

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

**TOWN BOARD MEETING
March 25, 2015**

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

Absent: Supervisor Alan Bell

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

Others Present: Ron Blass, Esq. Van De Water & Van De Water
Wanda Livigni, Planning & Public Works
Sandy Washburn, Recreation Director
Diana Campaglione, Environmental Consultants

The regular meeting of the Town Board was held on Wednesday, March 25, 2015, at 120 Stringham Road, Town of LaGrange. Deputy Supervisor Jessup called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Deputy Supervisor Jessup asked for a moment of silence to observe the passing of Patricia Tighe. Patricia was a long time resident and the mother of Joe Tighe, a highway employee and longtime friend.

Mr. Jessup asked for a motion to accept the minutes for March 11, 2015. Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Mr. Jessup asked for a motion to accept the minutes for March 19, 2015. Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Correspondence

Mr. Jessup asked for a motion to accept a letter of resignation letter from Marge Pizzuti, Dog Control Officer; effective March 31, 2015. Councilman Luna moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

Information relating to Time Warner Cable will be on file in the Clerk's office for one week.

Agenda

Patrick Manning a Certified Solar Associate made a presentation on solar options. He is affiliated with Solar City which is a New York State preferred provider of alternative sustainable energy. He stated that he had met with Supervisor Bell to discuss the possibility of setting up a remote net metering project for LaGrange, which would provide the majority of energy usage for

residents. The proposition would offer a 20 year lease, with no money down and no maintenance fees. A brief discussion followed.

The Highway Superintendent requested a transfer of funds from Fund Balance in the amount of \$9,595.00 to Machinery Equipment. (SEE ADDENDUM)
Councilman Polhemus moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

The Highway Superintendent requested approval of the paving schedule and related expenditures. (SEE ADDENDUM)
Councilman Polhemus moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

Mr. Jessup asked for a motion for a Performance Bond reduction for Sleight Farm Subdivision Phase 4. The bond would be reduced to \$167,815. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

Mr. Jessup asked for a motion to establish a Stormwater Maintenance Performance Bond for the LaGrange Creamery in the amount of \$62,103. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

Councilman Dyal moved to approve the Map, Plan & Report for the proposed Rolling Meadows Sewer District, seconded by Councilman Polhemus. The motion carried. (SEE ADDENDUM)

Resolution: Approval of the execution of the Supplemental Sewer Agreement for Rolling Meadows (SEE ADDENDUM)

Clark Patterson Lee recommended awarding the sewer main cleaning and camera inspection for the Titusville Sewer District – Titusville/Noxon Intersection Project to Fred A. Cook Jr., Inc. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

The Planning Board requested a recommendation for a 4th re-approval of Phases 4, 5, & 6 for Frank Farm Subdivision.
(SEE ADDENDUM)
Councilman Luna moved to recommend the re-approval, seconded by Councilman Dyal. The motion carried.

The Building Inspector requested waiving the \$75 fee and \$75 deposit for a temporary sign permit for the Overlook/Titusville PTA. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

The Director of Parks and Recreation requested additional LPI funds for LaGrange Park Concession in an amount not to exceed \$11,250. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

The Director of Parks and Recreation requested approval of the wage scale for 2015 summer/seasonal staff. (SEE ADDENDUM)
Ms. Washburn stated that the scale had been in place since 2008, adding that she plans to rework it in order to provide a clearer representation of the actual salaries.
Councilman Dyal moved to do so, seconded by Councilman Luna. The motion carried unanimously.

Mr. Jessup asked for a motion to appoint Barbara Kull as a member of CAC.
Councilman Luna moved to do so, seconded by Councilman Dyal. The motion carried unanimously.

Mr. Jessup asked for a motion to accept a Proclamation for Mental Health Awareness Month. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

The Mid-Hudson Road Runners Club would like the Town Board to be aware of the upcoming e MHRRC Women's Run on Saturday, May 16, 2015 between 8:00 am and 10 am, along the Dutchess County Rail Trail.

Committee Reports

Water and Sewer

Mr. Luna stated that the draft of the Capital Plan for the water and sewer districts is nearly ready.
Mr. Jessup added that he had seen the plan and was impressed with it.

Mr. Luna stated that the Wappingers Creek revitalization project will be hosting a Public Outreach on April 2nd at 7:00 pm at Town Hall.

Recreation

The Adult Special Needs Soccer League will be starting up again this Spring. More information may be found in the addendum. The Easter Egg Hunt is scheduled for this Saturday at Stringham Park. The entire recreation report may be found in the addendum.

Ms. Washburn stated that she had received several RFPs for Community Day fireworks. She was able to negotiate a discounted rate with Young Explosives.

Open Space

Mr. Jessup stated that he is working with the DLC on the Suter property. The acquisition of the Menken property should be discussed at the next workshop.

Highway

Mr. Polhemus stated that street sweeping will begin in one or two weeks.

Business Economic Development

The next meeting is scheduled for April 6th.

Town Attorney

No comment

Administrator of Public Works

Ms. Livigni stated that Southview Farms drainage easements were sent out to property owners and only one owner responded. She has worked with the Town engineer as well as the Highway Superintendent to try and mitigate flooding issues in the Scenic Hills development. The developer for Southview Farms has not been responsive. She asked if the Board would authorize Mr. Blass to send out letters to facilitate gaining the easements, and should that fail, possibly using Eminent Domain. A brief discussion followed.

Councilman Luna, seconded by Councilman Jessup moved to authorize the letters and to invoke Eminent Domain should the letters fail to generate the hoped for response. The motion carried.

Environmental Consultants

Ms. Campaglione stated that there was a water main break in High Acres / Scenic Hills.

Public Comment

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

There was no comment.

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

Town Board Discussion

Mr. Jessup stated for the record that the Special Meeting on March 19th was immediately adjourned since supporting documentation had not been received. He had notified Mr. Dyal of the fact and advised him not to come.

Mr. Jessup updated the Board on the Dog Warden vacancy. He had reviewed possibility of a shared service agreement with neighboring towns. The best fit seemed to be Unionvale; however their dog warden was not interested in the additional work. The Town of Wappinger already has an agreement with the village of Wappinger as well as Town of Fishkill. The Town of Poughkeepsie has 13,000 parcels, which would not make them the best potential partner. The next best possibility would be Beekman. If an agreement can be reached with the Town of Beekman, the Town Attorney will draw up a shared services agreement. A brief discussion followed.

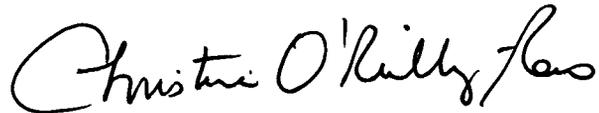
Councilman Dyal pointed out a typo on the agenda. The meeting minutes should be March 19th and not March 9th. The error was duly noted.

Mr. Dyal asked about the maintenance of football fields. Ms. Washburn stated that the fields are maintained by the Town. Mr. Blass added that they are Town owned. The league is covered under the same agreement that the Town has with other leagues, e.g. baseball. They leagues pay the same fee annually, which is \$5,000.

Mr. Luna asked about removal of the trailer there. A brief discussion followed.

Councilman Dyal moved to adjourn the meeting at 7:45 pm, seconded by Councilman Polhemus. The motion was carried by all.

Respectfully Submitted,

A handwritten signature in black ink that reads "Christine O'Reilly-Rao". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail on the 'o'.

Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Memo: Highway Funds Transfer
- Memo: Highway Equipment
- Memo: Highway Paving
- Letter: Performance Bond Reduction for LaGrange/Sleight Farm Phase 4
- Letter: Establish Stormwater Maintenance Bond
- Map, Plan & Report: Rolling Meadows Sewer District
- Resolution: Rolling Meadows Supplemental Sewer Agreement
- Letter: Bid Award
- Memo: Frank Farm Subdivision
- Adult Special Needs Soccer
- Recreation Report
- Memo: LPI Funds
- Memo: 2015 Wage Scale for Parks & Recreation Summer/Seasonal Staff
- Memo: Sign Permit Fees
- Proclamation: Mental Health Awareness



TOWN OF LAGRANGE HIGHWAY DEPARTMENT

130 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
845-452-2720 845-452-2709 FAX

DATE: March 16, 2015
TO: The Town Board
FROM: Michael Kelly
RE: Budget Amendment-Transfer Funds

Town Board:

I would like to request a Transfer of Funds from (Fund Balance) in the amount of \$9,595.00 to account # 5130.2 (Machinery Equipment).

