

AGENDA ITEMS

**VILLAGE BOARD
MEETING**

3/11/2015

LOCAL LAW NO. 1 FOR THE YEAR 2015

A Local Law entitled Local Law No.1 for the year 2015 adopting 19 NYCRR 1203.5 which establishes minimum standards for the administration and enforcement of the Uniform Fire Prevention and Building Code.

SECTION 1: LEGISLATIVE INTENT

The Village Board of Trustees for the Village of Wappingers Falls has been notified that it is necessary to adopt on a local level a new regulation setting minimum time frames for adherence to Orders to Remedy issued in the Village of Wappingers Falls.

SECTION 2: TEXT

19 NYCRR 1203.5 is hereby adopted by the Village of Wappingers Falls and shall be utilized to govern the issuance of all Orders to Remedy served within said Village.

SECTION 4: EFFECTIVE DATE

This local law shall become effective immediately.

Subject Recognition-Please read at village board meeting
From carl calabrese <ccalabr781@aol.com>
Date Monday, February 23, 2015 5:08 pm
To matt@wappingersfallsny.gov , casperkill1962@gmail.com , Cakoe@aol.com ,
jmkarge@optonline.net , jniznik3@aol.com , jkomorn@optonline.net ,
onyxdavis@aol.com , wffd214@optonline.net

Mayor and Trustees:

On February 20, 2015, Officers Brian Smith and Scott Montfort responded to a local residence for a reported heroin overdose. Officers found a 19 year old unresponsive, a shallow pulse and absent respiration. Officers began first aid/rescue breathing and administered the naloxone according to training. It was determined that the aided was still unresponsive, at which time a second dose of naloxone was administered. A short time later, the aided became responsive and began breathing on his own.

Please acknowledge these officers for their intelligent actions

Carl Calabrese-Police Commissioner

Mr. Matt Alexander
Mayor
The Village of Wappingers Falls
#2582 South Avenue
Wappingers Falls, New York
12590

February 9, 2015

Dear Mr. Alexander,

I am writing on behalf of the Parkinson's Disease Support Group of the Mid-Hudson Valley, Inc., of which I am a Board member. We again respectfully request that you join the U.S. Senate that each year declares April as *World-Wide Parkinson's Disease Awareness Month*. I have attached a proclamation template which you can fill in or copy onto your own document, sign and, if you choose, affix your seal.

Last year 32 Hudson Valley municipalities and the New York Senate issued a similar proclamation for 2014. See the enclosed *Letter to the Editor* of the *Poughkeepsie Journal*. Won't you please join our 2015 effort as you have done in the past?

The completed document can be mailed to my address below or to our P.O. Box shown on the right. This simple act of educational awareness is very helpful in spreading the word about this devastating disease and the need for a cure.

Thank you for your consideration.

Respectfully yours,



Kenneth C. Chatlos
205 Van Mackey Road
Hillside Lake
Wappinger Falls, New York
12590

Enclosures (2)

The
Parkinson's Disease
Support Group
of the Mid-Hudson Valley



P.O. Box 304
LaGrangeville, NY
12540
914-475-2793

Steering Committee

Nancy J. Redkey
Chair

Kenneth C. Chatlos
Scribe

MaryLou Heissenbuttel
Community Liaison

Mary L. Moody
Financial Secretary

Anne R. Olin
Movement Specialist

Barbara A. Sinclair
Hospitality Chair

Promoting quality of life for Parkinson's patients and their families...

Parkinson's Awareness Month Proclamation

WHEREAS, Parkinson's disease is a progressive neurological movement disorder of the central nervous system, which has a unique impact on each patient; and

WHEREAS, according to the Parkinson's Action Network, the Parkinson's Disease Foundation, the American Parkinson's Disease Association and the National Institutes of Health, there are over one million Americans diagnosed with Parkinson's disease; and

WHEREAS, symptoms include slowness, tremor, difficulty with balance and speaking, rigidity, cognitive and memory problems; and

WHEREAS, although new medicines and therapies may enhance life for some time for people with Parkinson's, more work is needed for a cure; and

WHEREAS, increased education and research are needed to help find more effective treatments with fewer side effects and ultimately a cure for Parkinson's disease; and

WHEREAS, a multidisciplinary approach to Parkinson's disease care includes local wellness, support, and caregiver groups; and

WHEREAS, April has been proclaimed as World Wide Parkinson's Awareness Month for all to recognize the need for more research and help in dealing with the devastating effects of Parkinson's disease.

