

AGENDA ITEMS

VILLAGE BOARD

MEETING

03/14/2012

LOCAL LAW NO. 1 FOR THE YEAR 2012

A Local Law entitled "Local Law No. 1 for the year 2009, Amending Section 148-9 of the Code of the Village of Wappingers Falls entitled "Care of Meters" so as to create a subsection "C".

BE IT ENACTED by the Board of Trustees of the Village of Wappingers Falls, as follows:

SECTION 1: LEGISLATIVE INTENT

The Village Board of the Village of Wappingers Falls has deemed it necessary to amend the provisions of Section 148-9 of the Code entitled "Care of Meters" and has created a subsection "C" regarding the same.

SECTION 2:

Section 148-9 "Care of Meters" shall be amended so as to create a subsection "C" with the following language:

- C. If the consumer and/or consumer's contractor damages a meter, exterior touchpad and/or exterior radio, they will be responsible for the purchase and installation of the damaged equipment.

All other portions of this Section shall remain in full force and effect.

SECTION 3: SEVERABILITY

If any provision of this chapter or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of the chapter or the application thereof to other persons and circumstances.

SECTION 4: EFFECTIVE DATE

This Local Law shall become effective immediately upon filing in the office of the Secretary of State.

Village of Wappingers Falls
Local Law No. 2 of the year 2012

A local law of the Village of Wappingers Falls entitled Alternate Planning Board Members Act.

Be it enacted by the Board of Trustees of the Village of Wappingers Falls as follows:

SECTION 1. LEGISLATIVE INTENT

The purpose of this Local Law shall be to establish Alternate Planning Board members.

SECTION 2. TITLE

Alternate Planning Board Members Act.

- A. Short title and applicability. Alternate Planning Board Members Act. This section shall apply to the appointment, terms, functions and powers of alternate members appointed to serve on the Planning Board in the Village of Wappingers Falls.
- B. Declaration of policy. It is sometimes difficult to maintain a quorum on the Planning Board, because members are ill, on extended vacation or find they have a conflict of interest situation on a specific matter before such Board. In such instances, official business cannot be conducted, which may delay or impede adherence to required timelines. The use of alternate members in such instances is hereby authorized pursuant to the provisions of this section.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:
- ALTERNATE MEMBER — An individual appointed by the Village Board to serve on the Village Planning Board when a regular member is unable to participate on an application or matter before the respective Board, as provided herein.
- MEMBER — An individual appointed by the Village Board to serve on the Village Planning Board pursuant to the provisions of the local law or ordinance which first established such Planning Board.
- PLANNING BOARD— The Planning Board of the Village of Wappingers Falls as established by the Village Board of Trustees by local law or ordinance, pursuant to the provisions of § 7-718 of the Village Law.
- D. Authorization/effect.

- (1) The Village Board of Trustees hereby enacts this section to provide a process for appointing alternate members of the Planning Board. These individuals would serve when members are absent or unable to participate on an application or matter before the respective Board.
- (2) Two alternate members of the Planning Board shall be appointed by the Village Mayor, subject to the ratification of the Village Board, for a term of ~~two years~~.
- (3) The Chairperson of the Planning Board may designate an alternate to substitute for a member when such member is unable to participate on an application or matter before the Board. When so designated, the alternate member shall possess all the powers and responsibilities of such member of the Board. Such designation shall be entered into the minutes of the initial Planning Board meeting at which the substitution is made.
- (4) All provisions of state law relating to Planning Board member eligibility, vacancy in office, removal, compatibility of office and service on other boards, as well as any provisions of a local law relating to training, continuing education, compensation and attendance, shall also apply to alternate members.

E. Supersession of Village Law. This section is hereby adopted pursuant to the provisions of § 10 of the New York State Municipal Home Rule Law and § 10 of the New York State Statute of Local Governments. It is the intent of the Board of Trustees, pursuant to § 10 of the New York State Municipal Home Rule Law, to supersede the provisions of § 7-718 of the Village Law relating to the appointment of members to Village Planning Board.

SECTION 3. SEVERABILITY

Severability. If any provisions of this section are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the section shall remain in effect.

SECTION 4. APPLICATION

This Local Law shall take effect immediately.

STATE OF NEW YORK
UNIFIED COURT SYSTEM

Westchester County Courthouse
111 Dr. Martin Luther King Jr. Blvd.
White Plains, NY 10601
(914) 824-5100

2/14/2012
SEND COPY TO MAYOR
M. ALEXANDER
TR. NIZNIK
TR. CHASE
TR. CALABRESA
TR. COSTA
TR. ALFONSO
TR. VISENTIN
V/O W.F. CLERK
J. KATGE
THOMAS J. BROWN


A. Gail Prudenti
Chief Administrative Judge

Michael V. Cocco
Deputy Chief Administrative Judge
Courts Outside New York City

Alan D. Scheinkman
Ninth District Administrative Judge

2/8/2012

Mrs. Eileen Wheeler
Court Clerk
Wappingers Falls Village Court
7 Mill St
Wappingers Falls, NY 12590

Dear Mrs. Wheeler:

Please be advised the Wappingers Falls Village Court has been awarded a grant under the 2011-12 cycle of the Justice Court Assistance Program (JCAP).