If you have any questions or concerns, please contact me.

Thank you,

Michael Kelly,
Highway Superintendent



TOWN OF LAGRANGE HIGHWAY DEPARTMENT

130 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
845-452-2720 845-452-2709 FAX

DATE: March 23, 2015
TO: Town Board
FROM: Mike Kelly
RE: 2015 Equipment-Purchase / Rental

<u>EQUIPMENT</u>	<u>ESTIMATED COST</u>
1- 4500 Series Equipment Truck to replace 1998 International for sign truck	75,000.00
2- 6 Wheel Dump Trucks w/Plows and Sanders to replace 2- 2000 International Dumps	400,000.00 * *
1- 5 Ton Vibratory Roller to replace 2000 Vibro-max 255/roller	47,000.00
1- 7 Ton Trailer to replace 1990 Hudson Trailer	7,000.00
1- 12 Ton Trailer to replace CR/CO Trailer	<u>15,000.00</u> *
TOTAL	\$ 544,000.00

EQUIPMENT RENTALS

1- 938 Size Front End Loader 4 Month Rental instead of replacing ours. (Replacement cost \$310,000.00 +/-)	16,000.00
1- 19000 lb. Size Excavator 7 Month Rental instead of replacing 2005 New Holland Backhoe. (Replacement cost \$115,000.00 +/-)	<u>21,000.00</u>
TOTAL	\$ 37,000.00



TOWN OF LAGRANGE HIGHWAY DEPARTMENT

130 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
845-452-2720 845-452-2709 FAX

DATE: March 23, 2015
TO: Town Board
FROM: Mike Kelly
RE: 2015 Paving Schedule

<u>ROAD</u>	<u>L x W x D</u>	<u>SQUARE FT.</u>	<u>EST. TONS</u>	<u>EST. COST</u>
½ Rombout Road To Overlook Road	8,000' x 24' x 2"	190,000	2,400	184,800.00
Mapleview Road	2,165' x 26' x 2"	56,300	710	54,670.00
Pulling Road	3,450' x 30' x 2"	104,000	1,300	100,100.00
Beaver Road	4,500' x 30' x 2"	135,000	1,700	130,900.00
Pond Hills Drive	2,600' x 24' x 2"	62,400	900	69,300.00
Todd Hill Road Tsp to Lauer Road	6,600' x 24' x 2"	158,400	2,100	161,700.00
Stringham Road Todd Hill Road to Town Hall	1,350' x 24' x 2"	35,100	460	35,420.00

TOTAL 9,570 @ 77.00 \$ 736,890.00

ROAD BOND 500,000.00

CHIPS 15 – 16 231,446.55 (est.)

CHIPS 14 – rollover 11,488.32
742,934.87

-736,890.00
6,044.87

Stormwater Management Consultants, Inc.

March 18, 2015

Mr. Alan Bell, Supervisor
and Members of the Town Board
Town of Lagrange
120 Stringham Road
Lagrangeville, New York 12540

Re: *LaGrange/Sleight Farm Subdivision – Phase 4*


Dear Supervisor Bell and Members of the Town Board:

The Developer for the above referenced subdivision has requested a reduction in the Performance Bond for the proposed roadway and related improvements.

On March 16, 2015 a site inspection of the proposed road and related improvements were conducted by Mike Kelly, Town Highway Superintendent, Wanda Livigni, Administrator of Public Works and this office. Based upon our observations at said site inspection, it was noted that a significant portion of the work has been completed, and the remaining outstanding items to be completed are noted on the attached table.

As shown on the attached table, the remaining estimated road and related improvements total \$124,435. This represents an 81.5% completion of improvements of the original performance bond estimate of \$671,261. As per the Code of the Town of LaGrange, up to two (2) bond reductions are permitted. As this is the second bond reduction requested for this project, no more bond reductions may be requested.

In addition, as per the Code of the Town of LaGrange, at no time shall the amount of the required performance bond held be less than 25% of the original bond estimate of \$671,261, or \$167,815.

Based upon further consultation with the Town Highway Superintendent, it is therefore recommended that the Town Board consider a 75% performance bond reduction of the original bond estimate established for the above referenced subdivision to  being 25% of the original bond estimate.

At such time a Maintenance Bond is established, the Maintenance Bond shall be in the amount of 20% of the original bond estimate of \$671,261, or \$134,252.

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: Stacy Olyha, Planning Board Chairman
Wanda Livigni, Administrator of Public Works

[REDACTED]
Mike Kelly, Town Highway Superintendent
Ronald Blass, Jr., Esq., Van DeWater & Van DeWater, Town Attorney
Greg Bolner, P.E., Clark Patterson Associates, Town Engineer

Sleight Farm Performance Bond Estimate Phase 4
3/18/2015

No.	Item Name	Qty.	Unit	Cost	Value
FOR SUB-ROADWAY:					
1	Clear & Grub - Road ROW	0	LF	\$4.00	\$0
2	Clear & Grub - Easements	0	LF	\$2.00	\$0
3	Rough Grade	0	LF	\$8.00	\$0
4	Foundation Course	0	LF	\$8.00	\$0
FOR SHOULDERS AND DITCHES RURAL ROADWAY (FIGURE 4):					
1	Surface - asphalt conc. Binder course, 3-inch thickness	0	SY	\$8.00	\$0
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	0	LF	\$27.00	\$0
3	24" Dia. HDPE	0	LF	\$36.00	\$0
4	30" Dia. HDPE	0	LF	\$45.00	\$0
Sewer Pipe (PVC)					
3	8" Dia. PVC (gravity main)	0	LF	\$50.00	\$0
Misc.					
2	Storm Manhole - 6 ft	0	EA	\$1,050.00	\$0
3	Catch Basin < 5 ft	0	EA	\$800.00	\$0
6	Sanitary Manhole < 5 ft	0	EA	\$800.00	\$0
7	Sanitary Manhole - 6 ft	0	EA	\$1,050.00	\$0
8	Sanitary Manhole - 7 ft	0	EA	\$1,300.00	\$0
9	Sanitary Manhole - 8 ft	0	EA	\$1,550.00	\$0
10	Sanitary Manhole - 9 ft	0	EA	\$1,800.00	\$0
11	Survey Monument	28	EA	\$200.00	\$5,600
12	Street name sign	0	EA	\$200.00	\$0
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	0	LF	\$50.00	\$0
2	Topsoil-Seed-Mulch	5,000	SY	\$5.00	\$25,000
3	Fire Hydrants	0	EA	\$2,000.00	\$0
4	6" Sanitary Lateral Connection	0	EA	\$300.00	\$0
5	1" Water Service	0	EA	\$500.00	\$0
6	Street tree	32	EA	\$200.00	\$6,400

Total **\$82,956**

Performance Bond 1.5 x Total **\$124,435**

Maintenance Bond 20% Perf. Bond **\$134,252**

Inspection Fee 2% Perf. Bond **\$13,425**

Stormwater Management Consultants, Inc.

March 20, 2015

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

Re: *The Farmer and His Daughter Site Plan – NYS Route 55
Stormwater Management Facilities Performance Bond Estimate*

Dear Supervisor Bell:

Stormwater Management Consultants, Inc. (SMC) has reviewed a bond estimate prepared by the Applicant's Engineer for the proposed permanent post-construction stormwater management facilities for The Farmer and His Daughter Site Plan located on NYS Route 55 in the Town of LaGrange.

