

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

**TOWN BOARD MEETING
May 27, 2015**

Present: Supervisor Alan Bell
Councilman Edward Jessup
Councilman Gary Polhemus

Absent: Councilman Joseph Luna
Councilman Andrew P. Dyal

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

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

The regular meeting of the Town Board was held on Wednesday, May 27, 2015, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Mr. Bell asked for a motion to accept the minutes for May 13, 2015. Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Correspondence

The Supervisor is in receipt of correspondence from the County regarding an agreement for maintenance of the Rail Trail. The County will be taking over all maintenance responsibilities for the section of trail within the Town's boundaries, effective immediately. A discussion followed.

Changes to Cablevision channels and other related information will be in the Clerk's office for one week.

Linda Mc Phee of the CAC has tendered her resignation. Councilman Jessup moved to accept the resignation with regrets, seconded by Councilman Polhemus. The motion carried unanimously.

Agenda

Councilman Polhemus moved to accept the Annual Stormwater Management Program Report, seconded by Councilman Jessup. The motion carried unanimously. The full report is on file in the Clerk's office as well as the Town website.

Supervisor Bell stated the he and the Comptroller have worked on a Fund Balance Policy which reflects the General Fund balance; it does not include Special Districts or Highway. Councilman Polhemus asked what the percentage currently is in the fund balance. Mr. Bell replied that it was about 42%. He added that, going forward, the Board would consider using anything over 40% to pay off debt or to avoid going out to bond for purchases. A discussion followed.

Councilman Jessup moved to accept the Fund Balance Policy, seconded by Councilman Polhemus. The motion carried unanimously. (SEE ADDEDNDUM)

Mr. Bell asked the Town Board to consider a Water Agreement with Arlington Central School District which would serve Noxon Road Elementary School. A discussion followed. Councilman Polhemus moved to authorize the agreement contingent upon payment of outstanding soft costs associated with drawing up the agreement. Councilman Jessup seconded the motion and it carried unanimously. Mr. Blass estimated that the outstanding amount was about \$3,500.

Ms. Livigni asked the Board to consider field changes and invoicing on the Titusville - Noxon Sewer Cleaning & Inspection. (SEE ADDENDUM)
Councilman Jessup moved to increase the expenditure of the project from \$5,412.50 to \$6,087.73. Councilman Polhemus seconded the motion and it carried unanimously.

Committee Reports

Water and Sewer

No report

Recreation

Mr. Polhemus stated that he toured Freedom Park and everything looked fantastic. The paving was excellent and the sidewalks were edged with stones. The lake will need additional work in future.

Open Space

Mr. Jessup stated the Board will need to walk the Menken property.

Highway

Mr. Polhemus stated the department received delivery of a truck which had been ordered last year.

Business Economic Development

Mr. Jessup stated they are ordering business cards.

Town Attorney

Mr. Blass stated that a Motion to Dismiss has been filed for the Landstein case.

Administrator of Planning and Public Works

Ms. Livigni explained that Hudson River Housing, which has 17 single bed units, is interested in hooking into Town sewer. They do not have a failing septic, but are currently producing 17,550 gallons of waste per day, which is a substantial amount of flow. Mr. Blass expressed his opinion that there should be capitalization to construct additional capacity for the Manchester facility for future expansion rather than a simple Out of District Agreement. A discussion followed.

Ms. Livigni asked the Board to establish an escrow in the amount of \$1,000 in order to determine under what terms Hudson River Housing would hook into the system.

Councilman Jessup, seconded by Councilman Polhemus moved to establish the escrow. The motion carried unanimously

Ms. Livigni stated that a property owner on Reserve Way has violated a drainage district easement. She has issued a Stop Work Order after finding random excavating with a back hoe and the presence of five goats on the property. This is not the first time this property owner has cleared an area protected by a drainage easement. She added that Clark Patterson Lee will need to do a survey and then monument markers will be installed. There is money in the drainage district to cover the cost.

Taste of New York which is located on the Taconic State Parkway has requested to hook into Town water. The hook up would necessitate an Out of Area Agreement since the building is located in a Water Improvement Area. A discussion followed.

Ms. Livigni asked for the Board to establish an escrow in the amount \$1,000 to begin the process. Councilman Jessup, seconded by Councilman Polhemus moved to establish the escrow in the amount of \$1,000.

Public Comment

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

There were no comments.

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

Supervisor Bell asked for a motion to go into Executive Session to discuss potential disciplinary action of employees in Parks & Recreation and hiring an employee.

