

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

**TOWN BOARD MEETING
June 11, 2014**

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

Recording Secretary: Margaret Schmitz, Deputy Town Clerk

Others Present: Ron Blass Esq., Van De Water & Van De Water
Wanda Livigni, Planning & Public Works
Dianna Campaglione, Environmental Consultants

A regular meeting of the Town Board was held on Wednesday, June 11, 2014, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 p.m. The Deputy Town Clerk led the flag salute.

Supervisor Bell asked for a motion to accept the minutes for the Town Board Meeting of May 28, 2014. Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried unanimously.

Monthly Reports

Mr. Bell asked for a motion to accept the monthly reports for May 2014. Councilman Polhemus moved to do so; seconded by Councilman Dyal. The motion carried unanimously.

• Building, Zoning, Public Works & Planning	Total \$11,965.00
• Highway Department	Total \$0
• Justice Hayes (incl. State Share)	Total \$15,029.50
• Justice O'Hare (incl. State Share)	Total \$18,029.50
• Recreation	Total \$73,761.20
• Town Clerk	Total \$1,326.02

Correspondence

Supervisor Bell stated that the Board is in receipt of a letter from Our Lady of Lourdes High School, expressing their thanks and appreciation for the use of newly improved MacGhee Road field. (SEE ADDENDUM)

Recreation

Councilman Dyal stated that he took a look at the large tree at Freedom Park that is cracked. He will have Red Cedar assess the damage to determine if anything can be done to save the tree. He said that Sandy Washburn will have others take a look at the tree as well.

Open Space

Councilman Jessup stated that the Committee is working with Eastern View. (SEE ADDENDUM)

Highway

No Report

Town Attorney

Mr. Blass brought the Town Board up to date on transfer of property for Hidden Ponds. There was a lengthy discussion of the details. No action was taken.

Administrator of Public Works

Ms. Livigni stated that the ACSD desires to obtain public water supply and service for Noxon Elementary School. Mr. Blass reviewed the major points in the proposed agreement. A discussion regarding the creation of a separate district for the school as opposed to offering an out of district agreement took place. Mr. Blass indicated that the ASCD is unclear on its position at this time. No action was taken. (SEE ADDENDUM)

Environmental Consultants

No Report

Public Comment

Councilman Luna moved to open the meeting to Public Comment. Councilman Polhemus seconded the motion and it carried unanimously.

Nancy Swanson spoke in support of the Climate Smart Community Resolution. She stated that the Town website needs to be updated to reflect that the Transfer Station is accepting #1-7 recyclables.

She questioned the abandoned property maintenance that is performed by the Town. She explained that a home in her neighborhood received cursory property maintenance this past Sunday and felt that the Town should be doing a better job than that. Mr. Jessup indicated that the maintenance was probably performed by a landscaper hired by the bank that owned the property. Mr. Bell assured Ms. Swanson that property maintenance performed by the Town is done by Town employees and is comprehensive. He suggested Ms. Swanson contact the Zoning Department to make sure that particular property is on the property maintenance list. The Town relies on residents to report properties in need of maintenance.

Mary Arnold of Exeter Road spoke in support of the Smart Climate Community Resolution.

Agenda

Supervisor Bell introduced a Resolution entitled Smart Climate Community. Councilman Polhemus moved its adoption, seconded by Councilman Jessup. The motion carried. (SEE ADDENDUM)

Supervisor Bell introduced a Resolution relating to a Zoning Board variance application for a Ham Radio Tower. Councilman Luna moved its adoption; seconded by Councilman Jessup. The motion carried unanimously. (SEE ADDENDUM)

Supervisor Bell introduced a revision of the Workplace Violence Policy. The proposed revision eliminates “regardless of whether the individual possesses a valid permit to carry the firearm or weapon” from section D (d), as it is ambiguous. Councilman Polhemus moved to accept the revision; seconded Councilman Jessup. The motion carried unanimously. (SEE ADDENDUM)

Mr. Bell opened a discussion regarding the Jon Wagner Memorial Fund. Councilman Luna made a motion authorizing expenditures, not to exceed \$3,970; at the discretion of Councilman Jessup and himself. Councilman Dyal seconded the motion. The motion carried unanimously. Councilman Jessup moved to award the landscaping contract to Eastern View; seconded by Councilman Polhemus. The motion carried unanimously.

Mr. Bell introduced a Titusville Sewer District – Out of District Agreement, contingent on payment of fees and escrow, for 47 Patrick Lane. Ms. Livigni stated that the escrow has already been paid. Councilman Jessup made a motion to approve the agreement; seconded by Councilman Luna. The motion carried unanimously. (SEE ADDENDUM)

Supervisor Bell requested a motion to re-approve the Recreation Director’s request to go out to bid for the 4x4 Combo due to not receiving any bids. Councilman Luna so moved; seconded by Councilman Dyal. The motion carried unanimously. (SEE ADDENDUM)

Mr. Bell requested a motion to authorize Assessor, Robert Taft, to attend the “Agricultural Issues Facing Tax Assessors” class that will be held on June 24 – 25, 2014. The cost to the Town will be approximately \$275.00. Councilman Dyal so moved; seconded by Councilman Polhemus. The motion carried unanimously.

