

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

**TOWN BOARD MEETING  
December 28, 2011**

**Present:** Supervisor Jon Wagner  
Councilman Joseph Luna  
Councilman Gary Beck  
Councilman Edward Jessup  
Councilman Gary Polhemus

**Recording Secretary:** Margaret Schmitz, Deputy Town Clerk

**Others Present:** Ron Blass, Esq., Van De Water & Van De Water  
Wanda Livigni, Administrator of Public Works  
Steve Mance, Environmental Consultants

The regular meeting of the Town Board was held on Wednesday, December 28, 2011, at the LaGrange Town Hall, 120 Stringham Road. Supervisor Wagner called the meeting to order at 7:00 p.m. The Deputy Town Clerk led the flag salute.

Supervisor Wagner asked for a motion to approve the minutes for December 14, 2011. Councilman Jessup so moved; seconded by Councilman Luna and carried by all.

**Supervisor's Report**

No Report

**Public Hearings**

Supervisor Wagner requested a motion to open the Public Hearing on the CSEA Fact Finders Report. Councilman Jessup so moved; seconded by Councilman Beck and carried by all. Mr. Wagner requested a motion to reject the Fact Finders Report. Councilman Luna made the motion; seconded by Councilman Beck and carried by all.

There were no comments.

Councilman Luna moved to close the Public Hearing; seconded by Councilman Beck and carried by all.

Supervisor Wagner asked for a motion to adopt a Resolution to Impose Employment Terms for CSEA. Councilman Beck made the motion; seconded by Councilman Luna; the motion carried unanimously. (SEE ADDENDUM)

Supervisor Wagner requested a motion to open the Public Hearing on the proposed Transfer Station Franchise Agreement Bid. Councilman Luna so moved; seconded by Councilman Jessup, the motion carried unanimously. (SEE ADDENDUM)

There were no comments. Councilman Jessup moved to close the Public Hearing; seconded by Councilman Polhemus and carried by all.

Councilman Beck made a motion to award the Transfer Station Bid to Royal Carting, the sole bidder. Councilman Luna seconded the motion. The motion carried unanimously. (SEE ADDENDUM)

### **Correspondence**

Correspondence from Cablevision will be available in the Clerk's Office for one week.

### **Agenda Items**

Supervisor Wagner introduced a Resolution to re-set the Public Hearing for a Local Law "Drive-Throughs" for January 11, 2012. This legislation has changed enough to warrant a new Public Hearing. Councilman Jessup so moved; seconded by Councilman Luna. The motion was carried by all. (SEE ADDENDUM)

Mr. Wagner stated that there were two Negative Declarations before the Board concerning Senior Alternate Housing and asked Mr. Blass which one should be voted on. Mr. Blass advised the Board to vote on the three page version and strike the two page version. Supervisor Wagner introduced the Negative Declaration for Local Law #6 – Senior Alternative Housing Districts and requested a motion for its adoption. Councilman Jessup so moved; seconded by Councilman Polhemus. The motion carried unanimously. (SEE ADDENDUM)

Councilman Polhemus moved to adopt Local Law#6 - Alternate Senior Citizen Housing Districts. Councilman Jessup so moved; the resolution carried unanimously. (SEE ADDENDUM)

The Comptroller has submitted proposed Budget Amendments for the Town Board's approval. Supervisor Wagner gave brief line by line explanation for each amendment. Councilman Luna moved to approve the Budget Amendments; seconded by Councilman Jessup. The motion was carried unanimously. (SEE ADDENDUM)

Mr. Wagner stated that a list of Budget Transfers has been submitted by the Comptroller for the Board's consideration. He briefly reviewed the proposed transfers, line by line. There was a

short discussion as to whether the Board wanted to consider increasing the transfer to Library Contractual to \$15,000 from the proposed \$10,000. Councilman Jessup moved to approve the Budget Transfers as proposed with the Library Contractual remaining \$10,000. Councilman Luna seconded the motion; the motion carried unanimously. (SEE ADDENDUM)

Jane Sullivan has submitted the Receiver of Taxes Annual Report for 2011 and requests the Town Board's acceptance. Councilman Jessup moved to accept the Annual Report; seconded by Councilman Polhemus, and carried by all. (SEE ADDENDUM)

