

**STATE OF NEW YORK
COUNTY OF DUTCHESS
TOWN OF LA GRANGE**

**TOWN BOARD MEETING
May 9, 2012**

Present: Deputy Supervisor Joseph Luna
Councilman Edward Jessup
Councilman Gary Polhemus
Councilman Andrew P. Dyal

Absent: Supervisor Jon Wagner

Recording Secretary: Christine O'Reilly-Rao, Town Clerk

Others Present: Ron Blass, Esq. Van De Water & Van De Water

The regular meeting of the Town Board was held on Wednesday, May 9, 2012, at the LaGrange Town Hall, 120 Stringham Road. Deputy Supervisor Luna called the meeting to order at 7:00 p.m. The Town Clerk led the flag salute.

Deputy Supervisor Luna asked for a motion to accept the minutes for April 25, 2012. Councilman Jessup moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

Deputy Supervisor Luna asked for a motion to accept the monthly revenue reports:

- Building, Zoning, Public Works & Planning Total \$14,050.00
- Highway Department Total \$300.00
- Justice Caplicki (incl. State Share) Total \$22,875.00
- Justice O'Hare (incl. State Share) Total \$20,870.00
- Recreation Total \$11,653.00
- Town Clerk Total \$1,651.43

Councilman Polhemus moved to accept the reports, seconded by Councilman Jessup. The motion carried unanimously.

Agenda Items

Mr. Luna stated that correspondence from Time Warner Cable will be available in the Clerk's office for one week.

Mr. Luna asked for a motion to approve and authorize execution of an agreement between the Town and the Dutchess County SPCA. (SEE ADDENDUM)

Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Mr. Luna asked for a motion to approve the permit fees for commercial site improvements which were recommended by the Building Inspector.

- Up to 10,000 sq. ft. \$250.00
- 10,001 – 20,000 sq. ft. \$350.00
- 20,001 – 30,000 sq. ft. \$450.00
- 30,001 – 40,000 sq. ft. \$550.00
- 40,001 – 50,000 sq. ft. \$650.00
- \$100 for each additional 10,000 sq. ft

Councilman Dyal moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

Mr. Luna stated that a discussion regarding Ryan Excavation would be held in executive session due to possible litigation.

Mr. Luna asked for a motion to approve the revised inspection fee in the amount of \$33,563 for LaGrange/ Sleight Farm Subdivision, Phase 4.(SEE ADDENDUM)

Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Mr. Luna asked for a motion to establish an escrow account in the amount of \$2,500 for the Dugout Grill. (SEE ADDENDUM)

Councilman Polhemus moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

Mr. Luna stated that the Building Inspector had requested approval to process an application to allow a child care facility in the C-2 zoning district. He noted that the Building Department and Public Works had no objections. (SEE ADDENDUM)

Councilman Jessup moved to approve the request, seconded by Councilman Dyal. The motion carried unanimously.

Mr. Luna stated that the Building Inspector had requested approval to refund a building permit fee (minus the administrative fee of \$25) to Mr. Albert Vasquez. The proposed deck could not meet the required setback from the road and the application was denied. The refund would amount to \$120.00.

Councilman Dyal moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

Committee Reports

Water and Sewer

No report

Recreation

Mr. Polhemus stated that Community Day is scheduled for June 9, 2012.

Open Space

Mr. Jessup stated that the Slight Farm project is moving ahead.

Highway

No report

Town Attorney

No comment

Administrator of Public Works

Ms. Livigni stated that Dutchess County Department of Public Works will be holding a Public Hearing on June 7, 2012 at 7:30 p.m. at the LaGrange Town Hall regarding improvements to be made on Noxon between Route 55 and Titusville Road.

Town Board Comment

Councilman Dyal asked about the brush pile at the Highway Department.

Mr. Luna replied that an estimate for chipping the pile came in over the amount budgeted for the work (\$20,000). He had suggested to Highway Superintendant Kelly to spend just that amount and get as much of the pile chipped as that amount would cover.