NOW, THEREFORE, I/WE, _____, SUPERVISOR/MAYOR/ THE COUNCIL of the City/Town/Village of _____, do hereby proclaim April as Parkinson's Awareness Month in _____.

Given under my hand in these free United States in the City/Town/Village of _____, on this day of two thousand and thirteen, and to which I have caused the Seal of the City/Town/Village of _____ to be affixed and have made this proclamation public.

Supervisor/Mayor/ Council

Attest:

Opinion

Valley helped boost Parkinson's awareness

Ten million people suffer from Parkinson's disease, more than twice the number of those with Lou Gehrig's disease, multiple sclerosis or muscular dystrophy combined. Many live in the Hudson Valley, but they received a special outpouring of community support during April — Parkinson's Awareness Month.

The New York State Senate, thanks to Sen. Terry Gipson, like the U.S. Senate and House, declared April Parkinson's Awareness Month. Thirty-two New York municipalities did the same. This act boosts awareness of this devastating disease for which there's currently no cure.

Those issuing proclamations are: Beekman, Clinton,

Colonie, Dover, Dutchess County, East Fishkill, the Town and Village of Fishkill, Hyde Park, LaGrange, Menands, Milan, Minoa, North East, Poestenkill, the Town and City of Poughkeepsie, Town of New Paltz, Red Hook, the Town and Village of Rhinebeck, Village of Saugerties, Shandaken, Stanford, Union Vale, Wappinger, Wappingers Falls, Warwick, Washington, Wawarsing, Woodstock, and Yorktown Heights.

In addition, the Mid-Hudson Bridge lights glowed green and yellow, the colors for hope and optimism. The Grinnell Library in Wappingers Falls hosted a month-long educational display and hundreds of participants attended the Parkinson's awareness "Walk Over Water" on the Walkway Over the Hudson.

Arlington High School "Friends of Rachel Club" carried banners for the walk and 45 Siena College students pushed wheelchairs. Heartfelt thanks from the entire Parkinson's community go out to our valley neighbors. Together, we raised more than \$20,000 for research. This brings our 4-year total, with a matching grant, to \$130,000! Thank you all!

Nancy Redkey

chair, Parkinson's Disease Support Group of
the Mid-Hudson Valley, Inc.
LaGrangeville

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

1. _____
Work Initiation
Document Number

2. 03 / 04 / 2015
MM DD YYYY

WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT

SECTION 1

3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):

Private Property Temporary Non-Private Property Assign to These Special Groups

Adjacent Landowner Addendum to a Work Initiation Doc. Amendment to Existing Work Initiation Doc.

a. _____
b. _____
c. _____
d. _____

SECTION 2

4. Cooperator's Name ALEXANDER MATT
Last First Middle

5. Cooperator's Address VILLAGE OF WAPPINGERS FALLS, 2628 SOUTH AVE WAPPINGERS FALLS
Street City

Where will work be performed?
(give address or directions, if different from above) _____

6. Business/Farm/Ranch/or Common Name MESIER PARK 7. NY 10007
State ZIP Code

8. Owner's or Representative's Name _____ 9. 845 -297 -8773
(if different from Cooperator's) Cooperator Telephone Number

10. Owner's or Representative's Address _____
(if different from Cooperator's) Street City State ZIP Code

SECTION 3

11. WS Employee and Work Location Information: <u>KEN PREUSSER</u> WS Employee Name <u>DUTCHESS</u> County <u>New York</u> State	12. Land Class Information: Land Class Acres		13. Adjoining Property Work Information Document Number(s): 1. _____ 2. _____ 3. _____ 4. _____	14. Species Information: 1. <u>Canada Goose</u> 2. _____ 3. _____ 4. _____
	1. <u>local govt</u>	<u>80</u>		
	2. _____	_____		
	3. _____	_____		
Total Acres _____		15. <input type="checkbox"/> If box is checked, attachment lists additional species.		