JCAP was established by the New York State Legislature in 1999, at the request of the Unified Court System, to help provide our State's town and village courts with the resources and equipment necessary to fulfill their critical role in our justice system. Under the Court System's Action Plan for the Justice Courts, JCAP has been expanded, both in the level of funding and the scope of the projects funded. This fiscal year the Justice Courts applied for over \$6.6 million in JCAP funding. The Wappingers Falls Village Court is one of 402 courts receiving funds this year. The details of your award are set forth on the enclosed form.

Thank you for your participation in the Justice Court Assistance Program.

Very truly yours,

Alan D. Scheinkman
Ninth District Administrative Judge

Charles Apotheker
Supervising Judge

ORI Number: NY013231J

CC: Hon. William F. Mastro, Acting Presiding Justice Appellate Division
Hon Michael V. Cocco, Deputy Chief Administrative Judge
Courts Outside New York City

cc

2011 Justice Court Assistance Program

Please fax this form to 518-438-3518 or mail to:
Office of Justice Court Support, 187 Wolf Road, Suite 103, Albany, N.Y.12205

Application ID # 849

In the space provided below, indicate when the money was spent on the item described below and the exact amount spent.

Funds to be spent within 180 days of receipt

Information about when you spent the grant:

Wappingers Falls Village Court, Dutchess County

District 9

Type Of Application: Individual

If Joint, name of Joint Applicant:

Comments:

Item Category

Grant Amount Approved

Print Name: _____

Office Equipment

\$2,300.00

Signature: _____

I affirm this was received

Date: _____

Amount actually spent: _____

Total Amount of Grant

Wappingers Falls Village

\$2,300.00

SPECIAL NOTE REGARDING AWARD DISBURSEMENTS:

Your Town Supervisor or Village Mayor should receive a check for the amount of the grant or the grant amount will be sent via direct deposit to your municipality. All grant recipients are reminded that, as required by law, funds received hereunder may not be used for purposes other than the purchase of the item(s) set forth on the enclosed award form. Also, as stipulated in the municipal certification accompanying the application for your grant, "any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures."

Please remember to save your receipts for at least three (3) years for audit and review purposes. If the amount you spend purchasing an item is less than the amount awarded in the grant, and that difference is less than 10% of the award for that item, then you may use that savings toward another grant item or towards consumable office supplies. If the savings exceeds 10% of the amount awarded for that item, please contact the Office of Justice Court Support at 1-800-232-0630 for approval.



**TOWN POLICE
TOWN OF FISHKILL**

801 Route 52
Fishkill, New York 12524-3110
(845) 831-1110
Fax (845) 838-6710

Member:

*LACP
National Sheriff's Assn.
Dutchess County Assn.
Chiefs of Police*

*Donald F. Williams
Chief of Police*

March 5, 2012

Commissioner Carl Calabrese
Village of Wappingers Falls Police Department
2628 South Avenue
Wappingers Falls, NY 12590

Dear Commissioner:

Please accept our thanks and appreciation for the assistance of your department with an incident on Sunday, February 19, 2012 in the Town of Fishkill.

A male subject who had been involved in a domestic incident armed with a handgun fired shots from the rear of a residence on Lilac Lane in the Town of Fishkill. Still armed with the weapon, the male fled to a heavily wooded area near a large condominium and townhouse community. The suspect was eventually located on Baxtertown Road and taken into custody.

Police Officer Jaime Ashworth and his K-9 assisted from the beginning to the completion of the search. Without their help, the suspect might have eluded capture.

The cooperation of all agencies involved led to the swift and uneventful conclusion of a serious matter. Please thank your staff for the help that they provided during this incident.

Sincerely,


Donald F. Williams
Chief of Police

Organized April 22, 1872

S.W. JOHNSON ENGINE COMPANY, NO. 2

Meets First Monday of the Month

5 School Street

Wappingers Falls New York, 12590

Telephone: (845) 298-SWJ2

WWW.SWJ2.COM

Mayor Matt Alexander
Trustee's
Robert Alfonso
Denise Calabrese
John Chase
Kristina Costa
Jennifer Niznik
John Visentin

S.W. Johnson Eng Co #2 will be celebrating its 140th Anniversary on April 22, 2012. The company was formed in 1872 with 16 charter members and was named after Samuel W. Johnson, an executive with Garner Print Works. It operated with hand pump engines until 1902 when a steamer was purchased. As the company and village grew, SWJ continued to modernize in equipment and locations, finally moving to a brand new brick building on School St in 1930, where we are located today.

Throughout its 140 years, SWJ has been a 100% volunteer organization. Our volunteers are on call 24 hours a day 7 days a week providing emergency services for the village residents and businesses as well as our surrounding neighbors. Our members put in many hours of personal time in training each year in order to meet NY State mandated requirements and ensuring that emergency equipment is ready at a moment's notice.

While serving the village, we continue to be a good citizen as well. We support many local organizations by contributing time and resources. This include many boys and girls softball leagues, the annual St Patrick's Day Parade, the Town of Wappingers Falls Little League, Hospice of Dutchess County, Memorial Day Services, the Annual visit by Santa at Meiser Park and Fire Prevention education to our local schools. We will continue to have our Breakfast Blowouts this summer as it has become a favorite for many of our older village residents, who enjoy the opportunity to sit and chat with friends and family in a local setting.

