would like to purchase tax parcel 134601-6158-14-296439-0000 on West Street directly East of my property on 36 West Street (downhill). The Property West of mine recently sold for \$3,500. I feel a fair offer for this particular lot is \$8,000. I understand that there is a cost associated with having a required appraisal by the Village. My offer includes the cost of the appraisal. However, if the appraisal is above my offer, please notify me and I might be willing to increase my offer.

My intention is to clear the property of its trees which threaten other property owners on the street. I understand that I will have to work with the building department concerning any future building.

I can be reached at 845-337-8567 if you have any questions.

Sincerely,

David Briggs

A handwritten signature in cursive script, appearing to read "David Briggs", written in black ink.

RECEIVED

JAN 29 2015

VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

8 CARMINE DR.
WAPPINGERS FALLS
NY, 12590
JANUARY, 26, 2015

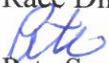
VILLAGE BOARD & MAYOR
2825 SOUTH AVE.
WAPPINGERS FALLS, NY, 12590

MAYOR & TRUSTEES

I AM REQUESTING PERMISSION FROM THE VILLAGE BOARD TO RUN THE 38th ANNUAL JOSEPH McDONALD/BILL CRUSIE MEMORIAL RUN ON SATURDAY, MAY 30, 2015. THE MAMAS & PAPAS SENIOR RUN/WALK ON SATURDAY, AUGUST 29, 2015 AND THE 36th ANNUAL KNIGHTS OF COLUMBUS HOLIDAY RUN ON SATURDAY DECEMBER 5, 2015. I WOULD ALSO APPRECIATE YOUR HELP IN OBTAINING PERMISSION FROM THE TOWN OF POUGHKEEPSIE OFFICIALS AND THE VILLAGE POLICE DEPARTMENT TO RUN THE RACES 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

CREEKSIDE COMMONS, LLC
to
VILLAGE OF WAPPINGERS FALLS

RECREATION TRAIL EASEMENT

This Easement made as of the _____ day of _____, 2015 by and between **CREEKSIDE COMMONS, LLC**, a New York limited liability company, maintaining an office for the transaction of business at 167 Myers Corners Road, Suite 102, Wappingers Falls, NY 12590 (“Grantor”) and **VILLAGE of WAPPINGERS FALLS**, a municipal corporation of the State of New York, maintaining an office for the transaction of business at Village Hall, 2582 South Avenue, Wappingers Falls, NY 12590 (“Grantee”)

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the Village of Wappingers Falls, Dutchess County, New York (the “Property”); and

WHEREAS, the Property received conditional site plan approval from the Village of Wappingers Falls Planning Board on or about December 8, 2011; and

WHEREAS, the Resolution of Conditional Site Plan Approval required, *inter alia*, that Grantor provide to Grantee an easement dedicating a portion of the Property as a recreation trail.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Grantor grants to Grantee a permanent Easement (the “Easement”) to run with the land to be located on the Property which Easement is described by metes and bounds in **Exhibit “A”** of this Easement annexed hereto and made a part thereof which is comprised of Parcel A and Parcel B.
2. The use of this Easement is limited to use as a recreation trail regulated by Grantee for use by the general public.
3. The use of the Easement by Grantee for the general public is limited to passive recreational use for walking, hiking, jogging, running, birdwatching and similar passive recreational uses. The use of motorized vehicles of any kind within the Easement is prohibited except in aid of construction, maintenance and repair of the recreation trail.