SECTION 4

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:

COMPONENTS: 1. Egg Oil (100% Corn oil) 2. CORRAL TRAP 3. _____
4. _____ 5. _____ 6. _____

If box is marked, an attachment lists additional methods or devices.

SECTION 5

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.

SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:

NO SWAN NESTS WILL BE TREATED

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER 845-297-8773	ADDRESS 2628 SOUTH AVE WAPPINGERS FALLS, NY 10007	DATE
SIGNATURE AND TITLE (APHIS Representative)	TELEPHONE NUMBER 518-477-4837	ADDRESS 1930 Rt. 9 Castleton, NY 12033	DATE

Instructions for Completing WS Form12A Work Initiation Document for Wildlife Damage Management

Section 1 – Basic Work Initiation Information Item

1. **Work Initiation Document Number** - Record the assigned number for this document.
2. **Date** - Enter the date the form is completed.
3. **Type of Document** - Record the type of Work Initiation Document by marking the appropriate box(es).

Hint: A Work Initiation Document may have more than one characteristic.

Example: A Work Initiation Document can be a Temporary and Urban Document.

Assign to Special Groups: If this Work Initiation Document is to be tracked by special groups which are serviced, list them in this item.

Section 2 – Items in this Section capture data about the Cooperator

4. Enter name of cooperator as it appears on the cooperative service agreement, cooperative service field agreement, Memorandum of Agreement or Understanding, or as it appears in the cooperator's business references.
5. Enter the cooperator's address and alternate address or location if the primary address is different from the site where the work will be done.
6. Enter the name of the cooperator's business, farm, or ranch, if applicable.
7. Enter the State abbreviation and the ZIP Code.
8. Enter the name of the owner or cooperator's representative if it is different from the cooperator name, the area code, and telephone number of the owner.
9. Enter the Cooperator's telephone number, including the area code.
10. Enter the property owner's address (or property owner's representative's work address if this is a non-private agreement), including the ZIP Code even if it is the same as item 6. **NOTE:** If the cooperator's address in Item 5 is also the address of the owner, you need not complete this item.

Section 3 – Information about the WS employee conducting activities, the property being worked on, and the species being addressed is captured in this Section

11. **Employee Name, County and State** - In this subsection, record the name of the WS employee, and the State and county for the site where the work is being performed.
12. **Land Class** - Record the land class being worked on, and enter the number of acres for that land class. Record the total acres by summing all entries in the "Acres" column.
13. **Adjoining Property** - If the Work Initiation Document allows you to work on an adjoining property as part of the project, you must have additional Work Initiation Documents signed by those adjoining land owners/managers. The Work Initiation Document numbers for those properties go in this subsection.
14. **Species/Codes** - List the names of the species that will be targeted during the damage management activities. Official MIS abbreviations for the names of the species may be used.
15. **Additional Species** - If more species are targeted than can be entered in this block, mark this box and attach the WS Form 12A Addendum listing them.

Section 4 – Component Use Information

16. **Components** - List the type of components that will be used in the wildlife damage management activity. If more components are to be used than can be entered in the available space, mark this box in this Section and attach the WS Form 12A Addendum listing them.

Section 5 – Work Initiation Considerations – WS Responsibilities

17. Allow the cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 6 – Work Initiation Considerations – Cooperator Responsibilities

18. Allow cooperator to read this section, or alternately, read it to the cooperator before signatures are affixed.

Section 7 – Special Considerations

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in this Section.

Section 8 – Signatures/Dates

20. Obtain the signature and address of the landowner, lessee, administrator, or representative of the project land(s). Enter a date when the document was signed.
21. The WS employee completing the form signs and enters the official title, telephone number, address, and date. Provide a copy to the cooperator after signature; keep one copy for your files, provide one copy to the State Office, and provide copies to other WS personnel/offices, as appropriate. The Privacy Act Notice required to be given to the cooperator is on the back of the Cooperator Copy of this form.

Privacy Act Notice

Title 5, United States Code, Section 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

Authority for Requesting Information

Title 7, United States Code, Section 426-426c, and Title 16 United States Code, Section 667, authorizes officers, agents, and employees of USDA, APHIS, Wildlife Services, to conduct a program of wildlife service's and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

Nature of Your Disclosure of Information

Disclosure of information solicited by USDA, APHIS, and Wildlife Services, is voluntary.