S.W. Johnson Eng Co#2 is proud to have served the village for the past 140 years. We will continue to be there for all emergencies whether it is for fire, medical, auto accident, basement pump outs or simply to make sure Santa gets to the park on time.

Thank you for your support,
Anthony Gallucci
President of SWJ

CARMINE DR.
WAPPINGERS FALLS
NY, 12590
10JAN2012

RECEIVED

JAN 16 2012

VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

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

MAYOR & TRUSTEES

I AM REQUESTING PERMISSION FROM THE VILLAGE BOARD TO RUN THE JOSEPH MCDONALD/BILL CRUSIE MEMORIAL RUN ON JUNE 2ND. THIS WILL BE THE 35FT YEAR. START/FINISH AT MESIER PARK.

ON SEPTEMBER 1ST, THE MAMAS & PAPAS RUN WILL TAKE PLACE. THE RACE STARTS & FINISHES AT THE WAPPINGER TOWN HALL, BUT RUNS THROUGH THE VILLAGE.

KNIGHTS OF COLUMBUS HOLIDAY RUN ON SATURDAY, DEC. 1ST. START & FINISH IS AT THE KNIGHTS OF COLUMBUS BUILDING.

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 RACE IS BEING ORGANIZED AND DIRECTED BY THE KNIGHTS OF COLUMBUS, WAPPINGERS FALLS, COUNCIL NO. 1646 AND THE MIDHUDSON ROAD RUNNERS CLUB. LIABILITY INSURANCE WILL BE PROVIDED. THANK YOU IN ADVANCE FOR YOUR SUPPORT AND COOPERATION.

CC: VILLAGE FIRE DEPT.

Thank You
Race Director
Pete
Pete Sanfilippo
Knights of Columbus
Holiday Run
Mid Hudson Road
Runners Club

[RETYPE ON TOWN LETTERHEAD]

March __, 2012

Senator Steve Saland

<<Address>>

<<Town>>, New York <<ZIP>>

Assemblyman Joel Miller

<<Address>>

<<Town>>, New York <<ZIP>>

Re: Home Rule Letter – Grinnell Library

Dear Senator Saland & Assemblyman Miller:

During a regularly scheduled public meeting of the Wappinger Town Board held on February 27, 2011, Roderick MacLeod and Jessica Gonzalez of the Grinnell Library made a presentation and explained that the Grinnell Library was interested in pursuing the formation of a Special District Public Library.

The Town Board understands that this action would require that a bill be passed by the State Legislature to form the new district. We further understand that once the legislation passes both houses, the Governor must sign the legislation into law. The Town Board further understands that the effect of such legislation would be to create the framework for a public library district, separate from the existing Town government and budget, and that the new special district public library would be governed by an elected Board of Trustees, whose number will be determined by the proposed legislation.

The Town Board also understands that the proposed legislation is designed to trigger a referendum to be held during which the qualified voters of the Town of Wappinger and Village of Wappingers Falls would be asked to vote on the following questions:

- Shall the special district public library be formed and funded at an amount to be proposed by the existing Grinnell Library? and
- Shall a trustees be elected?

The Town Board has been advised that the submission of special district library legislation is exempt from the state Constitution home rule message requirements. Nevertheless, the Town Board has agreed that such a message be sent to your office to express our understanding and support.

In that spirit, the Wappinger Town Board has no objection to the proposed legislation being sponsored and moved forward by your respective offices.

Town of Wappinger

Supervisor

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. Creation of library district. Notwithstanding the provisions of any general, special, or local law to the contrary, there is hereby created and established in the towns of Wappinger and Poughkeepsie, county of Dutchess, a public library district which shall consist of the town of Wappinger, hereinafter referred to as the town, excluding those parcels located within the Beacon City School District, and the entire village of Wappingers Falls, including the portion of the village of Wappingers Falls located in the town of Poughkeepsie, hereinafter referred to as the village, and shall be known as the Grinnell public library district, hereinafter referred to as the district. The district will operate a public library to be known as the Grinnell public library.

§ 2. Election. 1. The district herein described shall not come into existence unless and until it is approved with the initial budget in support thereof proposed by the board of trustees of the existing Grinnell library, and nine trustees are elected by a vote of the majority of the qualified voters voting in an election held, not later than September 30, 2013, pursuant to the following provisions:

Upon receipt of a petition signed by not less than twenty-five voters qualified to vote at a general election in the town, the board of trustees of the existing Grinnell library shall conduct an election at which the issues shall be:

(a) whether the public library district herein described with the initial budget in support thereof proposed by the board of trustees of the existing Grinnell library shall be created or not; and

(b) the election of nine trustees as provided by this act.