Using the estimate prepared by the Applicant's Engineer and cost estimates provided by the manufacturer of the structural components of the stormwater management facilities, I have prepared the attached estimate of improvements for the purpose of determination of the Performance Bond.

As shown on the attached table, the estimated total permanent stormwater management facilities improvement cost is \$62,103.

At such time construction and installation of the permanent post-construction stormwater management facilities has been completed, an inspection shall be performed by the Applicant's Engineer and this office to ensure the permanent post-construction stormwater management facilities have been constructed in accordance with the approved Site Plan and the approved Stormwater Pollution Prevention Plan (SWPPP). The Applicant's Engineer shall also prepare a letter of certification stating same. If all facilities are constructed in accordance with the approved Site Plan and the approved SWPPP, the Performance Bond shall be released and a maintenance bond shall be established. The Maintenance Bond shall be held for a period of two (2) years.

Based on this amount, the maintenance bond amount would total \$12,421, which is 20% of the estimated improvement cost of the permanent post-construction stormwater management facilities.

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: Stacy Olyha, Planning Board Chairman

[REDACTED]
Wanda Livigni, Administrator of Public Works, SMO
Ronald Blass, Jr., Esq., Town Attorney, Van DeWater and Van DeWater
Greg Bolner, P.E., Town Engineer, Clark Patterson Lee
Brian Stokosa, P.E., M. Gillespie & Associates, Consulting Engineering, P.L.L.C.

The Farmer and his Daughter Site Plan
Stormwater Management Facilities Performance Bond

3/20/2015

Item & Description	Quantity	Unit	Unit Price	Computed Amount
Stormwater Management Facilities				
8" Round HDPE	132	L.F.	\$8.75	\$1,155.00
Outlet Control Structure	5	each	\$1,050.00	\$5,250.00
Bioretention area site sum	1	L.S.	\$30,000.00	\$30,000.00
Site infiltrators installed	1	L.S.	\$12,500.00	\$12,500.00
For Miscellaneous Items:				
Temporary erosion and sediment controls	1,200	Yd ²	\$2.50	\$3,000.00
Final cleaning of drainage system	132	L.F.	\$1.50	\$198.00
Site Plantings	1	L.S.	\$10,000.00	\$10,000.00

Performance Bond Total:	\$62,103.00
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MAP PLAN REPORT

TOWN OF LAGRANGE ROLLING MEADOWS SEWER DISTRICT

CLARK PATTERSON LEE PROJECT NO: 12977.02

DOCUMENT DATE: MARCH 2, 2015

RECEIVED

MAR 26 2015

LAGRANGE TOWN CLERK

ARCHITECT/ENGINEER
CLARK PATTERSON LEE
103 EXECUTIVE DRIVE
NEW WINDSOR, NY 12553
(845) 567-6700
(845) 585-9614 – FAX



Clark Patterson Lee
DESIGN PROFESSIONALS

OWNER
TOWN OF LAGRANGE
120 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
(845) 452-2720
(845)452-2709 -FAX

1.0 INTRODUCTION

The purpose of this Map, Plan and Report (MP&R) is to establish the Rolling Meadows Sewer District (RMSD), pursuant to Article 12 of the Town Law, for the purposes of (a) obtaining current wastewater collection and treatment by means of facilities of the Town of LaGrange's Titusville Sewer District and (b) capitalizing a contractual share of public wastewater treatment facilities of the Town of LaGrange having a capacity of 1M GPD.

2.0 RMSD AREA AND PROJECTED SEWER DEMANDS

2.1 Proposed Service Area

Enclosed as Exhibit 1 is a map showing the boundary of the sewer service area of the proposed RMSD. It would comprise real tax parcel number 6361-04-778118 in the Town of LaGrange. The parcel consists of approximately 170.7 acres. The real property has received initial conditional final approval and later conditional final reapprovals issued by the Town of LaGrange Planning Board for single-family residential subdivision known as the Rolling Meadows Subdivision and consisting of 130 lots. A final plat for the subdivision has not yet been filed, and the owner has deferred completion of approval conditions, in favor of conditional reapprovals.

2.2 Projected Sewer Treatment Capacity Requirements

The quantity of public wastewater collection and treatment capacity require for the RMSD is established at 48,750 gallons per day, average daily flow, which is the capacity reasonably and necessarily required to provide collection and treatment for 130 single family homes of the Rolling Meadows Subdivision. Annexed as Exhibit 2 to this MP&R is a Supplemental Sewer Agreement between the Town of LaGrange and the owner of the subject parcel, pursuant to which the owner commits to the establishment of the RMSD in aid of partially capitalizing the Town of LaGrange's expansion to 1M GPD of public wastewater treatment by shared facilities at the current site of the town's Titusville Sewer District's (TSD's) existing .5M GPD treatment facilities.

With respect to the contractual object and method of capitalization, this MP&R concludes and discloses that the estimated maximum amount to be expended by an RMSD is \$581,489 for the future issuance of public debt to be devoted to the completion of public wastewater treatment facilities to a capacity of 1M GPD, as aforesaid.

There are no other capital improvements to be capitalized by the RMSD. Interconnection to the existing collection facilities of the TSD and on-site collection systems will be funded by the owner. Pursuant to the Sewer Agreement, the owner of the Real Property is obligated to defray all soft costs of establishment the RMSD.

3.0 PURPOSES OF THE RMSD

3.1 Contractual Capitalization of a 1M GPD Public Wastewater Treatment Facility

The RMSD is established to authorize the capitalization by issuance of public debt of up to \$581,489, the Real Property's contractual contribution under the Supplemental Sewer Agreement to a share of capital costs of completion of public wastewater treatment facilities having a capacity of 1M GPD for the purpose of providing shared facilities at the current site of the Titusville Sewer District's treatment facilities.

4.0 OPINION OF MAXIMUM PROBABLE COST

4.1 Opinion of Maximum Probable Cost to be Bonded

The estimated probable cost to be expended by issue of public indebtedness for the capital purposes identified in Section 3.1 of this Map, Plan and Report is \$581,489, which is to be generated by public indebtedness issued for purposes of the RMSD's acquisition of public sewer capacity at the existing facilities of the Town's Titusville Sewer District by way of inter-district agreement in exchange for the capitalization of a share of the future enlargement of treatment capacity by shared facilities having a capacity of 1M GPD at that site.

5.0 PROJECTED REPAYMENT SCHEDULES

5.1 Bonding Cost and Capital Debt Service

Bonding for the purposes of this report assumes use of the "Level Debt Payment Method" to calculate the annual payments to be made for a period of 30 years, assuming a 4.0% interest rate. This results in an annual debt service cost to the RMSD of \$33,628 based upon a public debt principal of \$581,489.

5.2 Benefit Units and Cost per Each

It is proposed that the debt service shall be satisfied by the benefit method of assessment against the 130 individual lots of the Rolling Meadows Subdivision which has conditional final subdivision approval and reapprovals.

5.2.1 Benefit Assessment Formula

The development of the Real Property is to be composed of 130 single-family residential units. The proposed benefit assessment formula is 1.0 Benefit Units per residential unit.

Based on this benefit unit formula, the RMSD will be assessed a total of 130 benefit units.

5.2.2 Total Benefit Assessment

The opinion of probable cost of the contractual capitalization devoted to completion of a 1.0 MGD wastewater treatment plant at TSD will be \$259.00 per benefit unit.

6.0 WASTE WATER TREATMENT COSTS

Waste Water treatment will be provided at the current site of the Titusville Sewer District by means of the appended inter-district agreement (See Exhibit 3). The waste water treatment cost is based on the operation and maintenance costs for the Titusville Sewer District which includes labor, equipment, power, replacement parts, and any other one time or recurring costs included within the annual budget for the District as deemed appropriate by the Town Board. This budget amount will be divided into the estimated usage to establish an O&M rate. Waste Water treatment costs will be billed by the Town on a quarterly basis.