Principal Purpose for Which the Information is Solicited

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

Routine Uses Which May be Made of the Information

The routine uses which may be made of the information are:

Routine use 1 permits disclosure to cooperative State government officials, employees, or contractors, as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;

Routine use 2 permits disclosure to the appropriate agency, whether Federal, State, local, or foreign, charged with the responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;

Routine use 3 permits disclosure to the Department of Justice when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 4 permits disclosure for use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his/her official capacity, or any employee of the agency in his/her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;

Routine use 5 permits disclosure to appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security or integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.

Routine use 6 permits disclosure to USDA employees or contractors, partner agency employees or contractors, or private industry employees to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse.

Routine use 7 permits disclosure to the National Archives and Records Administration or to the General Services Administration for records management inspections conducted under 44 U.S.C. §§ 2904 and 2906.

Effects of Failure to Furnish Information

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

INTERGOVERNMENTAL AGREEMENT
Between
VILLAGE OF WAPPINGERS FALLS, NY
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety

ARTICLE 3

APHIS WS and the Village of Wappingers Falls, NY agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Village of Wappingers Falls, NY will provide the U.S. Department of Agriculture the sum of \$3,685 plus \$ 6.25 per goose to cover the costs as outlined in the Financial Plan. Payment will be made by check **payable to "U.S. Department of Agriculture"** by a mutually agreed upon date.
3. The Village of Wappingers Falls, NY ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
6. Village of Wappingers Falls, NY certifies that APHIS WS has advised the Village of Wappingers Falls, NY that there may be private sector service providers available to provide wildlife management services that the Village of Wappingers Falls, NY is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective April 1, 2015 and shall continue in effect until September 30, 2015. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Village of Wappingers Falls, NY does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 14-6002487

Village of Wappingers Falls
2628 South Ave
Wappingers Falls, NY 12188

USDA-APHIS-Wildlife Services
1930 Route 9
Castleton, NY 12033

Matt Alexander, Mayor Date

Martin S. Lowney, State Director Date

WORK PLAN

Wildlife Species: Canada Geese

Description of Damage: Overabundant populations of Canada Geese are a threat to human health and safety concern for patrons who recreate at Mesier Park. A single Canada Goose can deposit up to one pound of droppings per day and approximately 100 geese use this park during the year. Park patrons that use the lawn area and the boat launch walk through Canada Goose fecal droppings. The feces are tracked into their cars creating unsanitary conditions. Canada Geese can become aggressive during the breeding season and defend their nests against predators and people with their strong wings and heavy bills.

Location: Wappingers Falls, New York.

Services Provided: Wildlife Services will have two wildlife specialists actively search Wappingers Lake two times during the Canada goose nesting season. Nest treatments will be conducted from April 13, 2015 through May 15, 2015. All nests will be treated with 100% corn oil.

The capture and removal of Canada geese will take place during the summer molt (when the birds are unable to fly) which typically occurs between June 15th to July 15th. USDA-APHIS-WS will capture geese by herding the geese into capture pens. Canada geese are captured by using portable PVC panels about 4 x 8 feet in size. Depending on the number of geese, from 6 – 10 panels would be used to encircle the geese. If the geese are in the water, then biologists and specialists will use kayaks, or canoes to push the geese towards shore. The captured geese are placed alive in commercial turkey crates and transported to a poultry processor to be prepared human consumption. The Canada goose meat will be donated to a food bank.

This work will be conducted in compliance with the Environmental Assessment Decision and Finding of No Significant Impact for Canada Goose Damage Management in the State of New York.

FINANCIAL PLAN

Personnel Costs.....	\$2,503
Vehicle Fuel.....	\$230
Supplies & Equipment	\$165
Subtotal of Direct Costs.....	\$2,898
Pooled Job Costs.....	\$319
Indirect Costs.....	\$468
TOTAL COSTS	\$3,685 plus \$6.25 per goose for processing

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,685 plus \$6.25 per goose.