The board of trustees of the existing Grinnell library shall give notice of such election by publication of notice at least twice in one or more newspapers having a general circulation in the district to be served. The first publication of such notice shall be not less than thirteen days and not more than twenty days prior to the date of such election. In addition, the board of trustees of the existing Grinnell library shall cause copies of such notice to be posted conspicuously in three public places in the district at least thirteen days prior to the date of such election. Such notice shall specify the date and time when and the place where such election will be held and the issues to be decided at such election. The board of trustees of the existing Grinnell library shall designate a resident qualified voter of such district to act as chairperson of any election of such district and shall designate not less than two nor more than four resident qualified voters to act as election inspectors and ballot clerks at such election. No trustee of the existing Grinnell library shall serve as chairperson or as an election inspector or ballot clerk. The board of trustees of the existing Grinnell library may adopt a resolution providing that such chairperson, election inspectors and ballot clerks shall be paid reasonable compensation for their respective services at such election. Every voter who is a resident of the district and otherwise qualified to vote at a general election in the town or village shall be qualified to vote at said election. The board of trustees of the existing Grinnell library may, to the extent authorized by law, authorize the use of absentee ballots for the election. After the polls have closed at such election, the election inspectors and the ballot clerks shall immediately canvass publicly the ballots cast and the

chairperson of the election shall publicly announce the result. Within seventy-two hours thereafter, the chairperson, election inspectors and ballot clerks shall execute and file a certificate of the result of the canvass with the board of trustees of the existing Grinnell library and the town and village clerks. If a majority of the voters approve the formation of the district with the initial budget in support thereof proposed by the board of trustees of the existing Grinnell library, then the district shall come into existence on the terms and conditions set forth in this act.

2. In the event that the district is created, there shall be an annual election conducted by the board of trustees of the Grinnell public library district in accordance with the provisions of subdivision one of this section, at a time to be set by the board of trustees of the Grinnell public library district, at which election vacancies on the board of trustees shall be filled and at which any proposed budget which the board shall determine to submit to the voters pursuant to section four of this act shall be submitted to the voters.

3. Candidates for the office of member of the board of trustees of the Grinnell public library district shall be nominated by petition. No vacancy to be filled on the board of trustees shall be considered a separate, specific office. A separate petition shall be required to nominate each candidate for a vacancy on the board. Each petition shall be directed to the secretary of the board of trustees of the existing Grinnell library, shall be signed by at least twenty-five qualified voters of the district, shall state the residence of each signer, and shall state the name and residence of the candidate. In the event that any such nominees shall withdraw their candidacy prior to the election, such person shall not be considered a candidate unless a new petition nominating such person in the same manner and within the same time limitation applicable to other candidates is filed with the secretary of the board of trustees of the existing Grinnell library. Each petition shall be filed with the secretary of the board of trustees of the existing Grinnell library, between the hours of 9:00 a.m. and 5:00 p.m., not later than the thirtieth day before the election at which the candidates nominated are to be elected. In the event that the new district is created, petitions nominating candidates for the board of trustees for all future elections shall be filed with the secretary of the Grinnell public library district.

4. At any election in such district, the voters may adopt a proposition providing that, in all subsequent elections, vacancies on the board of trustees of the Grinnell public library district shall be considered separate specific offices and that the nominating petitions shall describe the specific vacancy upon the board of trustees for which the candidate is nominated, which description shall include at least the length of the term of the office and the name of the last incumbent, if any. No person shall be nominated for more than one specific office. Such procedure shall be followed with respect to all nominations and elections in subsequent years until and unless such proposition is repealed by the electors of the district at a regular election by adoption of a proposition to repeal the same.

§ 3. Organization and structure. The Grinnell public library district shall be managed, operated, and controlled by a board of trustees consisting of nine members. The trustees shall take office at the first regular meeting of the board of trustees of the Grinnell public library district following their election. At the first regular meeting of the board of trustees of the district, the trustees shall determine when the terms of office of each member shall expire as follows: the trustees receiving the first, second, and third highest number of votes shall each

serve for three years, the trustees receiving the fourth, fifth, and sixth highest number of votes shall each serve for two years, and the trustees receiving the seventh, eighth, and ninth highest number of votes shall each serve for one year. As vacancies occur due to expiration of terms of office, trustees shall be elected by the voters of the district at the election provided for by this act to serve three year terms, such terms to commence at the first regular meeting of the board of trustees of the Grinnell public library district next following their election. All other vacancies caused by resignation, removal, death, or inability to serve shall be filled by appointment by the board of trustees of the district until the next election, at which time the vacancy shall be filled by election for the remaining portion of the term. At any election where one or more persons are to be elected for the unexpired portion of a term or terms, the three candidates receiving the largest number of votes shall be entitled to the full three year terms and the candidates receiving the next highest number of votes shall be entitled, in decreasing order of the respective numbers of votes, to the vacancy or vacancies, in decreasing order of the length of the unexpired portion or portions of a term or terms. Only qualified voters of the district shall be eligible for election to the board of trustees. The board of trustees at its first meeting after each annual election shall elect or appoint a president and vice-president, who shall be members of the board, and a secretary, treasurer, and such other officers as they deem necessary. If the board so determines, the offices of secretary and treasurer may be held by individuals who are not members of the board of trustees and, in that event, such officers may, if the board so determines, receive reasonable compensation as fixed by resolution of the board.

§ 4. Finances. 1. The initial budget to support the district shall be determined by a vote of the voters of the district in the initial election as hereinafter provided for. All future budgets that increase or decrease the district's proposed total tax levy as compared to the total tax levy in the preceding fiscal year's budget shall be submitted to the residents voting at the annual election of trustees pursuant to section two of this act. Funds voted for library purposes at the initial election and at all future elections shall be considered an annual appropriation therefor and shall be levied and collected yearly by the town and/or village for the district in the same manner and at the same time as other taxes in the town and/or village.

2. The board of trustees of the district shall annually file with the clerks of the town and village on or before the first day of November an estimate of the proposed budget including costs of library services to be raised by levy for the library district in the fiscal year beginning on the first day of January of the next year. The town or village shall not make any change in the estimate of revenues or expenditures submitted by the board of the district in preparation of its preliminary budget.