Councilman Jessup moved to do so at 7:55 pm, seconded by Councilman Polhemus. The motion carried unanimously.

Supervisor Bell, seconded by Councilman Polhemus moved to adjourn the meeting at 9:01 pm. The motion was carried by all.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Fund Balance Policy
- Resolution: Water Agreement
- Water Agreement: Arlington Central School District
- Memo: Titusville – Noxon Sewer Cleaning & Inspection

Town of LaGrange Fund Balance Policy

A. Purpose:

For increased financial stability, the Town of LaGrange ("Town") desires to manage its financial resources by establishing a fund balance policy for the General Fund. The purpose of this policy is to ensure that the Town maintains a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls, unexpected one-time expenditures, emergencies or disasters. This policy is also adopted in order to promote compliance with GASB Statement 54.

B. Background:

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, *Fund Balance Reporting and Governmental Fund Type Definitions* in February 2009. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. In addition, Statement 54 updates the definitions of governmental fund types, with the most significant changes related to special revenue funds. These changes were made to bring greater clarity and consistency to fund balance reporting, resulting in an improvement in the usefulness of fund balance information. The requirements of Statement 54 went into effect for financial statements for periods ending June 30, 2011.

In April 2011 the Office of the State Comptroller (OSC) issued updated guidance on Fund Balance Reporting and Government Fund Type Definitions.¹ The guidance addressed how the changes in GASB 54 were implemented in the Annual Update Document and the effects on local government reporting.

Chapter 528 of the Laws of 2000 gives local governments the authority to carry over a "reasonable amount" of unappropriated unreserved fund balance from one year to the next.² This Policy establishes the percentage that the Town of LaGrange considers the "reasonable amount" for each class of fund and redefines the terminology set forth in Chapter 528 to be in compliance with GASB 54.

¹ <http://www.osc.state.ny.us/localgov/pubs/releases/gasb54.pdf>

² See OSC accounting bulletin, *Budgeting and Fund Balance Legislation*, from July 2001 at www.osc.state.ny.us/localgov/pubs/releases/budfund.htm.

C. Definitions:³

1. Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.
2. Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.
3. Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.
4. Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (Town Board). The Town Board must take formal action before the end of the fiscal year to add or remove a constraint.
5. Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level decision making authority (Town Board), or by the Board's designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund. In funds other than the general fund, assigned fund balance will be the residual amount of fund balance.
6. Unassigned (Unrestricted) – This consists of all balances remaining after considering the other four categories for the general fund and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the general fund, the unassigned classification should only be used to report a deficit balance.

D. Classifications:

1. Non-spendable
 - prepaid insurance
 - inventory

³ GASB 54 paragraphs 5-17

2. Restricted (Reserves)

- Capital Reserves
- Tax Stabilization Reserves
- Debt Reserves
- Repair Reserves
- Insurance Reserve
- and other reserves allowed by State statutes.

3. Committed (Unrestricted)

- OSC believes that in most cases, local governments will not have committed fund balance to report primarily due to the fact that reserves are allowed by State statutes.

4. Assigned (Unrestricted)

- OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.
- Encumbrances will typically be considered an assignment of fund balance.

5. Unassigned (Unrestricted)

- All other unassigned fund balances.

E. Policy:

1. Reserves

- a. The Town shall strive to maintain a level of reserves to guard its residents against a service disruption because reserves are essential to dealing with unforeseen emergencies or changes in condition.
- b. Funding of reserves can come from surplus funds (excess of revenues over expenditures or one-time revenues) or other sources as designated by the Town Board.
- c. All expenditures from or uses of reserve will require prior Town Board approval by adoption of Use of Reserve Resolution.
- c. Reserves shall only be used for the purpose in which they are intended.

2. Unassigned (Unrestricted) Fund Balance

- a. The unrestricted unassigned fund balance range for the General Fund shall be not less than 25.00% and not more than 40.00% of the total adopted budgeted expenditures of the General Fund.

b. The Comptroller shall annually calculate and verify the Town Board's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the unrestricted unassigned fund balance of the Town's General Fund for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the Town's General Fund.

c. The Town Supervisor shall report annually to the Town Board the results of the calculation and make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.

d. **Surplus:** In the event the unrestricted unassigned fund balance of the Town's general fund exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the Town Board. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs, or other one-time costs including the establishment or increase in legitimate restrictions (reserves) of fund balance.

e. **Deficit:** In the event the unrestricted unassigned fund balance for the Town's general fund falls below the minimum requirement of 25% for any fiscal year, the Town Supervisor shall prepare and submit to the Town Board a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

3. Application of Funds

In instances where expenditures are incurred that will require the funding sources to be comprised of two or more types of fund balance categories, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned
4. Unassigned

F. Review:

This policy will be presented by the Town Supervisor annually for review and adoption by the Town Board.

