

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

**TOWN BOARD MEETING
August 8, 2012**

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

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, August 8, 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 the regular meeting of July 25, 2012. Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried unanimously.

Deputy Supervisor Luna asked for a motion to accept the monthly reports for July 2012. Councilman Polhemus so moved, seconded by Mr. Jessup. The motion carried unanimously.

• Building, Zoning, Public Works & Planning	Total \$15,975.00
• Highway Department	Total \$0
• Justice Caplicki (incl. State Share)	Total \$3,280.00
• Justice O'Hare (incl. State Share)	Total \$34,615.00
• Justice Egitto (incl. State Share)	Total \$1,035.00
• Recreation	Total \$45,569.60
• Town Clerk	Total \$1,353.44

Agenda Items

Deputy Supervisor Luna asked for a motion for a Proclamation to recognize Town Comptroller, Christine Toussaint for her 25 years of service.

Councilman Jessup moved to make August 10th "Christine Toussaint Day" in the Town of LaGrange, seconded by Councilman Polhemus. The motion carried.

Ms. Toussaint thanked the Board for the Proclamation and stated "It's been a trip."

Mr. Luna read a letter from Elite Landscaping which was addressed to Ms. Livigni. The letter praise her and her staff for their courteous and professional assistance over the past two years with water hook-up.

Mr. Luna asked the Board to consider unused office equipment as surplus so that it might be disposed of. (SEE ADDENDUM)

Councilman Jessup moved to designate the items as surplus, seconded by Councilman Polhemus. The motion carried.

Mr. Luna asked for a motion to adopt and send the draft Rail Trail Agreement to the County. (SEE ADDENDUM)

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

Mr. Luna asked the Board to consider designating someone to monitor wetlands in the Town. Currently, the code designates the Zoning Administrator to oversee wetlands; however that position no longer exists in the Town. By oral resolution, Councilman Polhemus, seconded by Councilman Jessup designated the Building Inspector and Deputy Building Inspector as agents for the Town in regard to wetlands and authorized them to issue appearance tickets for wetland violations.

Mr. Luna stated that the County has offered to give the Town one and possibly two bus stop shelters in front of Hudson River Housing which is located on route 55. The possible second shelter would be located across the street. A volunteer has offered to erect the shelter. A discussion followed.

Councilman Polhemus moved to accept the proposed bus shelter(s), seconded by Councilman Jessup. The motion carried.

Justice Joseph Egitto is requesting permission to attend the New York State Magistrates Association training from September 9, 2012 through September 12, 2012. The State will reimburse \$428.20. The cost to the Town will be \$436.33.

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

Justice Stephen O'Hare is requesting permission to attend the New York State Magistrates Association training from September 9, 2012 through September 12, 2012. The cost to the Town will not exceed \$867.53.

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

Building Inspector Ken Mac Laughlin is requesting permission to attend the New York State Mandatory Training Course for Building Inspectors on September 4th through the 6th.

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

The Building Inspector is requesting Town Board's approval to return the following Soil Erosion Bonds in the amount of \$1,500.00:

- 6361-01-195553; 98 Ridgeline Drive
- 6361-01-204575; 90 Ridgeline Drive
- 6361-01-173500; 118 Ridgeline Drive
- 6361-03-161470; 130 Ridgeline Drive
- 6361-03-247442; 139 Ridgeline Drive

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

Committee Reports

Water and Sewer

No report

Recreation

No report

Open Space

No report

Highway

Councilman Jessup stated that the Board needs to consider purchasing narrow band radios for the Department since they will be mandatory as of January 2013.

Town Attorney

No comments

Environmental Consultants

Steve Mance stated that he was trying to get the generator fixed. It had been damaged during the lightning strike.

Administrator of Public Works

Ms. Livigni stated that conceptual plan for Freedom Plains Sewer had been submitted to the County. The grant application for the project has also been completed and filed.

Public Comment

Councilman Jessup moved to open the meeting to Public Comment. Councilman Dyal seconded the motion and it carried unanimously.

Gary Beck Sr. addressed the Board. He offered the services of Z-3 Electrical for any surveys or inspections that the Town may require.

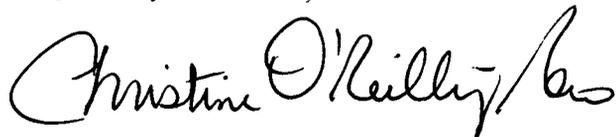
Mr. Luna thanked him for the offer.

Councilman Dyal moved to close the Public Comment, seconded by Councilman Polhemus. The motion carried unanimously.