3. The town board of the town shall levy a tax against all of the real property lying within the Grinnell public library district except the real property lying within the village, and the village board of the village shall levy a tax against the remainder of the real property lying within the Grinnell public library district, which together shall equal the amount to be raised by tax as approved by the voters of the Grinnell public library district. Such tax shall be levied by the town and village in proportion to the total combined full value of the real property lying within the town, excluding the parcels lying within the village and excluding the parcels lying within the Beacon City School District, and of the real property lying within the village. The town board and village board shall pay the full amount of the tax levy approved by the voters over to

the treasurer of the Grinnell public library district pursuant to the schedule set forth in this section. The town board and village board shall each annually pay over to the treasurer of the Grinnell public library district on or before the thirtieth day after their respective tax collection period ends, the full amount of the levy due from the parcels subject to their respective levy. If necessary to meet this schedule, the town board and village board may each issue tax anticipation notes pursuant to article II of the local finance law to obtain the necessary moneys therefor.

4. The town board of the town shall have the power to authorize, sell, and issue bonds, notes, and other evidences of indebtedness pursuant to the local finance law in order to permit the district to provide facilities or improved facilities for library purposes. Upon written request from the board of trustees of the Grinnell public library district, after approval by the qualified voters of such district, the town board shall authorize, sell, and issue such bonds, notes, or other evidences of indebtedness as are necessary to accomplish the improvements specified in the notice. The proceeds of such bonds, notes, or other evidences of indebtedness shall be paid to the treasurer of the Grinnell public library district and maintained in a segregated account in accordance with section 165.00 of the local finance law and expended by the treasurer only on specific authorization by the board of trustees.

5. The board of trustees of the Grinnell public library district may accept on behalf of the district any absolute gift, devise, or bequest of real or personal property and such conditional gifts, devises, or bequests as it shall by resolution approve.

6. The treasurer of the Grinnell public library district shall be custodian of all funds of the district, including gifts and trust funds paid over to the trustees. The board of trustees may authorize the investment of funds in the custody of the treasurer in the same manner in which town funds may be invested. Proceeds of obligations received from the town may be invested in accordance with section 165.00 of the local finance law. The town and village shall promptly pay over to the Grinnell public library district all monies which belong to or are raised for the district. No monies shall be disbursed by the treasurer of the district except after audit by the board of trustees. The board of trustees of the Grinnell public library district shall audit all claims and shall order the payment thereof, except as otherwise provided by this section. No such claims shall be audited or ordered paid by the trustees unless an itemized voucher therefor shall be presented to the board of trustees for audit and allowance. The provisions of this section shall not be applicable to payment of utility costs, claims of fixed salaries, and amounts which the district may be required to pay on account of retirement contributions for past or current services to officers and employees of the district. The treasurer shall keep such records in such manner as the board of trustees may require.

§ 5. Charter, commencement of operations, and transfer of property and employees. The initially elected trustees of the Grinnell public library district shall, within ninety days from the date of approval of the district by the voters of the district, apply to the board of regents for a charter as a public library. Upon the granting of such a charter by the board of regents, title to all liabilities and assets, including all property, both real and personal, and both tangible and intangible, all trust and other funds, and all other obligations, now held by the existing Grinnell library shall be transferred to, vested in, and acquired by the district established by this act. The above provisions for transfer to, vesting and acquisition of real and personal property, both

tangible and intangible, and all trust and other funds, are effectuated by operation of law pursuant to the authority of this act, except that, for purposes of clarity of real property records, deeds of conveyance shall be executed and filed for any parcels of real property. Upon the transfer of all such property, the existing Grinnell library shall be deemed dissolved. Upon the granting of such charter by the board of regents, all employees of the existing Grinnell library shall become employees of the district upon the same terms and conditions of employment and at the same rate of pay as their previous employment by the existing Grinnell library.

§ 6. Ad valorem levy. The several lots and parcels of land within the area of the district are hereby determined to be benefited by the library facilities and devices existing as of the effective date of this act, and the town and village are hereby authorized to assess, levy, and collect the necessary expenses of operation, maintenance, and repair of such facilities and services and such capital improvements, including debt service on bonds, notes, or other evidences of indebtedness of the town issued for the purpose of the Grinnell public library district, as may be hereafter authorized pursuant to the provisions of this act from such lots and parcels of land in the same manner and at the same time as other town or village charges.

§ 7. Education law. Except as otherwise provided by this act, the provisions of the education law relating to public libraries shall be applicable to the district established by this act.

§ 8. The Grinnell public library district is deemed a special district which is separate and distinct from the town and village for all purposes, including but not limited to management, appropriations, and expenditures. Any tax levy for the district shall not be charged or imputed to the town or village, and shall instead be charged or imputed to the district, for purposes of any general or special laws enacted by the legislature.