Supervisor’s Report

No Report

Committee Reports

Water and Sewer

No Report

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

Town Board Comments

Councilman Dyal wanted to remind people that Saturday is Community Day at Freedom Park.

Councilman Polhemus wanted to make sure an ambulance is present at Community Day. In previous years there had been serious injuries requiring emergency medical services; because an ambulance was not on site, delays were experienced. Supervisor Bell said he would take care of that tomorrow.

Councilman Jessup, seconded by Councilman Luna moved to adjourn the meeting at 8:00 p.m. The motion carried unanimously.

Respectfully Submitted,

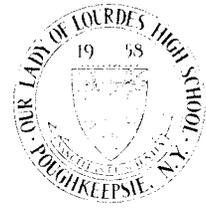


Margaret Schmitz
Deputy Town Clerk

ADDENDUM

- Letter from Our Lady of Lourdes High School
- Resolution: Smart Climate Community
- Resolution: Ham Radio Tower
- Revised Workplace Violence Policy
- Agreement: TSD – Out of District 47 Patrick Lane
- Memorandum: Recreation Bid 4x4 Combo
- Agreement – ACSD – Noxon Elementary School

Our Lady of
Lourdes High School



Accredited by the Middle States Association
of Colleges and Schools

May 30, 2014

Town of LaGrange Town Board
Town of LaGrange
120 Stringham Road
LaGrangeville, NY 12590

Dear Town of LaGrange Town Board,

I would like to thank you on behalf of Our Lady of Lourdes High School and all our athletes for providing us with the use of the field at MacGhee Road for the softball season. The generosity of the Town of LaGrange in allowing us the use of the field is truly appreciated by all here at Lourdes.

Your kindness has again allowed many student athletes to have a very successful season. The new clay on the infield really improved the overall quality – our coaches and players truly enjoyed the upgraded condition of the playing surface. Please also let the town workers know we are very thankful for such impeccable maintenance of the field this year.

Our Lady of Lourdes looks forward to continuing our relationship with the Town of LaGrange, the Special Needs Program, and the LaGrange Soccer Club next year during the 2014-2015 school years.

Once again thank for your kindness and generosity.

Sincerely,

A handwritten signature in cursive script that reads "Matt Pascale".

Matt Pascale
Athletic Director

RESOLUTION

SMART CLIMATE COMMUNITY

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

WHEREAS, the Town of LaGrange believes that climate change poses a real and increasing threat to our local and global environments which is primarily due to the burning of fossil fuels; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that the Town of LaGrange, in order to reduce greenhouse gas emissions and adapt to the changing climate will:

- 1) Pledge to be a Climate Smart Community
- 2) Set Goals, Inventory Emissions, Plan for Climate Action
- 3) Decrease Community Energy Use
- 4) Increase Community Use of Renewable Energy
- 5) Realize Benefits of Recycling and Other Climate Smart Solid Waste Management Practices
- 6) Reduce Greenhouse Gas Emissions Through Climate-Smart Land-Use Tools
- 7) Enhance Community Resilience and Prepare for the Effects of Climate change
- 8) Support Development of Green Innovation Economy
- 9) Inform and Inspire the Public
- 10) Commit to an Evolving Process of Climate Action

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE
Councilman Dyal	AYE
Councilman Luna	AYE

Dated: LaGrangeville, New York
June 11, 2014


MARGARET SCHMITZ
DEPUTY TOWN CLERK

**TOWN BOARD OF THE
TOWN OF LAGRANGE
DUTCHESS COUNTY, NEW YORK**

Supervisor Bell introduced the following Resolution, which was seconded by Councilman Jessup:

WHEREAS, Myles Landstein (“applicant”) has pending applications before the Town of LaGrange Zoning Board of Appeals (“ZBA”) and the Town of LaGrange Planning Board;

WHEREAS, the applicant seeks relief at the ZBA from Town Code, Chapter 240-28, Schedule B, which states that the maximum height of a building or structure in an R-120 zoning district is 35’, and he seeks relief from Chapter 240-31 F(4)(f) Ridgeline Protection Overlay Zone which states that the proposed yard setbacks from the property line must be no less than 1.5 times the height of the proposed structure; and

WHEREAS, the applicant pursued the variances initially in order to construct a ham radio tower with boom antenna at a proposed height of 100’ (but, see subsequent reduction of tower height to 70’, infra); and

WHEREAS, although the applicant has not committed to a particular antenna or antennae array, he has discussed use of a boom antenna which is 24’ long and 37’ wide at its widest point; and

WHEREAS, the proposed side and rear yard setbacks from any proposed 100’ tower are 40’ and 70’, respectively, rather than a 150’ setback required for each if the tower was 100’ in height (or 105’ for each if the tower were to be 70’ in height, infra); and

WHEREAS, this is a Type I action under SEQRA because the project is located within a Ridgeline Protection Overlay Zone (“RPOZ”) under the local laws of the Town of LaGrange. The local legislation of the Town of LaGrange provides that such an activity is on the Type I list. Type I under SEQRA means it is an undertaking more likely to require the preparation of an Environmental Impact Statement, but not necessarily to require one; and