4. Further, the use of the Easement for hunting, trapping, bicycling, skateboarding, rollerblading, picnicking, cooking, camping, picnic tables and grill areas is prohibited.
5. The use or possession of alcoholic beverages and controlled substances within the Easement is prohibited.
6. Without limiting the generality of the preceding, dirt bikes, snowmobiles and ATV's are prohibited.
7. The easement may be used by the general public from sunrise to sunset only.
8. Subject to the preceding, the Easement shall be regulated by Grantee as Grantee may determine consistent with the limited purpose of the Easement for use as a recreational trail.
9. The recreational trail shall be located within the boundaries of the Easement.
10. Grantee shall be solely responsible for the maintenance and repair of the Easement including the trail located on the Easement.
11. Grantee shall indemnify and hold Grantor harmless from any claims arising out of acts or omissions of Grantor in the use and management of the Easement.
12. This Easement is granted with an express disclaimer of any duty to keep the Easement safe for the uses, to the extent permitted by this Easement, enumerated in General Obligations Law §9-103 as such section may from time to time be amended. Grantee expressly releases Grantor from any obligation to keep the Easement safe for entry or use. The extent that there is any obligation imposed by law to keep the Easement safe for entry or use, such obligation is expressly assumed by Grantee.
13. In the event that Grantee maintains a policy of liability insurance with respect to the Easement, and in further event that Grantee's insurer will provide coverage to Grantor as an additional insured without any increase in cost for such insurance to the Village, then, and in such event, Grantee shall cause Grantor and its successors and assigns to be named as additional insured on any such policy of liability insurance. Grantee shall furnish to Grantor, its successors and assigns a certificate of insurance evidencing the coverage herein.
14. The easement provided for in this instrument is a permanent Easement to run with the land and shall bind and be enforceable by and against the parties, their successors and assigns. The term Grantor shall include the original Grantor and its successors and assigns and the term Grantee shall include the original Grantee and its successors and

assigns.

15. This Easement shall be governed by and construed in accordance with the laws of the State of New York.

16. In any construction of the terms of this Easement, none of its terms shall be construed against either party by reason of the fact that either party drew the Easement since the final terms of this Easement are the result of negotiations by parties having equal bargaining powers, with each of the parties having full access to legal representation.

17. This Easement is intended to be recorded in the Office of the Dutchess County Clerk.

18. This Easement is not effective until a permanent Certificate of Occupancy is issued by the Village of Wappingers Falls for the 44 dwelling units and associated improvements heretofore granted conditional site plan approval.

19. This Easement includes, in part, an area that is also the subject of a Water Line Easement from Grantor to Grantee by separate easement document. The use of this Easement as a recreation trail is further limited by prohibiting any activity that will damage or interfere with the Water Line Easement portion of the recreation trail.

20. In the event of any inconsistency between the provisions of this instrument and the rules and regulations in effect within the Village of Wappingers Falls for the Greenway Trail System, the provisions of the Greenway Trail System shall control and shall supercede any inconsistent portions of this instrument.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the day and year first above written.

CREEKSIDE COMMONS, LLC

By:

DAVID STENGER, Managing Member

VILLAGE of WAPPINGERS FALLS

By:

MATT ALEXANDER, Mayor



COUNTY OF DUTCHESS

MARCUS J. MOLINARO
COUNTY EXECUTIVE

January 29, 2015

Matthew Alexander, Mayor
Village of Wappinger Falls
2582 South Avenue
Wappingers Falls, NY 12590

Dear Mayor Alexander:

I am pleased to announce that preliminary funding decisions for the 2015 Community Development Block Grant (CDBG) program year have been made and your project, *Lower Wappinger Creek Community Boathouse*, has been recommended for \$242,700. It was our pleasure to work with members of the County Legislature, Community Development Advisory Committee, and other stakeholders to select the projects which best address both municipal needs and County priorities.

We'd like to strongly commend your communities for working together to craft a joint application. Your shared commitment to this project was a major factor in it being selected for funding.

The 2015 program was again very competitive. As you know, the CDBG Program has experienced significant cuts in the past decade. In 2003 we received a little over \$2 million while this year we expect a little over \$1.3 million. In 2003 we funded sixteen municipal projects, this year we will fund eight. In absolute dollars the cut is 34%, but adjusted for inflation the cut is 49%. We effectively have half the money we did a decade ago.

This year we are able provide \$939,000 to eight worthwhile projects in eleven communities. We were also able to provide \$164,000 to seven public service projects that will assist needy households throughout the County.