Supervisor Wagner asked Mr. Blass to explain the current situation with Providence Estates Subdivision Performance Bond Letter of Credit and their request for a 90 day grace period. Mr. Blass explained that this is an eight lot subdivision with a public road and there is an outstanding performance bond for the completion of improvements in the amount of \$356,000; backed up by the Letter of Credit. The Letter of Credit expires on January 1, 2012. Ordinarily, we would request a renewal Letter of Credit; otherwise the Town would have to draw on the Letter of Credit to secure the Town's interests. There was a request that has since been withdrawn by the developer to suspend the renewal of the Letter of Credit for a 90 day window to pursue some sort of downsizing of the project; doing away with a public road entirely and thus do away with bonding requirements. Mr. Blass stated that the request has been withdrawn and the developer will pay the \$35,000 fee to renew the \$356,000 letter of credit. Mr. Blass explained that the request for a 90 grace period has been withdrawn and the \$356,000 Letter of Credit needs to be renewed for an additional year. Mr. Blass recommended a protective resolution authorizing the Supervisor or Deputy Supervisor, and the Town to draw on the Letter of Credit by Friday, December 30, 2011 if certification of renewal is not received. Supervisor Wagner requested a motion to approve the stated protective resolution. Councilman Luna so moved; seconded by Councilman Jessup and carried unanimously.

The Highway Superintendent has requested authorization to go out to bid for the 2011-2012 Road Sweeping Contract. Councilman Jessup made a motion to authorize going out to bid. Councilman Polhemus seconded the motion, and it carried by all. (SEE ADDENDUM)

Councilman Polhemus is requesting Town Board approval to attend the 2012 Training School for Newly Elected Officials from January 11, 2012 thru January 13, 2012 in Albany, NY. Supervisor Wagner stated that this is a very valuable training and the tuition is very reasonable. Mr. Polhemus is welcome to use the Town vehicle & gas, or his own vehicle at a personal cost. The cost of the conference is \$430.00. Councilman Beck motioned to approve the request; seconded by Councilman Luna and carried by all.

Supervisor Wagner introduced a Resolution that authorizes Van DeWater & Van DeWater to enter into a Stipulation of Settlement to settle the tax certiorari of GBR Titusville, LLC from 2008 – 2011. Councilman Polhemus stated that the Assessor has settled this negotiation down from the worst case and again saved the Town money. Mr. Polhemus moved to approve the

Resolution to refund \$2,782.00; seconded by Councilman Jessup, and carried by all. (SEE ADDENDUM)

Supervisor Wagner explained that Mr. Robert VanBuskirk, a veteran, has asked the Town Board to recognize his New York State, County of Dutchess License to Hawk & Peddle, and his intention to operate a hot dog truck in the Town of LaGrange. Councilman Jessup acknowledged Mr. VanBuskirk's intent; seconded by Councilman Beck and carried unanimously.

## **COMMITTEE REPORTS**

### **Water and Sewer**

No Report.

### **Recreation**

No Report.

### **Open Space**

Councilman Jessup stated that they need to sit down with the Sleights and work out a negotiation. Mr. Wagner said that the Town is close to doing that and asked Mr. Jessup to set up a meeting with him, Councilman Jessup and Dutchess Land Conservancy sometime in January to get this back on track. Once the bond consolidation is completed, he feels the budget can absorb this. Mr. Jessup agreed to arrange the meeting.

### **Highway**

Supervisor Wagner stated that there is tool in the contract of Labor Management Committee that if used more readily can enable a better dialog and offer a better understanding of the Towns needs and the tax-payers needs, and get back to getting the contract settled instead of having these impasses. He also mentioned that enough money was left in the budget to purchase a tire changer and rack for Highway once the bond consolidation is done.

### **Town Board Comments**

No Report

### **Town Attorney**

No Report.