Councilman Jessup moved to adjourn the meeting, seconded by Councilman Dyal. The motion carried.

The meeting adjourned at 7:29 p.m.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Surplus Equipment List
- Draft Rail Trail Agreement

Unused office equipment

HP 1320 printer

Printer scanner fax copier- HP laser jet 3055

Printer scanner fax copier- HP office jet 7210

② Printer -HP Laser Jet 4000N - w/new ink cartridge

Monitor

Monitor

Monitor

Tower (small)

Tower (large)

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010/2012 by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the TOWN OF LAGRANGE, a municipal corporation with its offices at 120 Stringham Road, LaGrangeville, New York, 12540 (hereinafter referred to as the "TOWN")

WITNESSETH:

WHEREAS, the County is in the process of constructing the Dutchess Rail Trail ("Trail") which traverses through the Towns of Poughkeepsie, LaGrange, Wappinger and East Fishkill, and,

WHEREAS, the Town wishes to assist the County in providing proper maintenance for that portion of the Trail that traverses through the Town of LaGrange so as to encourage its use,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Town shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof. The Town's costs for the services to be provided pursuant to this Agreement, up to \$5,000.00 for a calendar year, are estimated not to exceed \$7,500.00 for a calendar year, will consist of labor and equipment to provide repair and maintenance.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on January 1, 2010/2013 and end December 31, 2013. ~~or the opening of the Trail (completion of Stage 3), whichever date is later. The County will notify the Town in writing at least thirty (30) days in advance of the opening of the Trail (completion of Stage 3).~~ Representatives of the County and the Town will meet prior to November 1st of each year hereafter to review each party's maintenance responsibilities. This agreement may be renewed for successive one year terms unless either party to the agreement provides written notice of its intention not to renew no later than January 31st of each calendar year hereafter.

~~Notwithstanding the foregoing, this Agreement will not be operative if the Trail commences operation on or after January 1, 2012. The Town Board in office in January 2012 must adopt a resolution authorizing execution of the Agreement.~~

3. COUNTY TO INDEMNIFY THE TOWN. The County shall defend, protect, and indemnify the Town for damages done to property, injury, or death to persons resulting from the negligence of the County's employees in connection with this agreement. The County will name Town of LaGrange as additional insured on their policy.

~~4. TOWN TO INDEMNIFY COUNTY. The Town shall defend, protect, and indemnify the County for damages done to property, injury or death to persons resulting from the negligence of the Town's employees in connection with this agreement.~~

5. INSURANCE REQUIREMENTS. At all times during the term of this

agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other in the form of a Certificate of Insurance:

(a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York.

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form in the amount of five million dollars (\$5,000,000.00) per occurrence. The parties agree to list each other as additional insured.

6. DISPUTES. The parties agree that should disagreements arise in connection with this agreement that the parties will jointly choose an arbitrator to hear and resolve the disagreement. In the event the parties are unable to agree on an arbitrator within two (2) weeks from demand of the other party, either party to this Agreement may make application to any resident Justice of the Supreme Court, sitting in Dutchess County, to appoint an arbitrator. The parties will equally divide the cost of the arbitrator.

7. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
~~William R. Steinhaus~~ Marcus Molinaro
County Executive

APPROVED AS TO CONTENT:

TOWN OF LAGRANGE

Department of Public Works

BY: _____

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

The following are the categories of repair, maintenance and improvements which the parties contemplate will be necessary for the Dutchess Rail Trail:

1. Substantial Repairs- The County shall be responsible for all major repairs and/or replacement of any improvements associated with the Rail Trail including, but not limited to capital improvements, pavement or surface maintenance and repair, including surface of jogging trail. For the purposes of this paragraph the term "substantial and/or major repairs" shall mean any repair costing more than \$100.00 in materials or requiring more than fivefour man hours.
2. Miscellaneous or Minor Repairs. The Town shall perform minor repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail and related appurtenances. For the purposes of this paragraph, a minor repair shall be deemed to be any repair requiring less than fivefour man hours costing \$100.00 or less in and materials supplied by the Town-County. or requiring less than five man hours. Notwithstanding the foregoing, the Town's responsibility with regard to minor repairs shall not exceed \$3,500.00 in any calendar year. The Town shall only be responsible for minor repairs and not any replacements to original improvements made by the County. An example of a minor repair is the repair or replacement of one or two fence rails or the repair of one or two bench slats. The County shall perform all other more substantial repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail. The County shall stockpile or obtain for the Town's use those materials that would typically be needed for minor repairs. It is expressly understood that the Town shall not be required to replace any improvements. An example of a minor repair is the repair or replacement of one or two fence rails or the repair of one or two bench slats.
3. Inspection and Monitoring- The County and the Town will conduct biweekly inspections of the Rail Trail to identify obstacles, hazards, or items needing repair or maintenance. The Town will notify the County as soon as practicable, of those obstacles, hazards or items needing repair maintenance that are the County's responsibility under the terms of this agreement. The County will conduct the first inspection on the first Friday after the Trail is officially opened by the County. During the months of January through March, the County and Town will conduct monthly inspections as conditions permit. The Town shall be permitted to use a motor vehicle when conducting its inspections.
4. Vegetation Removal - The County shall be responsible for a regular schedule of coarse vegetation maintenance, including cutting, clearing and removal, to limit encroachment on the trail. This work shall be performed a minimum of twice a year in June and August. At a minimum, the Town shall perform light trimming and removal of small tree limbs, branches and encroaching brush in May and July and upon request of the County. The County and the Town shall conduct additional vegetation removal as needed.