**RESOLUTION BY THE LAGRANGE TOWN BOARD
AUTHORIZING A WATER AGREEMENT WITH ARLINGTON CENTRAL SCHOOL
DISTRICT**

Councilman Polhemus moved the following resolution which was seconded by Councilman Jessup;

WHEREAS, the Arlington Central School District desire to obtain public water supply and service for the property devoted to the Noxon Road Elementary School, located at 4 Old Noxon Road in the Town of LaGrange; and

WHEREAS, the purpose of the Water Agreement is to reserve for the Arlington Central School District public water supply from the facilities of the Town Center Water Improvement Area;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board does hereby authorize the Town Supervisor, Alan Bell to execute the attached Water Agreement contingent upon payment from the Arlington Central School District of outstanding soft costs associated with drawing up the agreement.

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

Dated: May 27, 2015


Christine O'Reilly-Rao
La Grange Town Clerk

WATER AGREEMENT

AGREEMENT made this ____ day of _____, 2015, between the Arlington Central School District, a municipal corporation with offices at 144 Todd Hill Road, Lagrangeville, New York, 12540 (the "ACSD") and the Town of LaGrange, a municipal corporation with offices at 120 Stringham Road, LaGrangeville, New York, 12540 for and on behalf of the Town Center Water Improvement Area (the "Town").

WHEREAS, ACSD is the owner of a parcel of improved real property devoted to the Noxon Road Elementary School located at 4 Old Noxon Road in the Town of LaGrange, New York, and more particularly described as LaGrange Tax Parcel 133400-6459-01-192976-0000 (hereinafter the "Property"); and

WHEREAS, the Town has established certain municipal water supply and distribution improvements known as the Town Center Water Improvement Area ("TCWIA") pursuant to the procedures set forth in Article 12-C of the Town Law; and

WHEREAS, the Property is situated outside of the service area of the Town Center Water Improvement Area; and

WHEREAS, the ACSD desires to obtain public water supply and service for the Property; and

WHEREAS, the purpose of this Agreement is (a) to reserve for the ACSD public water supply from the facilities of the TCWIA not to exceed the maximum of 6,945 GPD average daily flow, and (b) to allow the Town to establish a new discrete water improvement

district covering the Property in order to administer the obtaining and providing of public water supply and service to the ACSD from the TCWIA by agreement between the TCWIA and the water district pursuant to which, inter alia, the water district shall be charged by the TCWIA an 19.84 benefit unit share of the annual public debt service of the TCWIA and a volumetric water usage rate generally prevailing in the TCWIA; 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 employ good faith and best efforts to establish, on petition of the ACSD pursuant to Article 12 the Town Law, a discrete water district which will cover the Property and which will provide a municipal source of water supply by inter-municipal agreement with the Town Center Water Improvement Area in a volume not to exceed the amount of 6,945 GPD, average daily flow, and to obtain all relevant and necessary regulatory approvals pertaining to the establishment and improvement of such water district.

2. ACSD shall provide the Town with a petition for formation of the water district under Article 12 of the Town Law, in the form required by law, promptly after it has reviewed a map, plan and report prepared and presented to the ACSD for water district formation. All costs associated with establishment and

improvement of the water district shall be defrayed by the ACSD by advance deposits that will be held by the Town in a trust account for the purpose of paying the costs of the project ----it being the intention that neither the Town, the TCWIA nor the water district to be established shall need to pay for, or to incur public debt for, (a) soft costs of water district establishment, (b) the obtaining of any federal, state or local agency approvals, including but not limited to obtaining of a Water Supply Permit from the New York State Department of Environmental Conservation, or (c) the capital cost of making interconnecting water line improvements, related fixtures or acquisitions in real property to accommodate the construction of such improvements which shall be maintained by water district. The Town engineering consultant's opinion of the costs for these purposes is \$342,750, a copy of which opinion of costs is attached as Exhibit "A" to this Agreement. With the making of this Agreement, ACSD shall deposit with the Town the sum of \$40,000 for the costs associated with the creation of the map, plan and report, the petition, the design of the water connection, and the preparation of bid documents. Following the bid, upon the award of a contract for the construction of the water connection, the ACSD shall deposit the remainder of the \$342,750. The Town shall maintain these deposits in a trust account from which withdrawals shall be limited to the purpose of

covering the costs identified hereinabove. The ACSD shall be entitled to prompt refund of any surplus funds upon the completion of the improvements of the water district, the close out of any public improvement contracts, and the Town's obtaining of all permits required by law to operate the improvements or in the event the project is unable to proceed due to unforeseen circumstances.