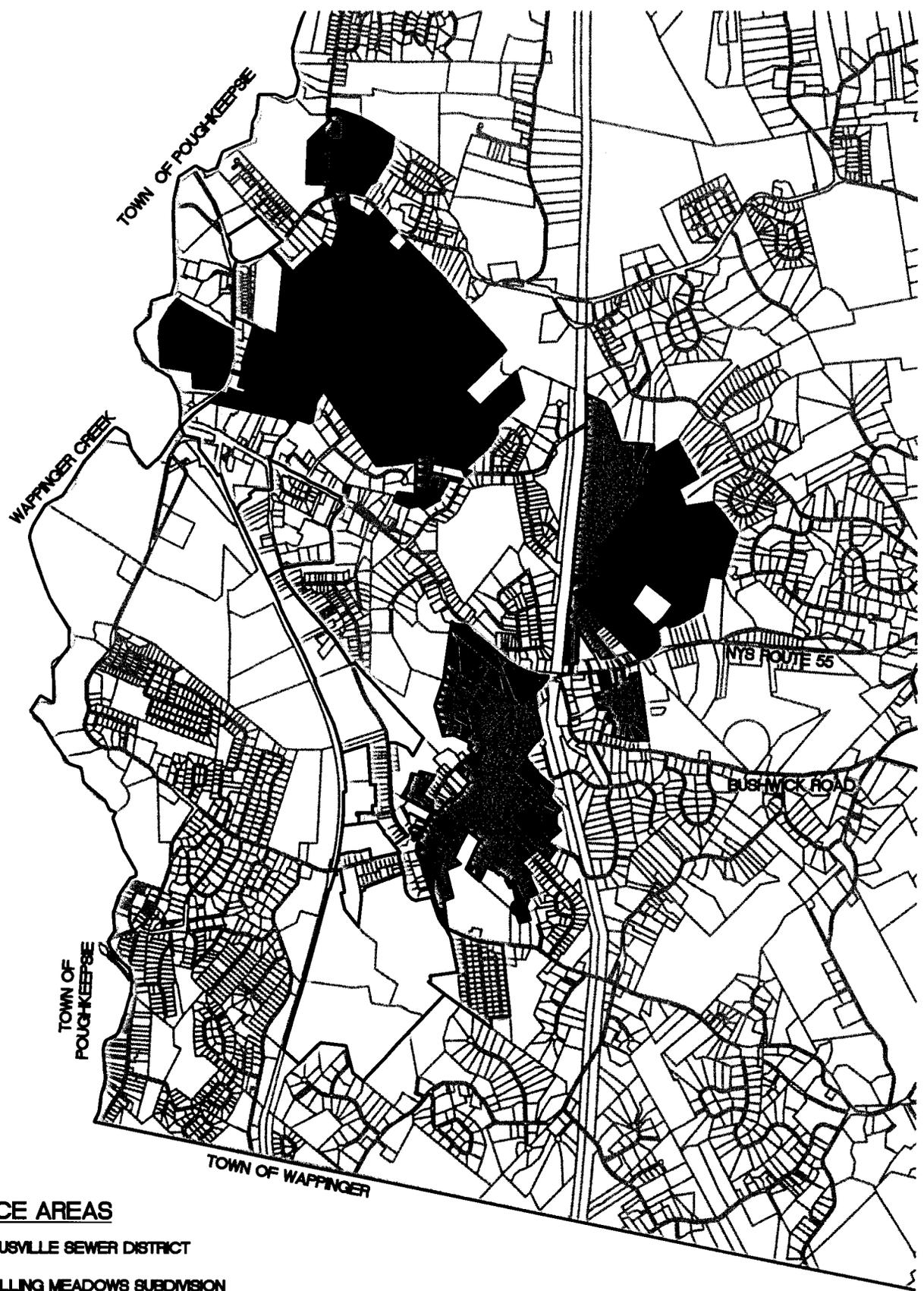
6.1 O&M for Titusville Sewer District Waste Water Treatment

With current O&M rate for the Titusville Sewer District and proposed RMSD is \$49 per quarter plus \$4.41 per 1,000 gallons to operate and maintain the collection system and treatment facilities. Based on the Town's method for establishing usage in the current budget, the estimated use is 230 gallons per day, which is equal to 20,930 gallons per quarter, or 83,720 gallons per year. Based on the above estimated use and treatment rates, the RMSD is estimated to have an annual cost of treatment equal to \$565 per unit.

7.0 TOTAL COST TO TYPICAL USER

The total yearly cost for a typical user (which is a single family residence) is equal to the yearly assessment cost per benefit unit plus cost of treatment. The yearly assessment cost per benefit unit is calculated to be \$259. In Section 6.1, the cost of treatment for the typical user is calculated to be \$565. Therefore, it is estimated that the total yearly cost for a typical user in the RMSD will be approximately \$824 for sewer connection and usage.

**Exhibit 1:
Proposed Rolling Meadows Sewer District Map**



SERVICE AREAS

- TITUSVILLE SEWER DISTRICT
- ROLLING MEADOWS SUBDIVISION

FIGURE #1



CLARK PATTERSON LEE
 DESIGN PROFESSIONALS
 103 EXECUTIVE DRIVE
 NEW WINDSOR, NEW YORK 12553
 TEL (845) 567-6700
 FAX (845) 567-9614
 www.clarkpatterson.com

DATE: 12/18/14
 DRAWN: JWS
 CHECKED: GWB
 SCALE: 1"=3,000'
 PROJ. #: 11278.19

WASTEWATER SERVICE EXTENSION

TITUSVILLE TO ROLLING MEADOWS

TOWN OF LAGRANGE, NEW YORK

**Exhibit 2:
Rolling Meadows Supplemental Sewer Agreement**

SUPPLEMENTAL SEWER AGREEMENT

AGREEMENT made this ____ day of _____, 2015, between ABD Dutchess, LLC, a domestic corporation whose address is 2 Heritage Crossing, Circleville, New York, 10919 ("Developer", or sometimes "Owner") and the Town of LaGrange, a municipal corporation with offices at 120 Stringham Road, LaGrangeville, New York, 12540 ("Town").

WHEREAS, the Developer is the owner of a parcel(s) of unimproved real property formerly known as the Sheer Farm located at or near Route 55, Mandalay Drive, and Saxon Drive in the Town of LaGrange, County of Dutchess and State of New York, more particularly described as consisting of 170.7 acres assigned Town of LaGrange real property tax parcel number 6361-04-778118 (the "Property"); and

WHEREAS, on September 18, 2014, the Developer obtained a conditional final subdivision re-approval of the Property by the Town's Planning Board for a single-family residential subdivision in one phase known as the "Rolling Meadows Subdivision" (hereinafter the "Project") consisting of 130 approved lots together with related public infrastructure; and

WHEREAS, Developer has pursued amendment by the Planning Board of the Project's subdivision approval in one phase in

order to develop the Project in phases, but has suspended pursuit of that process due to market conditions; and

WHEREAS, the Project, as approved, is to be served by municipal collection and treatment of septic waste; and

WHEREAS, in furtherance of subdivision approval of the Property, and on October 31, 2000, the Developer entered into an agreement with the Town to induce the Town to improve its public wastewater collection and treatment facilities in order to make such facilities available to the Property in a capacity sufficient to provide service to 130 clustered single-family homes (hereinafter "Sewer Agreement"); and

WHEREAS, the Sewer Agreement authorized the Town to effect the establishment, improvement or extension of such sewer improvement district or districts, or such sewer improvement area, as would include the Property, and would provide the Property with a benefit of municipal sewage collection capable of meeting an ultimate Project demand of 130 clustered single-family homes, and the Agreement further provided that the Developer would take no acts which interfered with the establishment, improvement, or extension of sewer districts or a sewer improvement area as may be necessary to provide the Property with such public wastewater service; and

WHEREAS, a copy of the Sewer Agreement is annexed hereto as an Appendix "A"; and

WHEREAS, the Town's performance of the terms and conditions of the Sewer Agreement was expressly contingent upon all local, state or federal approvals required by the Town to establish, to improve or to extend the sewer districts or improvement area necessary to include and provide service to the Property; and