5. Mowing. The County shall brush hog the shoulders of the Rail Trail a minimum of four (4) times per year. The Town shall mow all of the areas surrounding the Rail Trail improvements such as parking areas, nature and information stations and benches, a minimum of six (6) times per year.

6. Garbage Removal- Prior to the completion of the construction of the Rail Trail, the County shall remove all litter, junk and debris from any portion of the Rail Trail that is being developed.

7. Litter Removal- The County will place litter receptacles in parking areas only. The ~~Town~~ County shall remove garbage, litter and other small debris on a weekly basis. The County will install signs that indicate that the Rail Trail is a carry in/carry out linear park. The ~~Town~~ County shall empty the trash cans located in the parking areas. The County and the Town will use best efforts to have garbage, litter and debris removal undertaken by volunteer organizations. Any such volunteer organizations must be approved by the County before undertaking this work.

8. Graffiti- The County and the Town shall work together on a case by case basis when removal of graffiti is required. When the Town performs graffiti removal operations, the County shall supply paint and/or other materials which would be required. Graffiti removal shall be treated as a minor repair by the Town.

9. Surface Maintenance During Winter Months- It is anticipated that the Rail Trail shall be kept in its natural condition during winter months, with neither the Rail Trail nor access walkways being plowed or sanded. The Town agrees to plow and sand the designated Rail Trail parking areas as soon as practicable considering the Town's road plowing and sanding requirements. The Town shall sweep the parking areas on an annual basis during the spring of each year. The County shall post signs in each parking area indicating that the Rail Trail, parking areas and walkways can be used by the public at their own risk.

10. Sign Repair Notification- The County shall inspect the condition and placement of required signs in its periodic inspections of the Rail Trail. During its bi-weekly inspections, the Town shall notify the County of any repairs that may be needed to any signs. Such notification by the Town shall be deemed gratuitous and failure to notify the County of any apparent need for sign repair shall not be deemed a violation of this Agreement. It shall be the County's duty to maintain, repair and/or replace any signs.

~~11. Drainage Upkeep/Storm Water Management Facilities— The Town shall inspect the drainage culverts and storm water management facilities on or near the Rail Trail on an annual basis during the spring of each year to determine the existence of blockages and perform routine maintenance operations such as cleaning culvert inlets that are located along the trail and catch basins which are located in parking lots only. The County, upon notice by the Town, shall be responsible for removal of drainage blockages and associated repairs. It is not the intent of this paragraph to transfer the County's responsibilities under the MS4 regulations to the Town.~~

1211. Animal Control- The Town shall notify the County of the existence of beaver dams or other similar animal related nuisances so that the County can address the particular situation.

1312. Emergencies- Both the County and the Town shall have the right to close any section of the Rail Trail for emergency or safety purposes. The Town official who makes the decision to close the Rail Trail shall contact the appropriate fire, police and rescue authorities, post the closed trail sign and contact the 24 hour dispatcher at the Dutchess County Department of Public Works Highway Systems Management Division at (845) 486-2900. The following items of information should be provided to the dispatcher: the nature and location of the incident, the end points of the closed segment of the Rail Trail, the time and expected duration of the closure and what, if any assistance is requested from the County. The following Town officials are hereby authorized by the Town Board to close any portion of the Rail Trail within the Town for emergency or safety purposes: Supervisor, Deputy Supervisor, Highway Superintendent or Director of Recreation.

1413. Police Presence- The Town shall not be responsible to provide any police patrol or response to any incidents at/on the Rail Trail. The County shall be responsible, to the extent practical, for curing and/or remedying any points of unauthorized access or encroachment.

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