§ 9. Section 5 of chapter 672 of the laws of 1993, amending the public authorities law relating to the construction and financing of facilities for certain public libraries, as amended by chapter 501 of the laws of 2010, is amended to read as follows:

§ 5. The following libraries shall be eligible public libraries for purposes of title 4 of article 8 of the public authorities law:

Comsewogue Public Library

Rogers Memorial Library Company

Hendrick Hudson Free Library

Riverhead Free Library

Northern Onondaga Public Library District

Suffern Free Library

Haverstraw King's Daughters Public Library

Crandall Public Library

Sayville Library

Monroe Free Library

Harborfields Public Library

Howland Public Library

Patchogue-Medford Library

New City Library

Babylon Public Library

Lindenhurst Memorial Library

Great Neck Library

Caledonia Public Library

Bayport-Blue Point Public Library

The Bryant Library

Swan Library

Bay Shore-Brightwaters Public Library

The Albany Public Library

Elwood Public Library

Peninsula Public Library

Smithtown Special Library District

Goshen Public Library and Historical Society

The Hauppauge Public Library

The Nyack Library

North Merrick Public Library

Southold Free Library

The Hampton Library in Bridgehampton, Inc.

John Jermain Memorial Library

Westhampton Free Library

The Plainview-Old Bethpage Public Library

Commack Public Library

Troy Public Library

Brunswick Community Library District

D.R. Evarts Library District

Norwood Public Library

Grinnell Public Library District

§ 10. This act shall take effect immediately; provided, that section nine of this act shall take effect on the same date as the Grinnell public library district shall come into existence pursuant to this act; provided that the trustees of the Grinnell public library district shall notify the legislative bill drafting commission upon the creation of such district pursuant to this act in order that the commission may maintain an accurate and timely effective database of the official text of the laws of the state of New York in furtherance of effectuating the provisions of section 44 of the legislative law and section 70-b of the public officers law.

QUOTE

DeCar Fence Inc.

17 Ridgewood Terrace
 Poughkeepsie, NY 12603
 Office: 845-240-1531
 Fax 845-849-3106
 dcarfence@aol.com

Attn: D. Calabrese

DATE: Feb. 20, 2012

JOB NAME/LOCATION:

Wappingers Falls

PREPARED BY: Dee

TO:

Village of Wappingers Falls
 2628 South Ave
 Wappingers Falls, N.Y. 12590

**Certified W.B.E &
 D.B.E Contractors**

SITE CONDITIONS:

- All excavation for footings accomplished with hydraulic auger or truck mounted auger.
- All hand digging will be at an additional cost.
- All rock drilling will be at an additional cost.

Prices are based on quantity given. Any reduction in quantities by more than 10% will result in renegotiation of prices. All work to be performed with 1 MOVE-IN. Any additional MOVE-INS will be at an additional cost of \$1,000.00 each.

Prices valid for 10 days only

Terms: no retainage, full payment upon completion

Location 1			
210' +/- <i>Falkow</i>	<u>Option 1</u> - Remove & dispose existing 4' high chain link fence & replace w/new 4' chain link fence w/winged slats on 2" line post, 1 5/8" top rail & 2 1/2" end post galvanized frame	26.00 plf	5,460.00
210' +/-	<u>Option 2</u> - replace chain link fence with 4' high aluminum ornamental fence	38.00 plf	7,980.00
Location 2			
50' +/- <i>Gallucci</i>	Remove & dispose existing 8' fabric, slats & barb-wire & replace w/ new 6' galvanized fabric on reinforced existing post	26.00 plf	1,300.00
Location 3			
185' +/- <i>Cruse</i>	Remove & Dispose existing 4' high chain link fence & replace w/new 4' chain link fence on 2" line post, 1 5/8" top rail & 2 1/2" end post, galvanized frame	19.00 plf	3,515.00
Location 4			
430' +/- <i>Blackley</i>	Remove & Dispose existing 4" high chain link fence & replace w/new 4' chain link fence on 2" line post, 1 5/8" top rail, and 2 1/2" end post galvanized frame	19.00 plf	8,170.00
		Total	

!! Exclusions !!

Any/All grounding, traffic control, surveying, location of installation or elevation, patching around posts, restoration, plowing or removal of snow or ice, locations or protection of all obstructions or underground utilities of any kind and any items not specified above.
 To accept this quotation, sign and return:

From: Lehrer, Josh <jlehrer@adamsfarms.com>
To: cakoe <cakoe@aol.com>
Subject: Fence quote from Joshua at Adams Fences
Date: Tue, Feb 28, 2012 1:04 pm

Date: February 28, 2012
To: Denise Calabrese
From: Joshua M. Lehrer
Re: Fence Quote

Dear Denise,

Here are the quotes you requested for the removal and replacement of various fences along the Falls in the Village of Wappingers, to include:

Falls (1) *Fallsview*

- Remove & dispose of 210' of existing 4' high chain-link fence
- Install 210' of new 4' high all-black chain-link fence
- 2"x6ga. bonded-extruded fabric
- SS40 powder coated steel framework
- 1 5/8" top-rail
- 2" line posts in 8"x30" concrete footings
- 2.5" terminal posts in 10"x36" concrete footings
- 7ga. spring coil bottom tension wire

Job Complete, private wage rates: \$4,995.00 (Please add \$1,415.00 for black PVT fence slats)
Job Complete, private wage rates: \$6,995.00 (Please add \$1,915.00 for black PVT fence slats)

6410
8910

Falls (1) Alternate *George*

- Remove & dispose of 210' of existing 4' high chain-link fence
- Install 210' of 4' high 3/4" premium spruce stockade fence
- (2) 2"x3" spruce back-rails per section
- Panels to be attached to 4"x4" pressure treated posts back-filled and tamped in lifts with 4" wood-screws