3. The purpose of the water district will be to make, to operate and to maintain water supply and/or water conveyance improvements to be constructed at no cost to the Town, the TCWIA or the water district, and at full cost to the ACSD, to connect the Property to the existing facilities of the Town Center Water Improvement Area----all said improvements and estimated costs to be identified within the map, plan and report for establishment of the water district to be prepared and presented to the ACSD. The ACSD commits to make exclusive use of the water district to obtain and use potable water supply for the Property. The water district will manage all aspects of providing continuing potable public water supply to the Property in terms of quality and the quantities established by this Agreement, and the water district will develop and implement all emergency steps necessary to provide potable water to the Property in an emergency that renders the water supply of the TCWIA unpotable or unavailable. The water district shall obtain public water supply from the

TCWIA by inter-entity agreement. The agreement between the TCWIA and the water district shall provide that the water district shall be charged by the TCWIA (a) an 19.84 benefit unit share of the annual public debt service of the TCWIA for the making available of up to 6,945 GPD, average daily flow, of water supply, and (b) a volumetric water usage rate generally prevailing in the TCWIA.

4. In exchange for the consideration described in paragraph "5" below, and the full and complete performance of its obligation under this Agreement, the ACSD through the water district to be formed shall obtain a reserved capacity in the Town Center Water Improvement Area's source of supply in the amount not to exceed 6,945 GPD, average daily flow. In the event of a significant increase in school population or the expansion of the Noxon School, the ACSD may apply to the Town (TCWIA and water district) for increased reserve capacity that may be needed. The Town, TCWIA and water district shall employ good faith and best efforts to make such increased capacity available from, or established at, the sources of the TCWIA. The cost to the ACSD and the terms of providing increased reserve capacity would be agreed upon by the parties, if possible, and expressed through the execution of a written amendment to this Agreement. In the event such increased reserved capacity is not met by the Town, the TCWIA, or the water district, the ACSD, if it so

desires, shall be released from any obligation of exclusive use of public water supply of the water district so long as, and only if, it severs in a form acceptable to the Town all connection of the Property to that public water supply. The ACSD's discontinuance of use of public water supply under the circumstances allowed, and the pursuant to the conditions established, within this Paragraph shall not of itself result in dissolution of the water district. The obligations of the water district to contribute an 19.84 benefit unit share of the annual public debt service of the TCWIA shall continue until and unless the water district is dissolved pursuant to law. Permission for such dissolution shall not be unreasonably withheld by the Town.

The ACSD shall be responsible to the Town for all reasonable costs incurred by the Town, including but not limited to professional consulting fees, to pursue dissolution of the water district if possible.

5. CONSIDERATION. As consideration for the Town's reservation of capacity in the facilities of the TCWIA to the extent identified in this Agreement, the ACSD shall cover by advance deposit, as aforesaid, all costs associated with establishment and improvement of the water district ----it being the intention that neither the Town, the TCWIA nor the water district to be established shall need to pay for, or to incur public debt for, (a) soft costs of water district establishment,

(b) the obtaining of any federal, state or local agency approvals, including but not limited to obtaining of a Water Supply Permit from the New York State Department of Environmental Conservation, or (c) the capital cost of making interconnecting water line improvements, related fixtures or acquisitions in real property to accommodate the construction of such improvements which shall be maintained by water district, including but not limited to the costs of bidding, inspections, regulatory approvals for completed operations, and capital construction.

The Town will employ good faith and best efforts to stay within the initial estimated amount of \$342,750.00 to be expended to establish and improve the water district. However, when of necessity such costs exceed this estimate, which will be incorporated in the map, plan and report prepared by the Town for the establishment and improvement of the water district, ACSD shall exercise in good faith all best efforts to appropriate the additional funds necessary to timely complete the establishment and improvement of the water district in the manner identified in the map, plan and report.