Councilman Dyal asked about the possibility of FEMA money.

Mr. Luna stated that all of the FEMA money slated for clean up after the October storm had already been spent, since the damage was quite extensive.

Public Comment

Councilman Polhemus moved to open the Public Comment, seconded by Councilman Jessup. The motion was carried by all.

Zachary Pecoraro addressed the Board. He asked what improvements would be made to Noxon Road.

Ms. Livigni replied that there would be drainage and safety improvements as well as resurfacing of the road.

Vicki Garillo addressed the Board. She asked what could be done about Dr. Fink Road. She was concerned about the safety of the students using the road.

Ms. Livigni stated that the Town has tried over the past several years to address the problem with grants or stimulus money; however the road is surrounded by wetlands and there are difficulties in purchasing the right of way.

Ms. Garillo asked if an elevated walkway could be a solution.

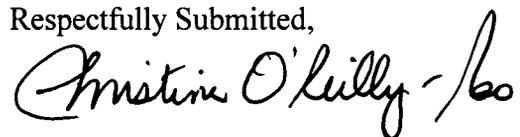
Ms. Livigni replied that the issues with the road are more complicated than just building a walkway. She added that some relief may come when New York State DOT makes improvements in the area of the road.

Councilman Jessup moved to close the Public Comment, seconded by Councilman Polhemus. The motion was carried by all.

Deputy Supervisor Luna stated that the Board needed to go into executive session to discuss possible litigation issues. The Board went into executive session at 7:18 p.m.

The Board returned from executive session at 8:18 p.m. and Councilman Jessup, seconded by Councilman Dyal moved to adjourn the meeting. The motion carried unanimously.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- **Resolution: DCSPCA**
- **Agreement: DCSPCA**
- **Memo: Lagrange / Sleight Farm Subdivision, Phase 4**
- **Memo: Dugout Grill Escrow**
- **Memo: Tiny Town Childcare Facility Proposal**

RESOLUTION

Councilman Jessup, offered the following resolution, which was seconded by Councilman Polhemus, who moved its adoption:

WHEREAS, the Dutchess County Society for the Prevention of Cruelty to Animals ("SPCA") and the Town have a proposed 2012-2013 "Dog Control Housing Agreement," specifying the terms and conditions under which the SPCA will shelter dogs seized by the Town of LaGrange Animal Control Officer; and

WHEREAS, a copy of the proposed agreement is annexed hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Deputy Supervisor to execute a proposed agreement between the SPCA and the Town, annexed hereto as Exhibit "A", or any other agreement having substantially the same or similar provisions.

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Wagner	ABSENT
Councilman Luna	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE
Councilman Dyal	AYE

DATED: LaGrangeville, New York
May 9, 2012


CHRISTINE O'REILLY-RAO, TOWN CLERK

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012, by and between

DUTCHESS COUNTY SPCA,

A New York Not-For-Profit Corporation

having an address of 636 Violet Avenue, Hyde Park, New York 12538

Hereinafter referred to as "DCSPCA"

and

THE TOWN OF LAGRANGE,

a municipal corporation with its offices located at

Town Hall, 120 Stringham Road

LaGrangeville, New York 12540

Hereinafter referred to as the "TOWN"

WHEREAS, the Town of LaGrange Dog Control Officer is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law § 118; and

WHEREAS, this Agreement applies only to dog(s) seized by the Town of LaGrange Dog Control Officer; and

WHEREAS, pursuant to Agriculture and Markets Law § 118, dogs seized by a Dog Control Officer are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, DCSPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York, 12538; and

WHEREAS, the TOWN wishes to contract with DCSPCA to provide shelter for dogs seized by the Town Dog Control Officer upon terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between DCSPCA and the TOWN as follows:

1. **RECITATION INCORPORATED** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
2. **TERMS OF AGREEMENT** This agreement shall be effective as of May 1, 2012 and shall continue until April 30, 2013.
3. **BOARDING AND VETERINARY CARE** DCSPCA hereby agrees to provide boarding and any veterinary care as required by the Agriculture and Markets Law for all dogs seized by the Town of LaGrange Dog Control Officer as follows:
 - A. Any dog seized by the Town of LaGrange Dog Control Officer may be delivered to the offices of DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538;
 - B. Dogs not identified will be held for a minimum of seven (7) days before adoption as per applicable State Law;
 - C. Dogs that are appropriately identified will be held for a minimum of eleven (11) days before adoption as per applicable State law;
 - D. All dogs will be evaluated by DCSPCA staff to determine if a dog's disposition and temperament will enable it to be adopted;
 - E. If the dog is determined to be adoptable, it will be placed for adoption by DCSPCA upon the expiration of the applicable reclaim/redemption period;
 - F. DCSPCA reserves the right to handle the final disposition of dogs deemed to be unadoptable within the Mission Statement of the DCSPCA.
4. **FEES** For each dog delivered to DCSPCA, the TOWN will pay DCSPCA as follows:
 - A. For dogs not identified, whether or not reclaimed within the seven (7) day hold period, at a rate of \$35.00 per day with a one (1) day minimum, for a maximum of seven (7) days will be charged; this fee shall include all boarding .
 - B. For dogs identified, whether or not reclaimed within the eleven (11) day hold period, at a rate of \$35.00 per day with a one (1) day minimum, for a maximum of eleven (11) days will be charged; this fee shall include all boarding.
 - C. For dogs that have been seized due to a dangerous dog order by a Court of

confident jurisdiction there will be a fee of \$100.00 if an SPCA employee must appear in Court during the proceeding. This fee shall be in addition to any and all daily boarding fees and is payable by the TOWN upon disposition of the dangerous dog action.

5. RECLAIM / REDEMPTION OF DOGS

A. DCSPCA processes reclaims/redemption of dogs at its office and at the following hours:

1. Each day from 11:30 A.M. until 4:00 P.M., and on weekends from 11:30 A.M. until 4:00 P.M., and only when the TOWN is not otherwise open and the owner is not able to reclaim the dog(s) from the Town.
2. The TOWN will process reclaims/redemptions of dogs on weekdays from 8:30 A. M. to 4:00 P.M. Monday thru Friday with the exception of Tuesday when the hours are 8:00 A.M. to 3:30 P.M.

B. The TOWN will process reclaims/redemptions of dogs as follows:

1. Upon payment of the redemption fees, the TOWN will issue a receipt to the dog owner or designee, which will evidence that the TOWN has received all reclaim/redemption fees;
2. The owner will pay boarding fees to the DCSPCA, and dog will be released only after the owner shows proof of redemption by providing a copy of the receipt issued by the TOWN.

C. The owner will pay any/all other fees due the DCSPCA as follows:

1. Additional boarding - \$35.00 per day if dog not picked up same day as redemption;
2. Rabies shots - \$25.00;
3. Intact dog surcharge - \$10.00 flat fee;
4. Any veterinary expenses incurred while the dog was housed at the DCSPCA.
5. All fees due DCSPCA must be paid at time of reclaim/redemption of the dog;