WHEREAS, the conditional final subdivision approvals or re-approvals of the Project by Planning Board are conditioned, among other things, upon Developer's adherence to and performance of the terms and conditions of the Sewer Agreement; and

WHEREAS, the Town LaGrange has heretofore, by local law enacted in 2009, amended Section 203-32 of the Town Code, to establish standards and requirements for the Planning Board, as well as the Town Board, to consider in connection with applications for phased approvals of subdivisions; and

WHEREAS, said local legislative standards and requirements apply to the pending application by the Project to amend the conditional final subdivision approval to accommodate development of the subdivision in phases; and

WHEREAS, Section 203-32 of the Town Code provides that the Planning Board shall condition the approval of a subdivision in phases upon the Project Sponsor's consent and cooperation in establishing improvement districts or improvement areas with

boundaries co-terminus to the overall boundaries of the subdivision; and

WHEREAS, 203-32 of the Town Code provides that approval of filing of a subdivision in phases shall be conditioned upon the project sponsor's consent to application of relevant benefit assessment or ad valorem formulas of an improvement district to each lot laid out on the overall approved subdivision plan, as distinct from treating lots shown on an unfiled phased plat as undivided land; and

WHEREAS, the Town proposes to establish a Rolling Meadows Sewer District covering the lands of the Project for the purpose of providing public wastewater service to the Project and capitalizing a portion of the completion of municipal wastewater treatment facilities having a capacity of One Million (1M GPD) gallons per day average daily flow; and

WHEREAS, the Town maintains the Titusville Sewer District which currently provides a source of municipal sewer service of 500,000 gallons per day of treatment capacity; and

WHEREAS, the Town is currently gathering information and technical material to assess the terms for establishment of one or more sewer districts, district extensions or improvement areas, as well as to assess the appropriate terms for contracts between the existing Titusville Sewer District and future proposed entities, for the shared use and expansion of the

existing sewer collection and treatment facilities of the Titusville Sewer District for the benefit of being able to continue to provide service to properties within the Titusville Sewer District and properties outside of the Titusville Sewer District; and

WHEREAS, the purpose of this Supplemental Sewer Agreement is to fix terms for the Owner's participation in the Town's establishment of a Rolling Meadows Sewer District, which entity will be established to (a) make wastewater treatment capacity of 48,750 gpd, average daily flow, available to the Project from the current facilities of the Titusville Sewer District and (b) contribute to the Town's future establishment of a 1M gpd treatment capacity at the site of the Titusville Sewer District's WWTP by capitalizing a share in the future when needed, and in an amount as defined; and

NOW, THEREFORE, for good and valuable consideration, the receipt or existence of which is hereby acknowledged, the parties agree as follows:

1. The Town shall have the right, in its sole discretion, to include the Property and Project within the boundaries of a Rolling Meadows Sewer District substantially consistent with the terms of a Map, Plan and Report annexed hereto as an Appendix "B". At the time of this Supplemental Sewer Agreement,

Developer will execute an irrevocable petition for the inclusion of the Property within such Rolling Meadows Sewer District in the form annexed as Exhibit "C" in order to allow the Town to proceed with establishment of the sewer district pursuant to Article 12 of the Town Law. By deposit into the review escrow account of the Town for the Rolling Meadows Subdivision, Developer will defray the soft costs for proceedings and approvals for establishment of the Rolling Meadows Sewer District. Developer will not take any action to oppose the Town Board's actions to establish, or to obtain other agency approvals related to, the establishment of the Rolling Meadows Sewer District by petition pursuant to Article 12 of the Town Law.

2. Upon the establishment of the Rolling Meadows Sewer District, and the expiration of any time within which to challenge its establishment, the Town will make available municipal sewage collection and treatment service to the Property and Project by way of the existing wastewater treatment plant and collection facilities of the Titusville Sewer District in accordance with the terms and conditions stated in the Map, Plan and Report.

3. The maximum average daily wastewater generation of the Property entitled to service shall not exceed 48,750 gallons per day, average daily flow.

4. Developer shall design and construct an on-site sewage collection system for the Project including, but not limited to, all mains, lines, valves, equipment, accessories and appurtenances necessary to collect and to transmit sewage water from the Project to the central sewer improvements which the Town will endeavor to establish or to improve at or near the boundaries of the Property. The Developer shall have the obligation to construct the off-site fixtures necessary to connect the Project to the collection facilities of the Titusville Sewer District. All such facilities addressed in this paragraph shall be dedicated at no cost to the Town if and when the Town requires dedication.

5. The method and manner of connection, and the point of connection, to any existing sewer collection facilities of the Titusville Sewer District or the Town shall be subject to the advance approval of the Town or its Public Works Administrator where such function is delegated to that office by the Town. The connection to any existing sewer collection facilities is further subject to all local laws and regulations of the Town concerning the disturbance of its municipal streets or highways. Connection shall be without cost the Town or any of its sewer districts.

6. Developer'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.

7. Owner enters into this Agreement with the disclosed understanding and acknowledgement that (a) the Town and/or the District are currently pursuing the increase of the existing wastewater collection facilities of the District or of the Town to bring capacity from 0.5M GPD up to the 1.0M GPD, and (b) in consideration of the rights of use of the existing capacity of the Titusville Sewer District, and through the device of establishment of the Rolling Meadows Sewer District, the Owner is committing to establishment of the Rolling Meadow Sewer District to contribute to the Town's establishment of a 1M gpd treatment capacity at the site of the Titusville Sewer District's WWTP by capitalizing a share of such improvements in the future when needed, and in an amount defined in the Map, Plan and Report.

8. The Town, in the exercise of its exclusive discretion, shall be entitled through the administration of the Rolling Meadows subdivision to determine when that entity shall issue public debt in the sum identified in the Map, Plan and Report and for the public purpose therein identified.

9. All terms of this Agreement are binding upon the heirs, successors and assigns of Developer, including but not

limited to all purchasers of individual lots of the Project, 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.

10. 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
 LaGrangeville, NY 12540

If to Owner: ABD Dutchess, LLC
 2 Heritage Crossing
 Circleville, NY 10919

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.

TOWN OF LAGRANGE

ABD DUTCHESS, LLC

By: _____
ALAN BELL, Supervisor

By: _____
DAN GUERON, Member

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

On _____, 2015, before me, the undersigned, a notary public in and for said state, personally appeared ALAN BELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature 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 _____ } ss.:

On _____, 2015, before me, the undersigned, a notary public in and for said state, personally appeared DAN GUERON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Appendix "A"
Sewer Agreement

AGREEMENT

AGREEMENT made this 31 day of October, 2000, between ABD Dutchess, LLC, a domestic corporation whose address is 2 Heritage Crossing, Circleville, New York, 10919 (the "Developer") and the Town of LaGrange, a municipal corporation with offices at 120 Stringham Road, LaGrangeville, New York, 12540 (the "Town").

WHEREAS, the Developer is the owner of a parcel of unimproved real property generally known as the Sheer Farm located at or near Route 55, Mandalay Drive, and Saxon Drive in the Town of LaGrange, New York, and more particularly described within Exhibit "A" annexed hereto (hereinafter the "Property"); and

WHEREAS, the Developer intends to seek and to obtain all necessary governmental approvals to develop the property as a residential subdivision to be known as the "Rolling Meadows Subdivision" (hereinafter the "Project"), consisting of as many as the currently proposed 130 lots; and

WHEREAS, the Developer desires for the Project to be served by a central municipal system for the collection and treatment of septic waste; and

WHEREAS, portions of the Town within a reasonable geographic vicinity to the Property are currently provided with central municipal sewer service by the Town's Titusville Sewer District, and the Titusville Sewer District is currently working on a

facilities improvement plan in conjunction with the New York State Department of Environmental Conservation which may expand the capacity of the District, in conjunction with the formation of other sewer improvement districts or a sewer improvement area, to an extent which will allow for the servicing of the Project; and

WHEREAS, the purpose of this Agreement is to provide the Town with inducement to exercise best efforts to establish, to improve, or to extend central municipal sewage collection and treatment facilities to the Property; and

WHEREAS, the availability of centralized municipal sewage facilities for the Project is anticipated to eliminate or to mitigate potential adverse environmental impacts of the Project upon the environment and, consequently, to reduce the Developer's need for potentially costly environmental investigation and scrutiny of the Project in areas related to handling of septic waste; and

WHEREAS, the Town's efforts to provide central sewer to the Project, if realized under the terms of this Agreement, will correspondingly defray the capital costs and/or reduce the debt service to be carried by Town residents of the sewer improvement districts or sewer improvement area which may be established, improved, or extended.