WHEREAS, because the proposed tower is situated in the RPOZ, the applicant also requires a special permit from the Planning Board under section 240-31(F) of the Town Code; and

WHEREAS, the Zoning Board of Appeals has assumed the role of lead agency under SEQRA and its obligation is to make a determination of significance as to whether or not an Environmental Impact Statement will be required; and

WHEREAS, there exists a federal PRB-1 policy statement of the Federal Communications Commission relative to ham radio communications, which is a federal overlay of local regulation which does not preempt local zoning, but has the following effect: that local land use regulations affecting amateur radio communications must be crafted or applied in a manner which “reasonably accommodates” them and in a fashion which represents the minimum practicable regulation to accomplish the authority’s legitimate land use regulatory purposes; and

WHEREAS, the reasonable accommodation standard does not compel that an amateur radio communicator may erect any facility that he or she desires; and

WHEREAS, the Town Board is advised that PRB-1 does not preempt or supersede municipal zoning regulations;

WHEREAS, the reasonable accommodation standard requires that the municipality consider the application, make factual findings grounded in its identification of its legitimate land use regulatory interests and attempt to negotiate a satisfactory compromise if possible; and

WHEREAS, in an interim determination made on or about January 6, 2014, the ZBA has found that:

- (a) legitimate land use regulatory interests of the Town of LaGrange are found within provisions RPOZ regulations found at Section 240-31 (F) of the Town Code; and
- (b) section 240-31 (F) includes regulatory policy statements as follows for properties located within the RPOZ;
- (c) for the RPOZ, the Town of LaGrange has declared that the protection of its stream corridors, groundwater resources, historic resources, scenic area, important farmlands, hilltops, and ridgelines is an important public purpose and that, to the extent practicable, future development of the Town should minimize intrusive alteration of or construction in these areas;
- (d) in the case of the RPOZ, applicants are encouraged to site projects off of the viewable areas on ridgetops and hilltops, out of sight lines from the valleys, and below the tree canopy;
- (e)) it is the purpose of this overlay zone to protect the aesthetic, scenic and ecological character and nature of the higher-elevation areas. Ridgelines and hilltops are exceptional aesthetic and ecological resources, and ensuring that tree lines are uninterrupted and ridgetops are free from visually intrusive man-made structures will prevent the degradation of the rural character and scenic beauty of the Town. This overlay zone provides standards for regulating the numbers, height, design, placement, and impacts of any structures on hilltops and ridgelines in order to

minimize structural intrusions upon the visual landscape, to preserve ecological integrity, and to maintain the rural, rustic character of the Town.

WHEREAS, the Town Board concurs with these conclusion of the ZBA that significant local regulatory interests were impacted by the applicant's efforts to place a 100' tall communications tower and large antenna in the RPOZ;

WHEREAS, on behalf of local residents of the Town who reside within proximity to the initially proposed 100' tower, the ZBA received a visual impact assessment, dated May 9, 2013, prepared by Creative Visuals, Inc. which provides a study by a qualified expert of the impacts upon various visual receptor sites in relation to a 100' tower with conceptual Hy-Gain TH-11DX antenna array; and

WHEREAS, in its interim findings, the ZBA concluded that the visual impact study identifies, on a height measurement scale, the relative height of the tower and antenna array above existing RPOZ tree cover or canopy from various locations, and shows significant exceeding of tree cover or canopy in the RPOZ zone from a tower having a height of 100'; and

WHEREAS, in a effort to mitigate visual or other impacts, the applicant has since amended his ZBA variance applications to reduce the proposed tower height from 100' to 70'; and

WHEREAS, environmental review, variance review, and application of the PRB-1 federal standard of reasonable accommodation continues before the ZBA;

WHEREAS, the matter has been pending before the ZBA since the application for variances was filed in February of 2012 by the applicant;

WHEREAS, the Town has incurred significant consultant expenses in the process of advising the ZBA with respect to the application; and

WHEREAS, for the most part, the applicant has not defrayed these consultant expenses; and

WHEREAS, in reliance on PRB-1, the applicant has raised issues as to whether, as an amateur ham radio operator, he is immune or partially immune from the obligation of applicants under Section 240-88 of the Town Code to defray necessary and reasonable consulting expenses incurred by the Town;

WHEREAS, applicant has suggested that it is the obligation of the Town Board, under Section 240-88 of the Town Code, to review and audit the reasonableness and necessity of the consulting expenses incurred by the Town in the review of the application;

WHEREAS, until the applicant's grievances with respect Section 240-88 of the Town Code are resolved, the Town Board concludes that the proceedings before the ZBA may not be brought to conclusion with respect to environmental review, decisions on the variances, and determinations as to appropriate reasonable accommodation under PRB-1, so that it is in the interest of all parties, including the applicant, the ZBA and the Planning Board, for the Town Board to address the applicant's issues under Section 240-88 of the Town Code.

NOW, it is hereby resolved by the Town Board as follows:

1. As an accommodation to the applicant under PRB-1, and given the implicit request of the applicant, the Town Board will review and audit the reasonableness and necessity of the consultant expenses incurred by the Town in the review of the application.