In this difficult fiscal environment it's more important than ever that we use these funds to make a meaningful impact in our communities. We have asked communities to be more strategic and creative with their applications, and look for opportunities to work with your neighbors to address shared needs. And you have responded. For the first time in years we received two joint applications; one of which is a project that is the product of three municipalities working together. In the future, we ask that whenever it makes sense to do so, you work with other municipalities or service providers and submit for CDBG dollars for joint projects that will not just benefit your constituents but the constituents of surrounding communities across Dutchess County.

Page Two

We would like to thank you for participating in the 2013-2015 Urban County Consortium. We will need to requalify this year for 2016-2018 and will be reaching out this spring. We hope you see the value of this program in your community and neighboring communities, and choose to rejoin. We currently have 100% participation and hope to achieve this again. Even if your community isn't funded in a particular year your participation increases our annual allocation and helps projects in neighboring communities.

One statement we frequently hear is that joining the Consortium keeps you from applying for other funds. The only program Consortium membership precludes you from applying for is the New York State (NYS) CDBG Program. It's important to remember that the federal eligibility requirements for the County and NYS CDBG programs are identical. If a project is ineligible under the County's CDBG Program, it will be ineligible under the NYS CDBG Program. The NYS CDBG Program has also experienced cuts comparable to the County's program so it is also more competitive than ever. All other state and federal programs are open to your communities. If you have any questions about requalifying please contact us.

Once again we want to encourage you to start thinking about your 2016 applications. The Community Development staff is anxious to work with communities throughout the year to help identify competitive projects which meet federal requirement, and local and county goals. The staff can also help communities identify other funding opportunities.

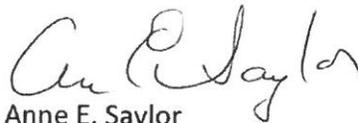
Please note these decisions are preliminary, pending notification of our final grant allocation and completion of the comment periods. You will receive a final award letter once the County is notified of its allocation by the United States Department of Housing and Urban Development. Since unlike last year the federal budget has been finalized, we expect our final allocation number shortly and anticipate being able to issue your agreements this spring.

Congratulations on your funding award. If you have any questions regarding your project, please contact Anne Saylor, Community Development Administrator, at asaylor@dutchessny.us or (845) 486-3600.

Sincerely,



Marcus J. Molinaro
Dutchess County Executive



Anne E. Saylor
Community Development Administrator

c: Robert G. Rolison, Chair, Dutchess County Legislature
Francena I. Amparo, Dutchess County Legislator
Kenneth Roman, Dutchess County Legislator

S.W.JOHNSON ENGINE COMPANY NO.2

5 School St.
Wappingers Falls, New York

Tel: 298-SWJ2

Feb.6 ,2015

John Karge
Village of Wappingers Falls
South Ave.
Wappingers Falls

John,

At our monthly meeting this past Monday night, the Company voted in Joshua Brace as a Probationary Firefighter. His address is 2833 Rt.9D, #14 Wappingers Falls.

Please forward to the Board for their approval.

Sincerely,

Jerry Travis
Secretary

2015 S.W.Johnson Officers

1st Asst.Chief : Mark Scianna
Captain : Rob Viscusi
1st Lieutenant : Mike McKeegan
2nd Lieutenants : Matt Brace
Eng. #6812 : Kevin Delehanty
Asst. Eng.#6812 : Joe Raffaele Sr.
Eng.#6855 : Mark Italiano
Asst.Eng.#6855 : Mike Pantaline
Fire Police : John Chase, John Pantaline, Anthony Galucci.

President	Anthony Galucci
Vice President	John Chase
Treasurer	George Moran
Secretary	Jerry Travis
Trustees	Mike Rodack, John Terralavoro, George Sutton
Auditor	Ken Jennings
Rep to Assoc	Joe Silvestri
Fire Wardens	Tom Paonessa Jr., Kevin Delehanty
Parade Marshall	Warren Hochlowski
Del. to DCVFA	Ray Chase, Ken Jennings
Del. to HVVFA	Ray Chase, Anthony Galucci
Uniform Cust.	Mark Scianna, John Chase
Custodian	Anthony Galucci
Sec.Awards Prog	Mark Scianna
Chaplain	Warren Hochlowski
Refreshment Chair	John Sullivan