- D. Upon the Town Hall being closed (i.e. after hours, holidays and weekends), the DCSPCA may collect the redemption/board fees. Redemption fees collected by the DCSPCA will be remitted back to the TOWN. Board fees collected by the DCSPCA will be retained and all board fees owed by the TOWN as a result of the DCSPCA's housing of the dog being redeemed will be waived. The DCSPCA will not waive any redemption or boarding fees due from an owner unless it receives the prior consent of the Town Supervisor.
6. **KENNEL SPACE** At all times, the DCSPCA will provide Kennel space for all dogs that are seized; the Dog Control Officer (DCO) will have access to DCSPCA kennels for the delivery of dogs at all times of day.
7. **VETERINARY CARE.** In the event a dog requires veterinary care, DCSPCA will provide and arrange for any necessary care. The TOWN will be charged for the veterinary fees as incurred by DCSPCA only in the event the dog is not redeemed by the owner.
8. **INDEMNIFICATION** The DCSPCA shall defend, indemnify and hold the TOWN, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising solely out of the wrongful actions of the DCSPCA. The TOWN shall defend and indemnify and hold the DCSPCA, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful acts or admissions of the TOWN.
9. **APPLICABLE LAW** This agreement shall be governed by, construed and enforced in accordance with the laws of New York with regard to conflicts of laws and principles of law.
10. **WAIVER** No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way effect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.
11. **MODIFICATION** This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
12. **NOTICES** All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices")

required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid to the address set forth on the first page of this Agreement.

13. **SUCCESSORS and ASSIGNS** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.
14. **ENTIRE AGREEMENT** This written Agreement, when signed by all parties above identified, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.
15. **BINDING EFFECT** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
16. **AUTHORIZATION** This Agreement was authorized by Resolution of the Town Board of the Town of LaGrange, duly adopted at a regular meeting of the Town Board held on the ____ day of _____ 2012.
17. **TERMS:** This contract can be cancelled at any time from either party with sixty (60) days written notice.
18. **PAYMENT:** All bills submitted to the TOWN will be paid within sixty (60) days. If no payment is made to the DCSPCA within sixty (60) days the DCSPCA reserves the right to charge a \$50.00 per month surcharge. The TOWN and the DCSPCA may agree to reasonable extensions of this sixty (60) timeframe, and the DCSPCA shall not unreasonably reject a request for an extension.

DUTCHESS COUNTY SPCA

By: _____
Joyce Garrity, Executive Director

TOWN OF LAGRANGE

By: _____
Jon J. Wagner, Supervisor



TOWN OF LAGRANGE

Planning & Public Works
120 Stringham Road
LaGrangeville, New York 12540-5507

Wanda Livigni, Administrator of Public Works
845-452-8562 ~ 845-452 7692 fax ~ wlivigni@lagrangenyc.org

DATE: May 3, 2012
TO: Supervisor Wagner & Councilmen
FROM: Wanda Livigni
CC: Christine O'Reilly-Rao, Town Clerk
Christine Toussaint, Comptroller
RE: Sleight Farm Phase 4 – correction to inspection fees

Dear Gentlemen,

Please find the attached letter from Stormwater Management Consultants dated May 2, 2012 regarding a correction to the inspection fees the Town Board approved on April 25, 2012. The inspection fee was based on the prior fee of 2% of the performance bond. The Town Board increased that fee to 5% in 2011, which was not taken into account on the 25th.

I respectfully request that the Town Board increase the inspection fee, to comply with our current fee schedule, for the above referenced project to \$33,563.

Thank you for your consideration.

Stormwater Management Consultants, Inc.

May 2, 2012

Mr. Jon Wagner, Supervisor
and Members of the Town Board
120 Stringham Road
Lagrangeville, New York 12540

*Re: LaGrange/Sleight Farm Subdivision – Phase 4
Performance Bond and Inspection Fee Estimates
Job # LG.008*

Dear Supervisor Wagner:

Stormwater Management Consultants, Inc. (SMC) has reviewed a bond estimate prepared by the Applicant's Engineer for the proposed roadway and related improvements of the Sleight Farm Subdivision, Phase 4.

Using the estimate prepared by the Applicant's Engineer and the Town of LaGrange Code, I have prepared the attached estimate of improvements for the purpose of determination of the Performance Bond and Inspection Fee.

As shown on the attached table, the estimated total road and related utilities improvement cost is \$671,261. Based on this amount, the construction inspection account would total \$33,563 which is 5% of the estimated improvement cost.

P.O. Box 202, LaGrangeville, New York 12540
Phone 845-462-0022 • Fax 845-462-0033
w.artus@verizon.net

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Any questions regarding these matters may be directed to me. I may be contacted directly at (845) 462-0022.