Financial Point of Contact

Village of Wappingers Falls: John M. Karge, Village Clerk jmkarge@optonline.net (845) 297-9304

APHIS, WS: Howard Stoller, Budget Analyst Howard.S.Stoller@usda.gov (518) 477-4837

State of New York
Executive Department
Division of Alcoholic Beverage Control
State Liquor Authority

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 1 of 2 of Form)

1. Date Notice was Sent: (mm/dd/yyyy) 3/2/2015

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

- New Application Renewal Alteration Corporate Change

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: Village of Wappingers Falls NY

Applicant/Licensee Information

4. License Serial Number, if not New Application: New Application Expiration Date, if not New Application: New Application

5. Applicant or Licensee Name: di'vine

6. Trade Name (if any):

7. Street Address of Establishment: 1 Market Street

8. City, Town or Village: Village of Wappingers Falls ,NY Zip Code: 12590

9. Business Telephone Number of Applicant/Licensee: 845-249-6644

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee: Cavda0814@gmail.com

For New applicants, provide description below using all information known to date.
For Alteration applicants, attach complete description and diagram of proposed alteration(s).
For Current Licensees, set forth approved Method of Operation only.
Do Not Use This Form to Change Your Method of Operation.

12. Type(s) of Alcohol sold or to be sold: ("X" One) Beer Only Wine & Beer Only Liquor, Wine & Beer

13. Extent of Food Service: ("X" One) Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef) Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)

14. Type of Establishment: ("X" all that apply)

Recorded Music Live Music Disc Jockey Juke Box Karaoke Bar Stage Shows

Patron Dancing (small scale) Cabaret, Night Club (Large Scale Dance Club) Catering Facility

Capacity of 600 or more patrons Topless Entertainment Restaurant Hotel

Recreational Facility (Sports Facility/Vessel) Club (e.g. Golf Club/Fraternal Org.) Bed & Breakfast

Seasonal Establishment

WINE BAR

15. Licensed Outdoor Area: ("X" all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify): Plans for outdoor Deck

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York
 Executive Department
 Division of Alcoholic Beverage Control
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
 Local Municipality or Community Board**

(Page 2 of 2 of Form)

16. List the floor(s) of the building that the establishment is located on: 3 Floor Building - All three floors occupied
17. List the room number(s) the establishment is located in within the building, if appropriate: whole building
18. Is the premises located with 500 feet of three or more on-premises liquor establishments? Yes No
19. Will the license holder or a manger be physically present within the establishment during all hours of operation? Yes No
20. Does the applicant or licensee own the building in which the establishment is located? ("X" One) Yes (If Yes SKIP 21-24) No

Owner of the Building in Which the Licensed Establishment is Located

21. Building Owner's Full Name: Sartrey LLC
22. Building Owner's Street Address: 58 Sunflower circle
23. City, Town or Village: Wappingers Falls State: NY Zip Code: 12590

**Attorney Representing the Applicant in Connection with the Applicant's License Application Noted as Above for the
 Establishment Identified in this Notice**

25. Attorney's Full Name: Richard Berube Serino, Mackay and Berube
26. Attorney's Street Address: 12 Walker RD
27. City, Town or Village: Poughkeepsie State: NY Zip Code: 12603
28. Business Telephone Number of Attorney: 845-462-0001
29. Business Email Address of Attorney: smblawinfo@gmail.com

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

30. Printed Name: Scott Pietras Title _____

Signature: X Scott Pietras

McGrath & Company, Inc.

Real Estate Appraisers & Counselors

Dutchess: 1069 Main Street, Fishkill, NY 12524
Phone: (845) 896-5333 | Fax: (845) 896-5340
Email: 1069main@optonline.net

Westchester: 444-D Old Post Road, Bedford, NY 10506
Phone: (914) 234-6300 | Fax: (914) 234-9332

March 3rd, 2015

Village of Wappingers Falls
% John Karge, Village Clerk
2582 South Avenue
Wappingers Falls, NY 12590

**Re: West Street
Section 6158; Block 14; Lot 296439
Village of Wappingers Falls/
Town of Poughkeepsie
Dutchess County, New York**

Dear Mr. Karge:

In accordance with your request, we have prepared an appraisal report for the above captioned property, an irregular shaped parcel comprising .29± acres (12,632± square feet) of vacant "R; Residential" zoned land, situated on the northerly side of West Street in the Village of Wappingers Falls/Town of Poughkeepsie.