### **Administrator of Public Works**

No Report

### **Public Comment**

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

Mr. Ralph Rabasco, Chair of the LaGrange Democratic Party spoke in opposition to the Elected Officials Training that was approved for Councilman Polhemus. He expressed the concern of the Democratic Party about open space and how it would impact the Tax Cap. Mr. Rabasco invited Supervisor Wagner to attend a meeting of the Democratic Caucus to discuss this topic. Mr. Wagner agreed. Mr. Rabasco thanked Councilman Beck for his service and wished him well in the future.

Councilman Beck stated that he felt the training that the Board authorized for Councilman Polhemus is important training for newly elected officials and he highly recommends it.

Councilman Luna asked Mr. Rabasco if he advocated less educated councilmen.

Donna Bolner, County Legislator for District 13 thanked the Board for working with her with the questions she has asked. Never once this year did she not get a quick reply to help a constituent in the Town of LaGrange. She stated that when there is a decision to be made on the legislative floor Mr. Wagner has always made himself available to her and to speak with her Towns and Town's Supervisors so she knows where the Town's stand before she casts a vote. She is proud to call LaGrange her home and is happy to represent a piece of it with Dale Borchert.

She stated that the County Budget passed this month. There were some unfortunate increases that will be coming the Towns way with respect to voters. Some of the grants that were received in the beginning of the new voter cycle (new machines and ballots); have officially gone over. She stated that the Town will see an increase in the amount for the cost of voting in the 2012 elections. If there are any changes in the Board of Elections or costs reductions, she will let us know. The legislature is trying to lower costs as soon as possible.

Supervisor Wagner responded that in regard to the Board of Elections charge backs, before the County took over the board of elections, the Town paid around \$9,000. With the Help America Vote Act and the County taking over the Board of Elections, it increased to a \$4.5 million agency. It was reduced, by the work of a former commissioner, in an attempt to elevate some of the charge backs. When the Town got the bill for charge backs, it was \$29,000 and change; some \$20,000 increase. We received a one page invoice. We are asked to scrutinize every bill, verify by law, every bill that comes in to be certain all the charges are due. We were told by the Finance Commissioner, no. Supervisor Wagner stated that he was then told that the Legislature did this. When requesting a copy of the legislation that caused the Town to get this \$29,000 bill, he was told no. What we got was a chart full of estimates, with an estimated amount for LaGrange of \$29,000 and change. Miraculously that was our bill. Mr. Wagner stated that he F.O.I.L.ed original documents of the Board of Elections and could not make hide nor hair of them. In this time the Director of Finance withheld our sales tax check. Mr. Wagner asked Legislator Bolner "Does the Legislator or the Commissioner of Finance have the power to withhold our sales tax?" It is our job to scrutinize the bills. We paid in protest. There should be a way to find the actual cost to the municipality. He stated he is not sure if the Towns are being grossly overcharged or not. Mrs. Bolner asked if the bill received was for 2009 or 2010? Mr. Wagner said it was the 2010 bill. A discussion followed.

Mr. Wagner told Mrs. Bolner that he appreciates what she does and that he notices that she doesn't just go with the flow, she does what she thinks is right.

Mrs. Bolner said she believes the Towns come first, not the other way around.

Councilman Beck said that of all the County Legislators in the past have come to a meeting, once, twice and then you don't see them anymore. He thanked Mrs. Bolner for showing up and staying with the Town and attending the Town Board Meetings to stay in touch with what is going on.

Mr. Vincent Bettina, Councilman from Wappingers, wished to thank and commend Supervisor Wagner and the Board for working with shared services. He thanked Mr. Beck for the great years of service. He thanked Mrs. Bolner for her representation in the Town of Wappingers and for showing up at Wappinger's meetings and keeping them informed as well. She is one of the few Legislators that do that. He thanked the LaGrange Board for being a great neighbor and looks forward to more shared services in the future. Mr. Bettina wished to add that the Training for Newly Elected Official is very worthwhile and an educated elected official is a good elected official. Mr. Polhemus should be going to the training. Mr. Bettina thanked Mr. Beck for his service and wished him well in the future.

Councilman Beck moved to close the Public Comment, seconded by Councilman Jessup and carried by all.

Supervisor Wagner stated that he received an Addendum to the Audit in regard to the Town's Policies and Procedures from Rae D'Achille. Mr. Wagner read portions of the Addendum and requested it be added to the record. (SEE ADDENDUM)

Councilman Beck moved to adjourn the meeting, seconded by Councilman Luna and carried by all.