NOW, THEREFORE, for good and valuable consideration, the receipt or existence of which is hereby acknowledged, the parties agree as follows:

1. ESTABLISHMENT OF SEWER IMPROVEMENTS. The Town shall employ best efforts to effect the establishment, improvement or extension of such sewer improvement district or districts, or such sewer improvement area, as will include the Property and provide the Property with the benefit of centralized municipal sewage collection facilities of a size and configuration which will meet the ultimate demand of the Project up to the Project's proposed unit count of 130 clustered single family homes. The Developer shall take no acts which interfere with the establishment, improvement, or extension of sewer districts or a sewer improvement area as may be necessary to provide the Property with central municipal sewer service for purposes of serving the Project, and the Developer shall sign any and all necessary petition(s) serving that end, and at the same time waives and releases rights to petition for permissive referendum or to institute legal challenge directed to such establishment, improvement or extension exercises.

2. RESERVATION OF CAPACITY. In exchange for the

consideration described in paragraph "3" below, the Developer shall have the right to a reserved capacity sufficient to provide central municipal sewer service to all of the single-family homes generated by the Project as it may be approved by all relevant governmental authorities, including the Planning Board of the Town of LaGrange.

3. CONSIDERATION. As consideration for (a) the Town's obligation to use best efforts as aforesaid, (b) the Town's reservation of capacity in the future to be able to meet those needs of the Developer, and (c) the Developer's potentially being relieved of expenses reasonably associated with the investigation, planning, governmental approval, and construction of on-site sewage waste disposal facilities for the Project, the Developer shall pay to the Town on behalf of, or directly to, any appropriate sewer district or sewer improvement area designated later by the Town, the sum of Six Thousand Dollars (\$6,000.00) for each buildable lot which may be approved by the Town of LaGrange Planning Board in the context of subdivision review of the Project. Payments shall be due no earlier than the date of issuance of a resolution of preliminary subdivision approval for the Project by the LaGrange Planning Board, and no later than the making available of useable central municipal sewage collection and treatment capacity to the Property. Partial payments shall

be due in the event partial, but not full reserved capacity, is made available to the Property, consistent with a formula that each 400 gallons per day of capacity made available shall trigger one \$6,000 payment.

4. DEVELOPER'S DISTRIBUTION SYSTEM. In order to make use of the municipal sewage improvements contemplated herein, the Developer shall design and construct an on-site sewage collection system for the Project including, but not limited to, all mains, lines, valves, equipment, accessories and appurtenances necessary to collect and to transmit sewage water from the Project to the central sewer improvements which the Town will endeavor to establish or to improve at the boundaries of the Property. The Developer shall have the obligation to construct the off-site fixtures necessary to connect the Project to the collection facilities of a sewer district or sewer improvement.

5. SECURING THE DEVELOPER'S PERFORMANCE.

(A) In the event of need to take steps, by litigation or otherwise, to collect the payment identified within paragraph "3(b)" hereinabove, the Town shall be entitled to recover its actual and reasonable attorney's fees,

(B) The Developers's application to the LaGrange

Planning Board for subdivision approval for the Project, and any subsequent applications by grantees, successors, or assigns of the Developer to develop the Property by subdivision or otherwise, shall be deemed to incorporate this Agreement by reference, and the Developer consents that any granting of preliminary or final subdivision or other development approval by the LaGrange Planning Board shall be expressly conditioned upon the Developer's, and its grantees, successor's or assign's, performance of the payment obligations to the Town hereunder.

(C) The Developer's payment obligation, and the obligation to defray the Town's attorney's fees per subparagraph "a" hereinabove, shall be guaranteed personally by Dan V. Gueron, 330 West 58th Street, Suite 505, New York, New York, 10019, who has signed this Agreement for the purpose of memorializing this obligation of guarantee.

6. DEVELOPER'S OBLIGATION SHALL SURVIVE TRANSFER OF TITLE. This Agreement 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.

7. CONTINGENCIES. The Town's performance of the terms of

this Agreement is contingent upon all local, state or federal approvals required by the Town to establish, to improve or to extend the sewer districts or improvement area necessary to include and to provide service to the Property.

8. 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 agrees that it 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 user or prospective user of the sewage collection system area within Buyer's service area or otherwise, third-person or entities shall have any rights hereunder as a third-party beneficiary, or otherwise.

(g) The parties agree and 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 Seller's invoices and the Buyer's remittances, shall be deemed to have been delivered upon receipt or refusal of delivery to the following addresses:

If to Town: Supervisor
Town of LaGrange
120 Stringham Road
LaGrangeville, NY 12540

With a copy to: Van DeWater & Van DeWater, LLP
P. O. Box 112
Poughkeepsie, NY 12602

The Chazen Companies
P. O. Box 3479
Poughkeepsie, NY 12602

If to Developer: ABD Dutchess, LLC
~~2 Heritage Crossing~~ 1001 FOREST GLEN
~~Circleville, NY 10919~~ NEW WINDSOR NY 12552

With a copy to: McCabe & Mack, LLP
P. O. Box 509
Poughkeepsie, NY 12602-0509

Either party may change the address to which notice is to be sent by like notice. 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 the petitioner. If any provision, clause or part of this Agreement or the application thereof under

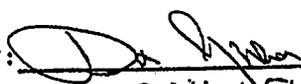
certain circumstances, is held invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

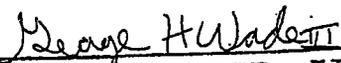
(j) The failure of the Town or the petitioner to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights or benefits granted hereunder or the future performance of any such term, covenant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

9. WARRANTIES AND REPRESENTATIONS. The Town has made no warranties or representations to the Developer concerning the Project, its review by the Planning Board, or the approvals that may be anticipated by agencies of the Town. It is not a condition of this Agreement that the LaGrange Planning Board approves the number of subdivision lot applied for by the Developer.

ABD DUTCHESS, LLC

TOWN OF LAGRANGE

By: 
Print Name: DAN GUERON
Print Title: PRESIDENT

By: 
GEORGE H. WADE, III
SUPERVISOR

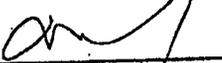

DAN V. GUERON

K:\WPDOCS\LaGrange (0070)\Manchester Water District (450)\Rolling Meadows aka Sheer Farm\09.19.00 Revised Agreement - Sewer.wpd

ACKNOWLEDGMENTS

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

On the 11 day of OCTOBER, 2000, before me, the undersigned, a notary public in and for said state, personally appeared GEORGE H. WADE, III, 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.

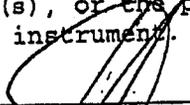


NOTARY PUBLIC

RONALD C. BLASS, JR.
Notary Public, State of New York
No. 4954821
Qualified in Dutchess County
Commission Expires August 21, 2001

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

On the 31 day of OCTOBER, 2000, before me, the undersigned, a notary public in and for said state, personally appeared DAN GUERON, 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

HAROLD L. MANGOLD
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires March 30, 2002

**Exhibit 3:
Draft Agreement Between the Proposed
Rolling Meadows Sewer District and
the Titusville Sewer District**

AGREEMENT

AGREEMENT made this ____ day of _____, 2014 by and between (a) Town of LaGrange ("Town") and its Titusville Sewer District ("TSD") and (b) the Town and the Rolling Meadows Sewer District ("RMSD"), all of which parties maintain offices at LaGrange Town Hall, 120 Stringham Road, LaGrangeville, New York, 12540.