Sincerely,



Walter R. Artus, CPESC, CMS4S
Principal

WRA/wra

cc: Alan Bell, Planning Board Chairman
Christine O'Reilly-Rao, Town Clerk
Mike Kelly, Town Highway Superintendent
Wanda Livigni, Administrator of Public Works
Ronald Blass, Jr., Town Attorney, Van DeWater and Van DeWater
Greg Bolner, P.E., Town Engineer, Clark Patterson Associates
Robert Gray, P.E., Morris Associates P.S., LLC

Sleight Farm Performance Bond Estimate Phase 4
Revised 05/02/12

No.	Item Name	Qty.	Unit	Cost	Value
FOR SUB-ROADWAY:					
1	Clear & Grub - Road ROW	1,340	LF	\$4.00	\$5,360
2	Clear & Grub - Easements	2,760	LF	\$2.00	\$5,520
3	Rough Grade	1,340	LF	\$8.00	\$10,720
4	Foundation Course	1,340	LF	\$8.00	\$10,720
FOR SHOULDERS AND DITCHES RURAL ROADWAY (FIGURE 4):					
1	Surface - asphalt conc. Binder course, 3-inch thickness	3,573	SY	\$8.00	\$28,584
2	Surface - asphalt conc. Wearing course, 2-inch thickness	3,573	SY	\$6.00	\$21,438
6	Asphalt curb	2,680	LF	\$3.50	\$9,380
Storm Drain Pipe (HDPE):					
2	18" Dia. HDPE	393	LF	\$27.00	\$10,611
3	24" Dia. HDPE	116	LF	\$36.00	\$4,176
4	30" Dia. HDPE	891	LF	\$45.00	\$40,095
Sewer Pipe (PVC)					
3	8" Dia. PVC (gravity main)	2,870	LF	\$50.00	\$143,500
Misc.					
2	Storm Manhole - 6 ft	4	EA	\$1,050.00	\$4,200
3	Catch Basin < 5 ft	4	EA	\$800.00	\$3,200
6	Sanitary Manhole < 5 ft	1	EA	\$800.00	\$800
7	Sanitary Manhole - 6 ft	4	EA	\$1,050.00	\$4,200
8	Sanitary Manhole - 7 ft	3	EA	\$1,300.00	\$3,900
9	Sanitary Manhole - 8 ft	2	EA	\$1,550.00	\$3,100
10	Sanitary Manhole - 9 ft	1	EA	\$1,800.00	\$1,800
11	Survey Monument	28	EA	\$200.00	\$5,600
12	Street name sign	2	EA	\$200.00	\$400
13	Final Cleaning of drainage system	1,400	LF	\$1.50	\$2,100
14	Repairs to binder prior to wearing	3,573	SY	\$0.80	\$2,858
15	As-built plan	1,340	LF	\$2.00	\$2,680
16	Temporary erosion and sediment controls	3,000	SY	\$2.50	\$7,500
Misc. Undefined					
1	8" PVC Water Main	600	LF	\$50.00	\$30,000
2	Topsoil-Seed-Mulch	12,773	SY	\$5.00	\$63,865
3	Fire Hydrants	1	EA	\$2,000.00	\$2,000
4	6" Sanitary Lateral Connection	16	EA	\$300.00	\$4,800
5	1" Water Service	16	EA	\$500.00	\$8,000
6	Street tree	32	EA	\$200.00	\$6,400
Total					\$447,507
Performance Bond				1.5 x Total	\$671,261
Maintenance Bond				20% Perf. Bond	\$134,252
Inspection Fee				5% Perf. Bond	\$33,563



TOWN OF LAGRANGE

Planning & Public Works
120 Stringham Road
LaGrangeville, New York 12540-5507

Wanda Livigni, Administrator of Public Works
845-452-8562 ~ 845-452 7692 fax ~ wlivigni@lagrangenys.org

DATE: May 2, 2012
TO: Supervisor Wagner and Councilmen
FROM: Wanda Livigni
CC: Christine Toussaint, Comptroller
Ken McLaughlin, Building Inspector
RE: Dugout Grill
Request for establishment of Town Board Escrow

Gentlemen,

I am writing to request the authorization to establish a Town Board escrow for the "Dugout Grill." The escrow is necessary due to the property owner's request to meet a settlement that requires his attorney, and hence the Town Attorney as well. I am requesting the escrow be opened at \$2,500.