Job Complete, private wage rates: **\$3,315.00**
Job Complete, private wage rates: **\$4,805.00**

Falls (2&3) 4' high galvanized chain-link fence *Bleachery*

- 2"x9ga. GAW fabric
- SS40 galvanized steel framework
- 1 5/8" top-rail
- 2.5" line posts in 8"x30" concrete footings
- 2.5" terminal posts in 10"x36" concrete footings
- 7ga. spring coil bottom tension wire

Job Complete @ Falls (2) 180' of fence @ private wage rates: **\$4,235.00**
Job Complete @ Falls (2) 180' of fence @ prevailing wage rates: **\$6,285.00**

Job Complete @ Falls (3) 430' of fence @ private wage rates: **\$8,390.00**
Job Complete @ Falls (3) 430' of fence @ prevailing wage rates: **\$11,495.00**

Gallucci

Falls (4) 6' high galvanized chain-link fence

- 2"x9ga. GAW fabric
- SS40 galvanized steel framework
- 1 5/8" top-rail
- 2.5" line posts in 10"x36" concrete footings
- 2.5" terminal posts in 10"x36" concrete footings
- 7ga. spring coil bottom tension wire

Job Complete, private wage rates: \$1,985.00 (Please add \$240.00 for black PVT fence slats)

Job Complete, private wage rates: \$2,945.00 (Please add \$240.00 for black PVT fence slats)

3185

Notes:

- Discounts may apply if we combine 2 or more of these quotes
- Some of the fence may require a 30" ground anchor system in lieu of concrete footing, due to the extreme slope and lack of room to dig. These set-ups will cost:
- \$35 Per post that ground anchor system is required

Our price is good for 30 days, and does not include rock drilling. If required, private utility mark-out, and site preparation, to include clearing of all obstructions from fence line, is the responsibility of property-owner. If you have any questions, please feel free to give me a call @ (845)235-7363.

Thank You,

Joshua M. Lehrer



A-1 Fence Company, Inc.

185 Hillside Lake Road
Wappingers Falls, NY 12590

2/23/2012

Phone # 845-226-5494 user690593@aol.com
Fax # 845-223-1049

Estimate

VILLAGE OF WAPPINGERS FALLS
MS. DENISE CALABRESE
2628 SOUTH AVENUE
WAPPINGERS FALLS, NY 12590-2701

845-632-1147

Option #1 <i>Fallsview</i>	SUPPLY AND INSTALL: 240 LINEAR FEET OF 4 FOOT HIGH GALVANIZED SYSTEM 2-1/2" ENDS 2" LINES 1-5/8" TOP RAIL WITH PVC SLATS-COLOR TO BE DECIDED- MARKET STREET LOCATION.		5,451.10
Option #1	240 LINEAR FEET OF JERITH COMMERCIAL GRADE ALUMINUM STYLE 202 *PRICE BASED ON NON PREVAILING WAGE		10,871.00
Option #2 <i>Gorge</i>	SUPPLY AND INSTALL: 240 LINEAR FEET OF 4 FOOT HIGH GALVANIZED SYSTEM 2-1/2" ENDS 2" LINES 1-5/8" TOP RAIL WITH PVC SLATS-COLOR TO BE DECIDED *NEXT TO BODY SHOP *BASED ON PREVAILING WAGE	<i>Counted posts</i>	7,187.00
Option #3 <i>Bleachery</i>	SUPPLY AND INSTALL: 390 LINEAR FEET OF 4 FOOT HIGH GALVANIZED SYSTEM 2-1/2" ENDS 2" LINES 1-5/8" TOP RAIL WITH PVC SLATS-COLOR TO BE DECIDED LOWER MARKET STREET BY BLEACHERY *BASED ON PREVAILING WAGE		9,848.70
Option #4 <i>Gallucci</i>	SUPPLY AND INSTALL 50 LINEAR FEET OF 6 FOOT HIGH GALVANIZED WIRE ON EXISTING POST AND FRAMEWORK. WITH PVC SLATS-COLOR TO BE DECIDED * BASED ON NON PREVAILING WAGE		1,328.10

Total

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	f. _____ Work Initiation Document Number	2. <u>03 / 01 / 2012</u> MM DD YYYY
WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT		

SECTION 1	3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):			a. _____
	<input type="checkbox"/> Private Property	<input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Non-Private Property	Assign to These Special Groups
	<input type="checkbox"/> Adjacent Landowner	<input type="checkbox"/> Addendum to a Work Initiation Doc.	<input type="checkbox"/> Amendment to Existing Work Initiation Doc.	c. _____
				d. _____