The purpose of this appraisal report is to provide you with our opinion of the market value of the fee simple interest in the subject property. Our value estimate is rendered as of the date of our physical inspection, February 24th, 2015. The report describes the scope of the appraisal, the techniques of valuation and the reasoning leading to the opinion of value. This letter does not in itself constitute an appraisal. Rather, it serves to transmit the following restricted appraisal report. The reported analyses, opinions, and conclusions will be developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The opinions and conclusions set forth within this report may not be understood properly without additional information contained within the work file of this property retained within our office.

We have conducted an analysis of the physical aspects of the property and have reviewed relevant market and economic considerations. Within this report, the estimate of market value (fee simple interest), has been based upon the sales comparison approach. Since the subject property is vacant residential land, the income and cost approaches to value have been omitted due to their irrelevancy.

McGrath & Company, Inc.

VALUE ESTIMATE

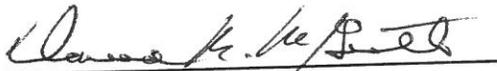
As a result of this analysis, it is our opinion that the market value of the fee simple interest in the subject property, as of February 24th, 2015 was as follows:

FIFTY SEVEN THOUSAND DOLLARS
(\$57,000)

This appraisal has been prepared to conform to the requirements of Section 323.4 (a) and (b) of the Rules and Regulations of the Federal Deposit Insurance Corporation, federal appraisal regulations set forth in title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA), and the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Standard Board of the Appraisal Foundation. We believe the content of this report covers the scope of our assignment. If there are any questions, or if you should require clarification, do not hesitate to call.

Thank you for providing us with the opportunity to assist you with this matter.

Very truly yours,



Donald M. McGrath, MAI, ASA

President

State Certified General Real Estate Appraiser No. 46-2839



Salvatore DeSiena

Appraiser Assistant

State Certified Real Estate Appraiser Assistant No. 48-49858

McGrath & Company, Inc.

1069 Main Street
Fishkill, NY 12524

845-896-5333

845-896-5340

Invoice

Date	Invoice #
3/4/2015	C1502021

Bill To
Village of Wappinger Falls John Karge 2628 South Avenue Wappinger Falls, NY 12590

	Location	Due Date	Rep
Tax ID# 42-1541039	West St/Wapp	4/4/2015	SD

Description	Hours	Rate	Amount
Fee for Restricted Use Appraisal of Property Valuation Date: February 24, 2015 Property Address Property of V/Wappinger Falls West St. Wappinger, NY		1,500.00	1,500.00

Terms: Balance due upon receipt of invoice.
Thank You!

Total	\$1,500.00
Payments/Credits	\$0.00
Balance Due	\$1,500.00

McGrath & Company, Inc.

Real Estate Appraisers & Counselors

Dutchess: 1069 Main Street, Fishkill, NY 12524
Phone: (845) 896-5333 | Fax: (845) 896-5340
Email: 1069main@optonline.net

Westchester: 444-D Old Post Road, Bedford, NY 10506
Phone: (914) 234-6300 | Fax: (914) 234-9332

RESTRICTED
APPRAISAL REPORT

PROPERTY OF
VILLAGE OF WAPPINGERS FALLS
WEST STREET
SECTION 6158; BLOCK 14; LOT 296439
VILLAGE OF WAPPINGERS FALLS/
TOWN OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

MCGRATH FILE #

C1502021

SUBMITTED

VILLAGE OF WAPPINGERS FALLS
% JOHN KARGE, VILLAGE CLERK
2582 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590

VALUATION DATE

FEBRUARY 24TH, 2015

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between _____ ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Edward M. DeAngelo

Date: _____

Date: _____

March 3, 2015

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

Attention: Hon. Matt Alexander, Mayor

Reference: Utility Improvements - Contract No. 1
Market Street/East Main Street/South Avenue

Dear Mayor Alexander & Village Trustees:

Please be advised that bids were received and opened for the above referenced project on Thursday, February 26th, 2015 @ 11:15 a.m. at Village Hall. The bid results were as follows:

• Merritt Construction Inc.:	\$ 3,034,330.30 *
• Sun Up Enterprises Inc.:	\$ 3,450,455.00
• Grant Street Construction, Inc.:	\$ 3,489,000.00
• ELQ Industries, Inc.:	\$ 3,965,414.00
• Montesano Bros., Inc.:	\$ 4,872,466.00
• A. Colarusso & Son, Inc:	\$ 5,064,840.00
• Ben Ciccone, Inc.	\$ 5,113,590.00

***Mathematical Incorrect**

Merritt Construction Inc. was the apparent low bidder at \$ 3,034,330.30. Please be advised that there was a minor mathematical error of \$209.95 in Merritt's bid result, therefore the actual total bid amount is \$3,034,540.25. We have also reviewed the other documentation submitted by Merritt Construction and find that to be acceptable. In addition, we have reviewed the apparent low bidders #2 and #3 for mathematical accuracy and find them to be accurate.

On Monday, March 2nd, 2015, we conducted an interview with Merritt Construction Inc. to determine if they had included and understood all the items detailed in the scope of work of the Contract Documents that is to be completed. After a lengthy discussion with Merritt, it was determined that they understood the scope of the job and all the items necessary to complete the project.

We reviewed the schedule with them and impressed upon them the importance of completing the project this calendar year. There are a number of reasons for this which include:

- Firstly, the subsequent contracts of the project. As you know they cannot, and should not be, started until this project is complete to insure good traffic and pedestrian circulation throughout the Village.

Hon. Matt Alexander
Village Board

- 2 -

March 3, 2015

RE: Utility Improvements - Contract No. 1
Market Street/East Main Street/South Avenue

- Secondly, the impacts on the residents of the Village, both residential and commercial, need to be kept to a minimum amount of time as possible. Therefore, there was a contract requirement to complete the contract in 245 days from Notice of Award. The time expires at the end of this year.

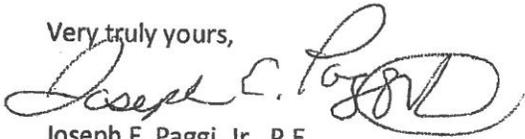
Merritt Construction, Inc. advises us that they have taken this into account and has allotted sufficient manpower and equipment to complete the project within that timeframe. We have reviewed their schedule and find it acceptable. We did advise Merritt, however, if there is an overage of the time allotted then liquidated damages will be sought.

With the above in mind, we recommend that the Contract be awarded to Merritt Construction in the amount of \$3,034,540.25.

By copy of this letter, I am asking John Karge to place this item on the agenda for approval on the Wednesday, March 11th, 2015 Village Board meeting.

If there are any questions or comments, please do not hesitate to contact this office.

Very truly yours,



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

JEP:law

cc: Hon. John Chase
Hon. Kevin Huber
Hon. Scott Davis
Hon. Ronnie Komornick
Hon. Denise Calabrese
Hon. Jennifer Niznik
John Karge, Village Clerk
Peter J. Paggi, DPW
Pat Chase, Water Commissioner
Louis Viglotti, Esq.
Jennifer Brown, Village Treasurer
Merritt Construction Inc.

Subject WT Garner Membership Meeting
From Larry's Main <ljf131@gmail.com>
Date Monday, March 2, 2015 8:23 pm
To "John M. Karge" <jmkarge@optonline.net>

John, please be advised that at the regular Monthly meeting of March 9, 2015, the following new Active Members were sworn in:

Thomas Kellerman
5 Wildwood Dr
Apt. 13D
Wappingers Falls, NY 12590

Lauren Cannizzo
93 Woodcrest Dr
Hopewell Jct, NY 12533

Gwen Ferraro
625 Eder Dr
Stormville, NY 12582

Larry Faughnan
Company Secretary
WT Garner Engine Company

Sent from my iPad

S.W.JOHNSON ENGINE COMPANY NO.2

5 School St.
Wappingers Falls, New York

Tel: 298-SWJ2

Mar.7 ,2015

John Karge
Village of Wappingers Falls
South Ave.
Wappingers Falls

John,

At our monthly meeting this past Monday night, the Company re-instated Michael Travis as an Active member. His address is 2727 West Main St., 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