2. At its regular meeting of June 25, 2014, the Town Board will provide to applicant and his representative a full and complete opportunity to be heard on issues issue related to the amount of the Town's recovery of its consultant expenses for the applicant's matter under Section 240-88 of the Town Code.

3. The applicant shall be provided by June 13, 2014, with a copy of all itemized consultant charges received by the Town in relation to the application.

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

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE
Councilman Dyal	AYE
Councilman Luna	AYE

DATED: Lagrangeville, New York

June 11, 2014


MARGARET SCHMITZ
DEPUTY TOWN CLERK

Town of LaGrange
Workplace Violence Prevention Policy
Adopted on June 11, 2014

A. Intent

The Town of LaGrange has a commitment to promoting a safe and secure work environment that promotes the achievement of its mission of serving the public. All elected officials, employees, volunteers and appointed individuals (hereafter called employees) of the town are expected to maintain a working environment free from violence, threats of harassment, threats of violence, intimidation or coercion. Such acts that involve or affect the employees of the Town will not be tolerated.

The purpose of this policy is to address the issue of potential workplace violence in our town, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to follow when such violence has occurred. This policy is written to meet the requirements of NYS Labor Law, Section 27-b.

B. Policy

The Town of LaGrange is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirement of NYS Labor Law 27b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Other tools that were utilized during this process include establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual workplace training program. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. The town has identified response personnel that include a member of management and an employee representative. If appropriate, the Town will provide counseling services or referrals for employees.

Review of Policy -Board will review policy and make any necessary updates to committee at the annual reorganization meeting.

C. Scope of the Policy

All employees, appointed individuals, members of the public, vendors, contractors, consultants, and others who do business with the town, whether in a town facility or off-site location where town business is conducted, are covered by this policy. This policy also applies to other persons not affiliated with the town, such as former employees and visitors. This policy includes violence between employees, employees and public, and employees and contractors.

D. Definitions:

1. Workplace Violence is any behavior that is violent, threatens violence, coerces, harasses, or intimidates others, interferes with an individual(s) legal rights of movement or expression, or disrupts the workplace, the work environment, or the town's ability to provide services to the public. Examples of workplace violence include but are not limited to:
 - a. Disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, hand gestures, or waving arms and fists).
 - b. Intentional physical contact for the purpose of causing harm (such as slapping, jabbing, stabbing, punching, striking, or other physical attack).
 - c. Menacing or threatening behavior such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten. Behavior that creates a hostile work environment where a reasonable person would interpret such behavior as constituting evidence of intent to cause harm to individuals or property.
 - d. Possessing firearms, imitation firearms, BB guns, paintball guns, pellet guns, knives with blades longer than four inches or other dangerous weapons, instruments or materials. No one within the town workplace, with the exception of the police, shall have in their possession a firearm or other dangerous weapon, instrument, or material that can be used to inflict bodily harm on an individual or damage town property without specific written authorization from the Supervisor.
 - e. Harassing or threatening letters, phone calls, FAX, text messages, instant messages, web-posting, e-mails, and other forms of communication.
 - f. Threats or attempts to commit suicide.

- g. Surveillance includes unapproved photos and video on cell phones, cameras, and/or camcorders.
2. Department Head is the person designated to supervise the activities and operation of departments in the Town of LaGrange Government. Department Heads are: Town Clerk, Town Comptroller, Town Justice, Town Highway Superintendent, Town Assessor, Town Receiver of Taxes, Town Building Inspector, Town Administrator of Public Works and Town Director of Recreation.
3. Chair is the appointed leader for the following Board or Committees: Planning Board, Zoning Board of Appeals, Conservation Advisory Council, Recreation Advisory Committee, Open Space Committee, and Public Safety Committee.
4. Employee is any individual involved in the Town of LaGrange government including: Elected officials, paid employees, appointed individuals and volunteers appointed to various Boards and/or Committees and are called employees herein.
5. Workplace includes any Town-owned property (building, park, or parking lots) work site (road construction, and maintenance, tree and brush trimming and cutting, roadside mowing, culvert construction and maintenance, and snow and ice control operations, other similar locations and activities, and Town-sponsored events.

E. Risk Factors

Potential risk factors include but are limited to:

1. Working in the public setting
2. Working late night or early morning hours
3. Exchanging money with the public
4. Working alone or in small numbers
5. Uncontrolled access to the workplace
6. Areas of previous security problems

F. Preventative Actions

The methods the Town of LaGrange will use to prevent incidents of occupational assaults and homicides in the workplace include but are not limited to the following:

1. Making high risk areas more visible to more people.
2. Installing good exterior lighting
3. Using drop safes or other methods to minimize cash on hand
4. Posting signs stating that limited cash is on hand
5. Provide training in conflict resolution and nonviolent self-defense responses.
6. Establishing and implementing reporting systems for incidents of aggressive behavior.