WHEREAS, TSD has been in the process of the construction of the sewage collection and treatment infrastructure capable of providing sewer service to the RMSD which was established in reliance upon the service by facilities of the TSD; and

WHEREAS, the Town Board, on behalf of TSB and RMSD, has determined that TSD should provide such sewer service to OPSD pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, the respective parties agree as follows:

1. Subject to the terms and conditions herein set forth, TSD shall provide wastewater collection and treatment service to RMSD. As between TSD and RMSD, the latter shall be responsible for capital construction of any collection system improvements serving RMSD. TSD shall provide RMSD with maintenance, repair and billing services, and RMSD shall accept such municipal wastewater and ancillary services from TSD.
2. TSD shall be responsible for fulfilling all monitoring and reporting requirements and the maintenance and repair of the RMSD system, but the cost of any necessary capital improvements to the RMSD infrastructure shall be borne solely by RMSD.

8. This constitutes the full and complete agreement between the parties, and this Agreement may not be modified except in writing signed by all parties hereto.

**Town of LaGrange,
Titusville Sewer District, and
Overlook Place Sewer District**

By: _____
Alan Bell, Supervisor

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

On May __, 2014, before me the undersigned, personally appeared **ALAN BELL**, 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

**Exhibit 4:
Rolling Meadows Sewer District
Engineer's Opinion of Probable Maximum Cost**

Town of LaGrange
Rolling Meadows Sewer District
Engineer's Opinion of Probable Maximum Cost

Description		Benefit Units	Percent	Debt
Rolling Meadows				
Contractual Capitalization of Enlargement of Wastewater Treatment Facilities		130		\$ 581,489
Total Opinion of Probable Cost				\$ 581,489
Maximum Amount to be Bonded				\$ 581,489

Annual Cost (30 yr @ 4.0%)	\$ 33,628
Total Number of Benefit Units	130.00
Annual Payback of Capital Costs / Benefit Unit	\$ 258.67
Usage rate based DOH calculated use @230 gpd (\$49 per quarter plus \$4.41 per 1,000 gallons)	\$ 565
Annual Cost per typical unit	\$ 824

RESOLUTION

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

WHEREAS, ABD Dutchess, LLC and the Town of LaGrange wish to enter into a Supplemental Sewer Agreement (“SSA”) for the purpose of implementing certain provisions of an original Sewer Agreement between the parties, dated October 31, 2000; and

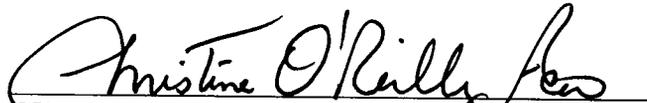
WHEREAS, the SSA is on file with the Town Clerk, and bears the signature of ABD Dutchess, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute the proposed SSA, or any other agreement having substantially the same or similar provisions.

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

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

DATED: LaGrangeville, New York
March 25, 2015


CHRISTINE O'REILLY-RAO, TOWN CLERK



Clark Patterson Lee
DESIGN PROFESSIONALS

March 23, 2015

Mr. Alan Bell, Supervisor
and Town of LaGrange Board
120 Stringham Road
LaGrangeville, New York 12540

**Re: Town of LaGrange
Titusville Sewer District
TV Inspection Services**

Dear Supervisor Bell and Members of the Town Board:

The Town of LaGrange received three (3) proposals bid for the TV Sewer Inspection Services for the Titusville Sewer District. The three total base bids were received in the amount of \$5,412.50, \$14,425.00 and \$17,292.00 were received from Fred A. Cook Jr. Inc., Arold Construction Co. Inc., and Residual Management Services, LLC, respectively.

Non-Collusive Bidding Certificate and acknowledgement of receipt of addendums were provided by Fred A. Cook, Jr., Inc.

Based on Clark Patterson Lee's (CPL) evaluation of the bids received, CPL recommends that the Town Board award the contract to Fred A. Cook Jr., Inc. in the amount of \$5,412.50.

If you have any questions, please contact me at 845-567-2011 ext. 2119.

Sincerely,

CLARK PATTERSON LEE

Greg W. Bolner, P.E.
Principal Associate

cc: Christine O'Reilly Rao, Town Clerk
Christine Toussaint, Town Comptroller
Wanda Livigni, Administrator of Public Works
Ronald C. Blass, Jr., Van DeWater and Van DeWater, Town Attorney

103 Executive Drive
Suite 202
New Windsor, NY 12553
clarkpatterson.com
800.274.9000 TEL
845.567.9614 FAX

**Town of LaGrange
Titusville Sewer District
Sanitary Sewer Pipe TV Inspection**

Item	Quantity	Units	Fred A. Cook Jr. Inc.		Arold Construction Co., Inc.		Residual Mgmt Services, LLC	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
Cleaning 6" & 8" Sewer	2590	LF	\$ 1.00	\$ 2,590.00	\$ 3.50	\$ 9,065.00	\$ 3.30	\$ 8,547.00
DVD recording of 8" sewer lines	1900	LF	\$ 1.00	\$ 1,900.00	\$ 2.00	\$ 3,800.00	\$ 3.30	\$ 6,270.00
DVD recording of 6" sewer line	60	LF	\$ 1.00	\$ 60.00	\$ 3.00	\$ 180.00	\$ 3.30	\$ 198.00
DVD recording of 8" sewer lines to locate manhole covered by asphalt.	690	LF	\$ 1.25	\$ 862.50	\$ 2.00	\$ 1,380.00	\$ 3.30	\$ 2,277.00
Total Base Bid				\$ 5,412.50		\$14,425.00		\$17,292.00
Alternate: Disposal of Waste removed during cleaning	1	LS	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00
Base Bid plus Alternate				\$ 6,012.50		\$14,625.00		\$17,692.00



TOWN OF LAGRANGE
120 Stringham Road
LaGrangeville, New York 12540-5507

Planning & Public Works
845-452-8562 ~ 845-452-7692 fax ~

MEMO

Stacy Olyha/Eam

TO: TOWN BOARD
FROM: STACY OLYHA, PLANNING BOARD CHAIRMAN
RE: FRANK FARM SUBDIVISION PHASES 4, 5. & 6
DATE: MARCH 24, 2015

Frank Farm Subdivision Phase 4, 5, & 6 is requesting a 4th re-approval of final subdivision approval previously granted on June 21, 2004. This project was granted re-approvals on November 21, 2006, May 19, 2009, and April 17, 2012.

Please provide any comments you may have regarding this matter so that the Planning Board can take action at the next meeting to be held on April 16, 2015.

Thank you.

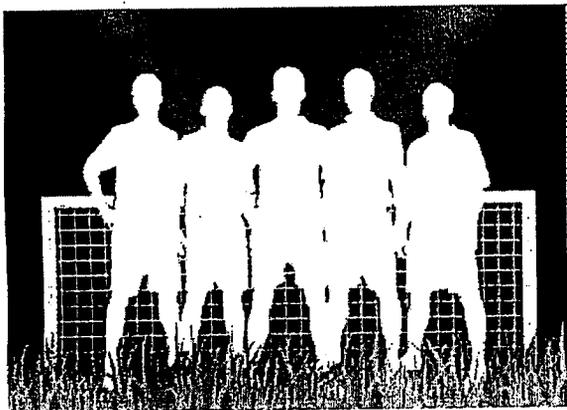
Adult Special Needs Soccer

The Town of LaGrange has a strong history of athletics for our special needs players. Years ago, the LaGrange Soccer Club founded the first special needs soccer program in the Hudson Valley. Today, the LaGrange community is committed to continuing this tradition.

- PROGRAM:** Adult Special Needs Soccer
- OBJECTIVE:** To provide additional exercise and group activity
- LOCATION:** Stringham Park, LaGrangeville
- TIME:** Saturday mornings, specific time TBA
- AGES:** 18 and up
- COACHES:** Trained in athletics for special needs players
- REQUIREMENT:** Each player must be accompanied by an adult-1:1 supervision
- UNIFORMS:** T-shirts and/or uniforms will be supplied.
Players must have own shin guards and sign medical release.