Thank you for your consideration.

TOWN OF LAGRANGE
BUILDING DEPARTMENT
120 Stringham Road, LaGrangeville, NY 12540
845-452-1872; Fax 845-452 7692

To: Jon Wagner, Supervisor and
Town Board

From: Ken McLaughlin, Building Inspector

Date: April 26, 2012

Re: Grid No. 6360-03-109390
Titusville Plaza, 266 Titusville Road

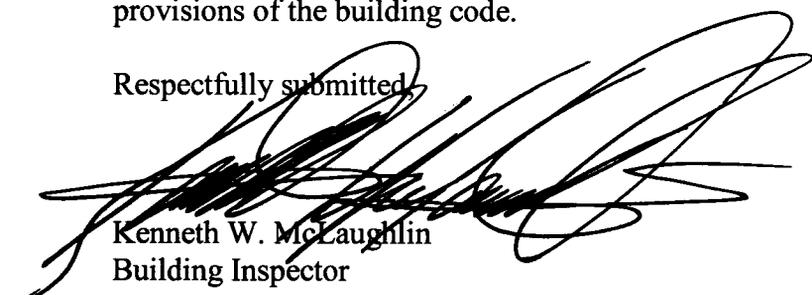
We have received a request from Tiny Town Children's Center, a well-established child care facility in the Town of LaGrange to rent space in the Titusville Plaza. They would continue to operate the business on Noxon Road but would also like to expand by taking additional space at the Titusville Plaza.

Currently the code does not permit the use of child care in the C-2 zoning district. However, it is anticipated that the board will be changing the zoning schedule to include the use of child care in the C-2 zoning district. We would like to have the board's approval to move forward with this application in anticipation of this use being permitted.

The building is well-suited for this use as it has ample parking, a very current site plan and the building is single story at grade. In addition, this will help with the health of the plaza.

This is all with the understanding that the use of the building complies with all applicable provisions of the building code.

Respectfully submitted,



Kenneth W. McLaughlin
Building Inspector

KWM/sq

received
4/30/12

Tiny Town Children's Center
46 Noxon Road
Poughkeepsie, N.Y. 12603

June 6th, 2011

To whom it may concern,

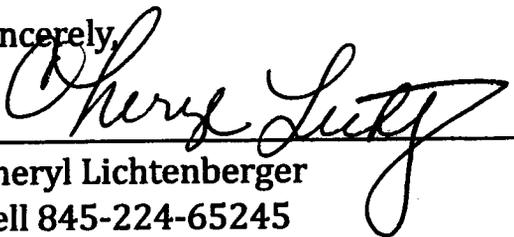
It is my intention to rent space at Titusville Plaza for an expansion of Tiny Town Children's Center. The new site would be open from 6:30 a.m. till 6:30 p.m. Monday thru Friday.