G. Reporting of Incidents

1. General Reporting Responsibilities

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not to be ignored by any employee of the Town. Workplace violence should promptly be reported to the appropriate Town Official. (See H. Responsibilities) Additionally, employees are encouraged to report behavior that they reasonably believe poses a potential for workplace violence as defined in D. Definitions. It is important that all employees of the Town take this responsibility seriously to effectively maintain a safe working and learning environment.

2. Imminent or Actual Violence

Any employee experiencing or witnessing imminent danger or actual violence involving weapons or personal injury must immediately call 911 and notify their immediate supervisor.

3. Acts of Violence Not Involving Weapons or Injuries to Persons

Any employee who is the subject of a suspected violation of this policy involving violence without weapons or personal injury, or is a witness to such suspected violation, must report the incident to their supervisor, or in lieu thereof to the Town Supervisor.

4. Commission of a Crime

All employees who believe a crime has been committed against them have the right and are encouraged to report the incident to the appropriate law enforcement agency.

5. False Reports

Employees who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action and/ or referral to civil authorities as appropriate.

6. Incident Reports

The Supervisor will maintain an incident report file for the Town.

H. Responsibilities

1. Town Supervisor

The Town Supervisor shall be responsible for the implementation of this policy for all Town employees. The responsibility includes dissemination of this policy to all employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that all department heads are aware of their responsibilities under this policy through internal communications and training. The Supervisor is responsible for responding to, intervening, and documenting all incidents of violence in the workplace for Town employees. The Town Clerk will immediately log all incidents of workplace violence.

2. Department Heads/ Chairs

Each Department Head or Chair with supervisory responsibility is responsible within their area of jurisdiction for the implementation of this policy. Department Heads and Chairs must report to the Supervisor any complaint of workplace violence made to them and any other incidents of workplace violence of which they become aware or reasonable believes to exist. Department Heads and Chairs must inform the Supervisor promptly about any complaints, acts, or threats of violence even if the situation has been addressed and resolved. After having reported such complaint or incident to the Supervisor, the Department Head or Chair must keep it confidential and not disclose it further, except as necessary during the investigation process and/or subsequent proceedings.

Department Heads and Chairs are required to contact the police by immediately calling 911 in the event of imminent or actual violence involving weapons or potential physical injuries.

3. Employees

Employees must report workplace violence, as defined above, to their Department Head or Chair. Recurring or persistent workplace violence that an employee reasonably believes is not being addressed satisfactorily, or violence that is, or has been, engaged in by the employee (s) Department Head or Chair should be brought directly to the attention of the Supervisor. Employees who have obtained Orders of Protection are expected to notify their Department Head, Chair, and the Supervisor of any orders that list Town locations as protected areas. Victims of domestic violence who believe the violence may extend into the workplace, or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their Department Head, Chair, or the Supervisor. Confidentiality will be maintained to the extent possible. Upon hiring, and annually thereafter, employees will receive copies of this policy from the Town Clerk.

Additionally, the policy will be posted throughout the Town and be placed on the Town website, as appropriate.

4. Supervisor/Town Clerk Responsibilities

The Supervisor is responsible for responding to workplace violence; facilitating appropriate responses to reported incidents of workplace violence; and consulting with, as necessary, counseling services to secure professional intervention. The Supervisor shall insure that employees receive appropriate training.

The Town Clerk is responsible for providing new employees with a copy of the Workplace Anti-Violence policy as well as posting the policy throughout the Town's properties and on the Town website, as appropriate. Each year, the Town Clerk will distribute a copy of the Anti-Violence policy after the re-organizational meeting and request certification of receipt of policy.

I. Education

The Supervisor is responsible for the dissemination and enforcement of this policy as described herein, as well as for providing opportunities for training in the prevention and awareness of workplace violence. Additionally, annual training in conflict resolution and nonviolent self defense responses will be provided along with measures employees can take to protect themselves from such risks, such as appropriate work practices and emergency procedures. Literature and a video will be available when desired from the Supervisor for employees self training and refreshing.

J. Confidentiality

The Town shall maintain the confidentiality of investigations of workplace violence to the extent possible. The Town will act on the basis of anonymous complaints where it has a reasonable basis to believe that there has been a violation of this policy and that the safety and well being of employees of the Town would be served by such action.

K. Retaliation

Retaliation against anyone who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline as provided in appropriate laws, rules, regulations, and policies up to and including termination.

L. Employee Security Survey

Employees will be encouraged periodically to complete the attached Employee Security Survey. The information obtained from the survey will be use to improve the security of the workplace for the employees and to make appropriate revisions to this policy. The Town Supervisor will be responsible to conduct the survey when desired, to analyze the information, and to take appropriate corrective action.

M. Workplace Violence Incident Report

Workplace violence should not be ignored and employees are encouraged to report incidents of violent behavior. Reporting of incidents will enable the Town to maintain a safe working environment. The attached Workplace Incident Report shall be used to document specific incidents and should be kept in the incident report file with the Town Supervisor.