SECTION 2	4. Cooperator's Name <u>ALEXANDER</u> <u>MATT</u>		Last First Middle		
	5. Cooperator's Address <u>VILLAGE OF WAPPINGERS FALLS, 2628 SOUTH AVE</u> <u>WAPPINGERS FALLS</u>		Street City		
	Where will work be performed? (give address or directions, if different from above) _____				
	6. Business/Farm/Ranch/or Common Name <u>MESIER PARK</u>		7. <u>NY</u>	<u>10007</u>	State ZIP Code
	8. Owner's or Representative's Name _____		9. _____ 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:		12. Land Class Information:		13. Adjoining Property Work Information Document Number(s):		14. Species Information:		
	<u>KEN PREUSSER</u> WS Employee Name		1. <u>PUBLIC</u>	<u>80</u>	1. _____	1. <u>Canada Goose</u>			
	<u>DUTCHESS</u> County		2. _____		2. _____	2. _____			
	<u>New York</u> State		3. _____		3. _____	3. _____			
	Total Acres _____		4. _____		4. _____	4. _____			
	<input type="checkbox"/> 15. 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. <u>Egg Oil (100% Corn oil)</u>		2. <u>CORRAL TRAP</u>		3. _____	
	4. _____		5. _____		6. _____	
	<input type="checkbox"/> 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.					
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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.					
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SPECIAL CONSIDERATIONS:
NO SWAN NESTS WILL BE TREATED

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

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 SERVICE AGREEMENT **Agreement No.:**
Between **Accounting Code:**
VILLAGE OF WAPPINGERS FALLS
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 agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The VILLAGE OF WAPPINGERS FALLS will provide the U.S. Department of Agriculture the sum of \$3,630+\$5.50 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 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 and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program 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 certifies that APHIS WS has advised the VILLAGE OF WAPPINGERS FALLS that there may be private sector service providers available to provide wildlife management services that the VILLAGE OF WAPPINGERS FALLS 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 environmental 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 Intergovernmental 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 1,2012 and shall continue in effect until July 31,2012. 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 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 12590

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

 Matt Alexander, Mayor Date

 Martin S. Lowney, State Director Date

WORK PLAN

Wildlife Species: Resident Canada Geese

Description of Damage: The population of Canada geese in the Village of Wappingers Falls are a health, safety and property damage concern due to the large accumulations of Canada goose fecal droppings on ball fields, park areas, and docks.

Location: Wappingers Lake, Wappingers Falls, NY

Services Provided: Wildlife Services will conduct a goose damage management program to reduce the damage and conflicts resulting from Canada geese nesting on or around Wappingers Lake. All Village of Wappingers property surrounding Wappinger's Lake will be searched for Canada goose nests on 2 separate visits at 2 week intervals. All Canada goose eggs will be treated with 100% corn oil to prevent development and hatching.

The capture and removal of Canada geese will take place during the summer molt (when the birds are unable to fly), 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. The geese will be taken to a poultry processor to be prepared human consumption. The Canada goose meat will be donated to a food bank.

FINANCIAL PLAN

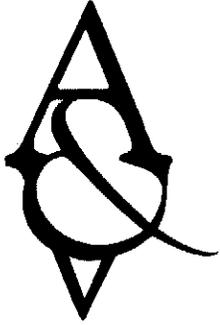
Personnel Costs.....	\$2,815
Travel & Vehicle Usage.....	\$ 220
Supplies & Equipment.....	\$ 90
Program Support.....	\$ 505
TOTAL	\$3,630+ \$5.50 per goose

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,630.00+ \$5.50 per goose.

Financial Point of Contact

WAPPINGERS FALLS: _____

APHIS, WS: Martin S. Lowney (518) 477-4837



Web Development
Web Design
Graphics

Averill &
Associates

March 1, 2012

Village of Wappingers Falls
Denise Calabrese, Trustee
2628 South Avenue
Wappingers Falls, NY 12590

Dear Denise:

We are excited to be creating a Recreation Guide and related web site for you!

As the time approaches for us to start speaking with businesses in your area to sell advertising and for us to begin building the site and the guide, there are some items that we need from you.

1. The attached letter (or something similar; you do not need to use our wording) on official letterhead. You can sign it, or someone else "official" can sign it. This letter is to show to potential advertisers so they know you are aware we are selling in your town.
2. If you have any list of businesses in your town, that would be helpful.
3. A map of your town, as detailed as possible, showing the borders clearly. We'd like to make sure we stay inside your area.
4. A list of all town recreation facilities, including the actual street address, amenities (swing sets, ball fields) and the days/hours the location is open to the residents. Please note: If your town is home to a county or state park, please let us know that, also. If this information exists on a web site, just let us know the URL where we can find it.
5. For inclusion in the printed guide, we'd like a list of municipal names/facilities/directors and their contact numbers and/or e-mails. Also, if you wish, we will include the names and contact information for any advisory boards or commissions.
6. Before the guide is published, we'd like a "welcome" letter from you to your residents that will go in the front of the book.

Dianne

Dianne Averill
Managing Partner

2345 Rt. 52, 2L
Hopewell Junction
New York
12533-6712

•••

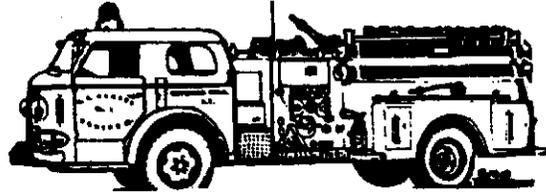
P: (845) 896-4250
averillonline.com



Rec Guide NETWORK

"PREVENT FIRES"

"IT PAYS"



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

Established 1869

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

March 6, 2012

Dear Mayor and Village board:

Officers and Memebtrs of W.T Garner Engine Company is asking permission to take the ladder truck (68-45) to the Dutchess County Convention parade in Hopewell on August 10, 2012.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Craig Stilwell". The signature is written in black ink and is positioned above the typed name.

Craig Stilwell-Recording Secretary