Please help spread the word. For more information, contact Jeff Feldman at 845-897-5199 or email jeffmf@optonline.net.

Thank you for supporting our athletes!



LaGrange Parks & Recreation
120 Stringham Road
LaGrangeville, NY 12540
845-452-1972
www.lagrangeny.org



PARKS & RECREATION

Changing Lives...Inspiring Play...Fostering Teamwork!



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Recreation Report to Town Board

March 25, 2015

Parks Maintenance Report:

- Have hired new foreman. Gerrett Uhle comes to us with 20 years experience in parks maintenance. He starts Monday, March 30th.
- Freedom Park still closed. At end stages of water line upgrade. Paving of the park is scheduled for third week in April.
- Concession renovation at LaGrange baseball park is coming along well.
- Seasonal staff will begin returning in next two weeks as snow melts and we shift attention to field prep.

Recreation Report:

- Community Day is set for June 20th. The committee is very busy with details. Sponsor ad deadline has been extended to April 3rd.
- Requests for proposals for Community Day fireworks vendor went out in December. After review, Young Explosives was selected and we were able to negotiate reduced fee.
- The recreation brochure is being moved to the fall with a new design coming out next January. Current information is available on the town website and on facebook.
- Summer staff interviews begin next month.
- Some new additions to fall programming will be an Army football group outing, charter bus trips and a Fall Festival.
- The Easter Egg Hunt is this Saturday at Stringham Park.
- Lake passes go on sale in the Recreation Office April 1st.
- Opening Day of Little League is April 18th.



PARKS & RECREATION

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TO: LAGRANGE TOWN BOARD
FROM: SANDY WASHBURN, DIRECTOR OF PARKS & RECREATION *S. Washburn*
DATE: MARCH 23, 2015
SUBJECT: ADDITIONAL LPI FUNDS REQUEST-LAGRANGE PARK CONCESSION

I am requesting that the Town Board approve additional funds to come from LPI monies to cover the costs of capital improvements at the LaGrange Baseball Park. The additional funds needed are the result of inspections by our Building Inspector and discussions with the Dept. of Health to bring the facility up to current building and sanitary code.

As the project progressed it became apparent that the existing ventilation system was not going to be adequate. Additionally, there was no fire protection system in place. Space layout and usage require the purchase and installation of a commercial hood and fire suppression system to be installed over fryers and stovetop. We are also required to install a grease trap to handle cooking waste properly.

After researching and receiving quotes for these expenses, the additional funds needed to cover the expenses total approximately [REDACTED] I am asking the board to kindly approve these funds thus allowing work to proceed in a timely manner meeting our April 18th deadline.

As always, I am available for any questions you may have.



PARKS & RECREATION

Town of LaGrange Parks & Recreation Department

120 Stringham Road

LaGrangeville, NY 12540

845-452-1972 www.lagrangeny.org

Changing Lives...Inspiring Play...Fostering Teamwork!

TO: LAGRANGE TOWN BOARD
FROM: SANDY WASHBURN, DIRECTOR OF PARKS & RECREATION *S. Washburn*
DATE: MARCH 23, 2015
SUBJECT: APPROVAL OF WAGE SCALE FOR 2015 SUMMER/SEASONAL STAFF

Attached please find the proposed pay scale for summer and seasonal staff. All positions have been updated and/or added to previously approved scale.

Thank you for your support of our parks and program needs. I am available for any questions you may have.



Town of LaGrange Parks & Recreation Department
 120 Stringham Road
 LaGrangeville, NY 12540
 845-452-1972 www.lagrangeny.org

PARKS & RECREATION

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Wage scale for Summer/Seasonal Parks & Recreation Staff

	<u>2014</u>	<u>2015</u>
Lifeguards	8.75 -16.00	8.75 -16.00
Lifeguard Instructor Full Class	1,000.00	1,000.00
Lifeguard Instructor Recert Class	450.00	450.00
Lifeguard Asst. Instructor	500.00	500.00
In-Service Waterfront Trainer (hourly)	17.25	17.25
Red Cross Swim Lesson Instructors	2,900.00	5,500.00
Head Swim Team Coach	2,010.00	2,010.00
Asst. Swim Team Coaches	990.00 each	990.00 each
Swim Team Administrator	0.00	225.00
Red Cross Liaison	260.00	275.00
Concession/Gate Manager	11.00 - 18.00	11.00 - 18.00
Concession/Gate Asst. Manager	8.50-12.00	8.50-12.00
Concession Workers	8.00 - 12.00	8.00 - 12.00
Maintenance (seasonal)	8.00 - 16.00	8.00 - 16.00
Day Camp Director	7,500.00	7,500.00
Day Camp Asst. Directors	12.50-19.00	12.50-19.00
Day Camp Aquatics Supervisor	3,275.00	3,275.00
Day Camp Counselors	8.00 - 14.00	8.00 - 14.00
Basketball Camp Instructors	3,000.00	3,000.00
Tennis Instructor	1,800.00	1,800.00

Additional pay with respective qualifications:

A.R.C. Responding to Emergencies (2 camp staff)	5.00	5.00
A.R.C. Community First Aid (4 camp/lake staff)	1.75	1.75
A.R.C. Lifeguard Training Instructor (2 lake staff)	4.00-6.00	4.00-6.00
Water Front Director (1 lake staff)	6.00-10.00	6.00-10.00
Assistant W.F.D. (2 lake staff)	3.00-4.50	3.00-4.50
Water Safety Instructor (6 lesson staff)	2.50	2.50
First Aid/In Service Training (8 staff)	.75-1.00	.75-1.00

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

To: Alan Bell, Supervisor
Town Board

From: Ken McLaughlin, Building Inspector

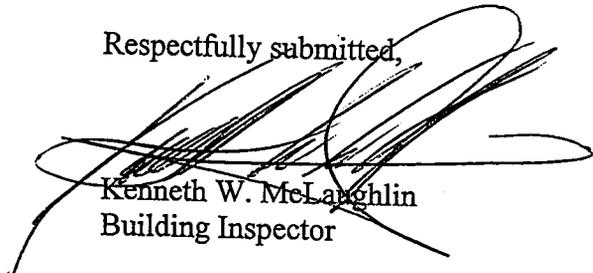
Date: March 18, 2015

Re: Temporary Sign Permit – Request for Waiver of Fee
Overlook/Titusville PTA

We have received an application from the Overlook/Titusville PTA for a temporary sign to be displayed at the Exxon Gas Station on Titusville Road/Route 55. The sign is proposed to be displayed from May 1, 2015 to May 25, 2015.

Ms. Chamberlain of the Overlook/Titusville PTA is requesting that the \$75.00 fee plus \$75.00 deposit be waived because they are a nonprofit organization.

Respectfully submitted,



Kenneth W. McLaughlin
Building Inspector

KWM/sq

**PROCLAMATION DECLARING MAY 2015 AS
"MENTAL HEALTH AWARENESS MONTH"**

WHEREAS, mental health is essential to the well being and the vitality of our families, businesses, and communities; and

WHEREAS, mental health conditions are real and prevalent in our nation with 1 out of 4 Americans and 1 out of 5 children affected by mental illness.

WHEREAS, more people die from suicide in the United States than from traffic accidents and an estimated 22 veterans die from suicide each day.

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

WHEREAS, with effective treatment those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, education, compassion, and awareness about mental illness can change negative attitudes and behaviors toward people with mental illness.

WHEREAS, each business, school, government agency, law enforcement agency, healthcare provider, organization and citizen shares the responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, the Town of LaGrange do hereby proclaim the month of May 2015, as **MENTAL HEALTH AWARENESS MONTH**.

As the Supervisor, I also call upon all LaGrange citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination and promoting appropriate and accessible services for all individuals.