N. Record Keeping

Currently, public employers are required to record and report workplace violence incidents in accordance with New York State Labor Law, Section 27-a (Public Employer Safety and Health Act). NYCRR Part 801 of that Law, Recording and Reporting Public Employees Occupational Injuries and Illnesses, specifies conditions for employer recordkeeping and reporting requirement. Specifically, an employer is required to record an employee workplace violence injury if it results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid and loss of consciousness. Additionally, employers should utilize accident and illness record keeping information to ensure that their written workplace violence prevention plan is effective as possible. Employers are also required to report employee workplace violence related fatalities and multiple hospitalizations to the Department's Public Employee Safety and Health (PESH) Bureau within 8 hours of the incident by calling the Albany office: 1-518-447-5508. (Refer to NYCRR Part 801 for complete information pertaining to employee record keeping and PESH reporting requirements.

Town of LaGrange

Workplace Violence Prevention Policy Guidelines

I hereby acknowledge that I have received the Workplace Violence Prevention Policy Guidelines. I further understand that Violence in the workplace will not be tolerated at all.

Date of receipt

Employee Name (PLEASE PRINT)

Employee Signature

The original of this form is to be placed in the employee's personnel file. A copy of this form is to be given to the employee.

OUT OF DISTRICT SEWER AGREEMENT

AGREEMENT made this ____ day of _____, 2014, between the Town of LaGrange, on behalf of itself, on behalf of a proposed sewer district, district extension or improvement area to be formed, and the Titusville Sewer District which is an existing sewer district in the Town of LaGrange, all of which above parties maintain offices at the Town Hall, 120 Stringham Road, LaGrangeville, New York (said parties hereinafter being referred to as the "Town"), and Building 926 LLC, whose address is 1631 Route 300, Newburgh NY 12550 (hereinafter referred to as "Owner").

WHEREAS, Owner is the sole owner of certain improved real property known by tax map Grid No. 6261-04-875251, located at 47 Patrick Lane, in the Town of LaGrange, County of Dutchess, State of New York (hereinafter the "Property"); and

WHEREAS, Owner has expressed an interest to receive an interim source of municipal sewer service for the Property on a contract basis from the Titusville Sewer District (sometimes hereafter "TSD" or the "District"), in exchange for payment of sums equivalent to the annual benefit assessments and usage charges which would generally prevail to the Property in the event that it were a parcel included within the Titusville Sewer District; and

WHEREAS, the Town is currently gathering information and technical material to assess the terms for establishment of

one or more sewer districts, sewer district extensions or sewer improvement areas (hereinafter sometimes collectively referred to as "future sewer entities"), as well as to assess terms for shared facility arrangements between the existing Titusville Sewer District and such future sewer entities for the shared use of sewer collection and treatment facilities of the Titusville Sewer District, or of excess sewer collection and treatment facilities of the Town or of sewer collection and treatment facilities of such future sewer entities to be established, or any combination of such facilities; and

WHEREAS, the Town maintains both the authority to enter into contracts involving the Titusville Sewer District and properties located outside of said district for purposes of providing municipal sewer service; and

WHEREAS, in consideration of this Agreement, the Owner is willing to consent that the Property shall, at the option of the Town, become a part of a future extension of the Titusville Sewer District, or a part of an independent future sewer district or sewer improvement area, any and all of which may be making shared use of sewer collection and treatment facilities of the Titusville Sewer District, of excess sewer collection and treatment facilities of the Town, or of sewer collection and treatment facilities of such future sewer entities to be established by the Town, or any combination of such sewer

collection and treatment facilities. The Owner herein commits to sign an irrevocable petition to effect these commitments, and to otherwise provide that its signature of this Agreement shall stand as a commitment for the Property to be included in such future sewer entities when and if established at the option of the Town; and

WHEREAS, in consideration of the Owner's commitments, the Town is willing to enter into an agreement with the Owner to provide the Property with interim municipal sewer service from the Titusville Sewer District's existing wastewater treatment and collection facilities on a basis which recognizes (a) the finite capacity and future inadequacy of those facilities at this time in relation to the Town's pre-existing obligations to provide service to others when their demand ripens, (b) the Town's need to increase facilities in order to continue to make service available to the Property, and (c) the potential need of the Town to terminate interim use by the Property of the District's facilities if an increase in the Town's future facilities is not effected timely.

NOW, the respective parties hereby agree as follows for mutual consideration:

1. Subject to the terms and conditions of this agreement, the TSD shall provide municipal sewer service to the Property, and the Owner shall accept and compensate the TSD for

providing municipal sewer service to the Property. The maximum average daily wastewater generation of the Property shall be 540 gallons per day, average daily flow. Owner may not exceed that usage. Exceeding that usage shall be a material breach and grounds for the Town's termination of this Agreement.

2. Owner shall continue to own, operate, maintain and repair any sewer collection line and appurtenances located within the boundaries of the Property at Owner's expense pursuant to prevailing District rules and regulations. The Town shall have no obligation to fund, to establish, to maintain or to repair new facilities to collect wastewater from the Property and to convey it to the District's existing wastewater collection facilities.

3. The Town and the District have made no prior representations regarding the sewer service and adequacy of continuing service to meet Owner's requirements, and the Town and District make no such representations or warranties in this Agreement.