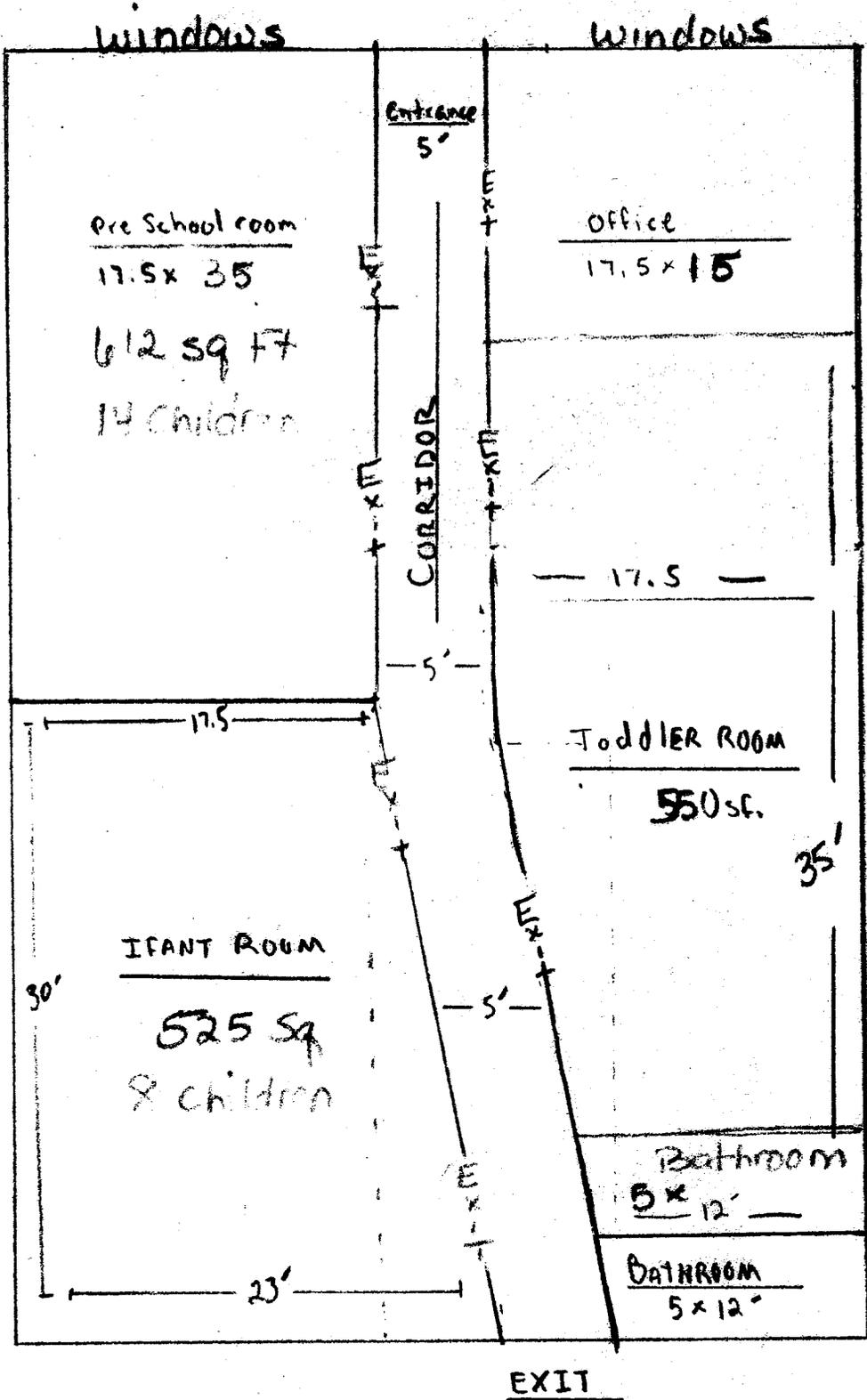
The new site would have children 6 weeks thru 5 years of age and would consist of three new classrooms.

Attached is a diagram with intentions for the new sight. The infant room (6weeks -18 months) will have 8 infants max, toddler room (18 months-36 months) would have ten children max and pre-school (3-5yrs) 14 children max. All square footage and child capacity is according to NYS regulations.

Please contact me ASAP regarding this matter as time is important.
Thank you for your consideration,

Sincerely,


Cheryl Lichtenberger
Cell 845-224-65245
Tiny Town 845-473-4105



Titusville Plaza
 Tiny Town Children's Center