In addition, with the making of this Agreement, the ACSD shall deposit with the TCWIA the sum of \$75,000 to be used exclusively by the TCWIA for the improvement and redevelopment of its sources of public water supply, specifically to establish a

fourth well to provide enough water for the needs of the existing TCWIA and the new water district. The money will be used to defray the actual cost of that exercise, such that if costs are less ACSD shall be entitled to a refund of deposited funds unexpended for that purpose by the TCWIA. The TCWIA will employ good faith and best efforts to stay within the \$75,000 budgeted for this purpose, however, if necessary the ACSD will cover reasonable costs in excess of that amount. The Town shall first proceed to completion, if possible, of these activities on behalf of the TCWIA to expand water supply yield before establishing and improving the water district.

6. EXECUTORY CLAUSE. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or official creates any legal obligation to request, appropriate or make available monies for the purpose of the contract. The current ACSD appropriation approved by referendum in Spring 2014 and available for this project is \$440,000 of which \$23,000 is for improvements and connections to be made on the Noxon School property owned by the ACSD. In the event that the ACSD does not make additional appropriations

necessary to carry out its obligation under this Agreement (a) the Town shall be relieved of any obligation to proceed to complete the water district improvements, (b) ACSD shall relinquish and forfeit to the Town any and all rights to public water supply from the Town and any rights to benefit from the improvements made, (c) the ACSD shall defend and indemnify the Town from any liens, claims or damages of third parties, such as contractors or others, resulting from the termination of the project for want of further appropriation by the ACSD.

7. CONSTRUCTION ON SCHOOL DISTRICT PROPERTY. An allowance of \$23,000 of the \$342,750 for the project will be used to provide a 2" HDPE service connection from the Noxon Elementary School property line to the ACSD's Noxon pump house. The specifications for this connection shall be in a separate section of the bid specifications for the project and shall be submitted to the New York State Education Department for approval because this portion of the construction will take place on School District property. All construction and safety requirements of the Commissioner of Education at 8 NYCRR 155 will be enforced during construction. The ACSD will provide the TCWIA with a temporary license or construction easement to enter the Noxon Elementary School property for construction.

8. CONTINGENCIES. The obligations of the Town and the ACSD under the terms of this Agreement are contingent upon the granting of all local, state or federal approvals required by the Town to provide water supply to the Project from the Town Center Water Improvement's source, and to establish and to improve the subject water district. However, despite the foregoing, funds provided by the ACSD and used by the Town in the incurring of costs of unsuccessful efforts to obtain all necessary regulatory approvals for these purposes shall not be refundable by the Town to the ACSD.

9. This agreement shall not be assignable. ACSD shall have no rights to resell water supply established hereunder to a third party or lands other than 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 aside from the Town acting on behalf of the TCWIA, 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.

(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 users or prospective users of water within the water service area of Buyer

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 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

If to ACSD: Superintendent of Schools
Arlington Central School District
144 Todd Hill Road
Lagrangeville, NY 12540

With a copy to: Shaw, Perelson, May & Lambert, LLP
115 Stevens Avenue
Valhalla, NY 10595

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 ACSD.

(j) The failure of the Town or the ACSD 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.

ASCD

TOWN OF LAGRANGE

By: _____

By: _____

Dr. Brendan Lyons,
Superintendent of Schools

Alan Bell, Supervisor

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TOWN OF LAGRANGE

120 Stringham Road
LaGrangeville, New York 12540-5507

Administrator of Planning & Public Works
845-452-8562 ~ 845-452 7692 fax ~ wlivigni@lagrangenyc.org

DATE: May 21, 2015

TO: Supervisor & Town Board

CC: Christine O'Reilly-Rao, Town Clerk
Christine Toussaint, Comptroller

FROM: Wanda Livigni 

RE: Titusville Sewer District
Titusville – Noxon Intersection Sewer Rehabilitation Project

Gentlemen –

On March 25, 2015, the Town Board awarded the Cleaning & Inspection work for the above referenced project to Fred A. Cook Jr., Inc. The bid analysis, based upon across the board comparison, made this recommendation as they were the lowest bidder at \$5,412.50.

The work they performed included flushing out the existing sewer main & sending a video camera down into the main. The bid and analysis was based on an engineer's estimate of linear feet of main with alternates for solids disposal. While performing the work, Clark Patterson Lee had an inspector on site to confirm the work as it proceeded. As the work was being performed it became evident that there was an accumulation of solids that could not be simply flushed – but required removal. It also was witnessed that the engineer's estimate of the linear footage was slightly less than the actual amount of main. Based on those 2 field conditions and the costs within the awarded bid, the total cost for this work increased to \$6,087.73. The project is still proceeding below the approved engineer's estimate for construction considering all awards to date. Therefore, I am requesting the approval to release the funds for this additional work.

Thank you for your consideration.