4. With the making of this agreement, Owner shall deposit the sum of \$500.00 with the Town. That sum shall be accepted by the Town as Owner's contribution to defray the actual engineering, legal and administrative costs of the preparation of this agreement, the execution of this agreement, and any costs associated with obtaining the approval of other local, state or federal agencies as may be necessary to execute the provisions of

this agreement. This sum shall be deemed an escrow deposit and shall not be deemed a cap upon the Owner's obligation, hereby undertaken and agreed to by the Owner, to defray actual and necessary expenses of the Town in regard to the actual costs identified in this paragraph, with the exception of legal expenses for this Agreement which shall be capped at \$500.00. This obligation to defray is separate and independent of the Owner's responsibility, or shared proportionate responsibility if other properties are collectively included, to cover the future capital costs of establishing any future sewer entity which includes the Property or the capital costs of improving that future sewer entity with such collection and treatment facilities, or rights to service by shared facilities, as may be reasonable and necessary in the judgment of the Town.

5. The method and manner of connection of the Property to any existing sewer collection facilities of the TSD or the Town shall be subject to the advance approval of the Town, and the point of connection shall be subject to advance approval by the Town. The connection to any existing sewer collection facilities is further subject to all local laws and regulations of the Town of LaGrange concerning the disturbance of its municipal streets or highways. Connection shall be without cost the Town or the District.

6. The Town shall have the right, in its sole

discretion, to extend the boundaries of the District to include Owner's Property, and the Town shall have the right, in its sole discretion, to form another sewer district or sewer improvement area, the boundaries of which future sewer entity may include Owner's Property. If the Town Board, acting pursuant to Article 12 of the Town Law, determines to extend the boundaries of the District to include the Property or to create a new sewer district the boundaries of which will encompass the Property, Owner will execute an irrevocable petition for the inclusion of the Property in the extension of the District or in any other sewer district formed by the Town to include the Property. If the Town Board, pursuant to Article 12-A of the Town Law, determines to extend the boundaries of the District to include the Property or to create a new district the boundaries of which will encompass the Property, Owners will not take any action to oppose the Town Board's actions or to petition the Town to conduct a permissive referendum. The Town may place the Property in a sewer improvement area under Article 12-C of the Town Law, and Owner waives all rights to take action to oppose such future action of the Town Board. Owner expressly waives any right to object to, challenge by any means, or pursue by petition a permissive referendum in regard to the Town's undertaking any of such alternatives, and such waiver shall include but not be limited to the timing, geographic, land area, capital costs and user costs

of establishment and improvement of any such future sewer entity. This paragraph of the Agreement, and the Agreement in its entirety, shall constitute an obligation running with the land and notice of this continuing obligation shall be memorialized by recording this agreement, or a memorandum of this agreement with the Clerk of Dutchess County.

7. Upon connection to District's municipal wastewater facilities, and during duration of this Agreement, the Owner shall pay to the District for the availability and the usage of the municipal source of sewer service of the District in the following fashion and manner:

a. An Operation and Maintenance Fee at the then prevailing rate in the District as though the property were located within the District. Any water meter servicing the Property shall be made accessible to be monitored and read by the District's designee, whose determination shall be conclusive and binding upon the Owners. These fees shall be billed to the Owners in arrears on a quarter-annual basis.

b. A Capital Debt Reduction Fee based on the prevailing or later amended Benefit Unit formulation for the District. The Property shall be assigned the equivalent of one and 54 hundredths 1.54 Benefit Units, and Owner shall pay the prevailing periodic rate per Benefit Unit as calculated from time to time by the District. The Capital Debt Reduction Fee shall be

billed to Owner on a quarterly or annual basis at the option of the Town and, if quarterly, the fee shall be billed with the sewer usage fee.

c. A Late Payment Fee, as adopted from time to time by the Town Board in the Town's Schedule of Fees, in the event the Fees have not been paid by Owners within thirty (30) days of the payment date stated on the District's voucher.

d. In the event that any watering metering device is found to read incorrectly or is out of service, the District shall bill Owner for each day the meter is not functioning at the average daily consumption rate as determined by the records for the previous four quarters actually billed by the District. If four quarters of data are not available, the calculation will employ all of the data that is available. The charge shall be added to the regular billing to Owners.

8. Owner's usage of the District's sewer system and municipal sewer service shall be governed by all prevailing rules and regulations established by the Town of LaGrange.

9. In the event of Owner's failure to pay the Fees or otherwise to fulfill any obligation under this Agreement, and in addition to the option of terminating this Agreement, the District and/or Town may exercise the following options in its discretion:

a. Charging any unpaid Fees against the Property

by adding that charge to and making it part of the next annual property tax assessment roll of the Town of LaGrange, after giving the Owner, or the last known successor owner of record, reasonable notice and opportunity to be heard before the Town Board, and such charges shall be levied and collected at the same time and in the same manner as Town-assessed real property taxes;

b. Recovery of legal or equitable relief by action venued in New York State Supreme Court, Dutchess County, and Owner shall be responsible for the reasonable and necessary attorney's fees, investigative costs and court costs expended by the District and/or the Town in successfully prosecuting such action to recover monies, to obtain specific performance, or to achieve any other legal or equitable relief.

10. The term of this agreement shall be forty (40) years. This Agreement shall be superseded by the Property's inclusion in a future sewer entity which is both established and improved by the Town to a point that such entity is has the actual capacity and ability to provide sewer collection and treatment service to the Property.

11. Owner enters into this Agreement with the disclosed understanding and acknowledgement that (a) the District's existing facilities and treatment capacity are less than the total of the Town's commitments to its residents and other properties which have made arrangements to reserve capacity

in the Town's facilities, (b) the Town is currently assessing the increase(s) in the capacity of the existing wastewater collection and/or treatment facilities of the District or of future sewer entities to achieve up to the 1.0M GPD anticipated to be established when those pre-existing commitments were established, (c) the pre-existing commitments shall have priority even as to earlier connection to and use of the District's facilities by the Property as a contract user under this Agreement, and (d) the Town in the exercise of its judgment shall be entitled to implement all remedies reasonable and necessary, including the termination of service to the Property as a contract user under this Agreement, in order for the Town to honor and fulfill those pre-existing commitments. Owner hereby waives and releases all claims against the Town or the District that arise out of, or are in any way related to, the termination of service for these reasons. Owner acknowledges and represents that it has prepared, or that it will consider and prepare, a contingency plan for providing wastewater management at the Property in the event of the need for termination of service by the Town under this paragraph.

12. All terms of this Agreement are binding upon the heirs, successors and assigns of Owners, and it shall run with the land comprising the Property, and the parties shall record this Agreement or a Memorandum of this Agreement with the Clerk of

Dutchess County, indexed to the Property.

13. MISCELLANEOUS MATTERS.

a. Nothing in this Agreement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Agreement. Each party represents that it is entering into this transaction as principal for its own account and not as an agent for any other party.

b. This Agreement is deemed to be a contract entered into and shall be interpreted under the laws of the State of New York, except the provisions thereof pertaining to the conflicts of laws.

c. Each party will, at any time and from time to time, at the request of any other party, make, execute, acknowledge and deliver, or cause to be done, all such further acts, deeds or other documents as may reasonably be necessary or appropriate to complete the transactions contemplated by this Agreement.

d. This Agreement, together with the terms and conditions in effect from time to time, constitutes the entire agreement of the parties as to the subject matter hereof, supersedes all prior understandings (whether written or oral) and may not be amended or modified except by a written document signed by both parties and stating that it is intended to amend this Agreement.

e. Each party represents to the other party that it has the power and authority to execute, deliver and perform this Agreement, that all actions necessary to authorize the execution, delivery and performance of this Agreement have been duly taken, that it has duly executed and delivered this Agreement and that this Agreement is legal, valid and binding on it, and enforceable against it, in accordance with its terms.

f. This Agreement and the right, duties and obligations contained herein shall be solely for the benefit of the parties hereto and their permitted assignees and transferees, and no customer, resident, property owner or other users or prospective users of sewer service within the service area of the District or otherwise, third-person or entities shall have any rights hereunder as a third-party beneficiary, or otherwise.

g. The parties understand that the Supreme Court, Dutchess County, New York, shall have exclusive jurisdiction of any disputes arising therefrom and that all disputes shall be tried before the Court without a jury.

h. All notices and written communications between the parties concerning this Agreement, except the Town's invoices and Owner's remittances, shall be deemed to have been delivered upon receipt or refusal of delivery to the following addresses:

If to the Town:

Supervisor
Town of LaGrange
120 Stringham Road

If to Owner:

Either party may change the address to which notice is to be sent by like notice. In the event of transfer by Owners of the Property or any lot making up the Property, Owners shall notify the Town of such transfer within ten days of the transfer and supply the Town with the name and mailing address of the transferee. Any successor elected official shall be deemed to have been changed as to this notice provision by virtue of his or her assumption of their office.

i. This Agreement may only be amended by a written agreement of the Town and Owners. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

j. The failure of the Town or Owners to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights or benefits granted hereunder or the future performance of any such term, covenant or condition.

14. The Town and District's obligation under this Agreement are conditioned upon the obtaining of all federal,

state, and local regulatory approvals required by law.

TOWN OF LAGRANGE

By: _____

Supervisor

By: _____

STATE OF NEW YORK, COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, 2013, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, 2013, before me, the undersigned, a notary public in and for said state, personally appeared _____, SUPERVISOR, TOWN OF LAGRANGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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TOWN OF LAGRANGE
PARKS & RECREATION DEPARTMENT
120 Stringham Road., LaGrangeville, NY 12540
845-452-1972 Fax 845-452-6563 lagrangeny.org

To: Supervisor Bell and LaGrange Town Board

From: Sandy Washburn, Director of Parks & Recreation

Subject: Bid process for 4x4 combo tractor

Date: June 6, 2014

Due to not receiving any bids for the 4x4 combo tractor from our last posting, I am requesting approval to rebid for that piece of equipment.

The equipment being referenced is the new 4x4 combo tractor, backhoe and loader with cab.

With your approval at the 6/11 Town Board meeting, I would like to proceed with posting and then begin accepting bids on 6/20 with a bid opening to be scheduled for 6/26.

Thank you for your consideration of this matter.