The meeting was adjourned at 7:56 p.m.

Respectfully Submitted,



Margaret Schmitz  
Deputy Town Clerk

## **ADDENDUM**

- **Affidavit of Publication – CSEA Employment Terms**
- **Resolution – CSEA Employment Terms**
- **Affidavit of Publication & Posting – Transfer Station Notice of Public Hearing**
- **Bid Results & Franchise Agreement – Transfer Station**
- **Resolution of Introduction – Local Law – Drive-Through**
- **Negative Declaration – Local Law# 6 – Senior Alternate Housing Districts**
- **Resolution – Enacting Local Law# 6**
- **Budget Amendments**
- **Budget Transfers**
- **Receiver of Taxes Annual Report**
- **Highway Superintendent's Request for Bid Authorization – Road Sweeping**
- **Resolution – GBR Titusville LLC Tax Certiorari**
- **Addendum to Audit: Policies & Procedures**

**RESOLUTION**

Setting a Public Hearing with Respect to the Fact-Finder's Report and Recommendations for a Collective Bargaining Agreement with the Civil Service Employees Association, Inc. for the Town of LaGrange Highway and Recreation Unit

WHEREAS, the Town of LaGrange and the Civil Service Employees Association, Inc. reached a tentative agreement on October 28, 2010 for a collective bargaining agreement for the period January 1, 2011 through December 31, 2011 for the bargaining unit consisting of employees in the highway department and recreation department; and, WHEREAS, the Town of LaGrange unilaterally declared an impasse in negotiations after the bargaining unit failed to ratify the tentative agreement and requested that a mediator be appointed by the Public Employment Relations Board (PERB); and, WHEREAS, the parties were unable to agree to a settlement on April 18, 2011 with the assistance of the Mediator, the Town submitted the impasse to PERB for fact-finding; and, WHEREAS, a fact-finding hearing occurred on July 28, 2011, during which the Fact-Finder explored the open issues with the parties viewed in the context of the difficult fiscal realities facing public employment in New York State with all major revenue sources (e.g. sales tax, mortgage tax, and traffic fines) still below 2008 levels and with the State-imposed 2% cap on increases in the property tax levy; and, WHEREAS, the Fact-Finder's report and recommendations, which is attached to this resolution, were issued on November 7, 2011; and, WHEREAS, in accordance with the Taylor Law, if one or both parties do not accept the fact-finding report in its entirety, then the next step is for the Town Board to conduct a public hearing at which the parties may explain their positions with respect to the Fact-Finder's report and recommendations and, thereafter, the Town Board may take such action as it deems to be in the public interest, including the interest of the employees involved; and, WHEREAS, after the public hearing, the Town Board may choose to impose employment terms for the period January 1, 2011 to December 31, 2011 provided such imposition does not change the terms of an expired collective bargaining agreement, now, therefore be it

RESOLVED, that the Town Board hereby designates December 28, 2011 at 7:00 o'clock p.m. as the date and time for a public hearing at which Civil Service Employees Association, Inc. may explain its position with respect to the Fact-Finder's report and recommendations, and be it further

RESOLVED, that the Town Clerk is hereby directed to forward certified copies of this resolution to the appropriate Town officials and representatives of Civil Service Employees Association, Inc.  
Motion: Councilman Luna  
Second: Councilman Beck  
The following vote was taken:  
Supervisor Wagner: AYE  
Councilman Luna: AYE  
Councilman Beck: AYE  
Councilman Jessup: AYE  
Councilman Polhemus: A  
Christine O'Reilly-Rao: E

LaGrange Town Clerk  
1057

# Poughkeepsie Journal

Poughkeepsie, N.Y.

## AFFIDAVIT OF PUBLICATION

State of New York  
County of Dutchess  
City of Poughkeepsie

Rita Lombardi, of the City of Poughkeepsie, Dutchess County, New York, being duly sworn, says that at the several times hereinafter mentioned he/she was and still is the Principle Clerk of the Poughkeepsie Newspapers Division of Gannett Satellite Information Network, Inc., publisher of the Poughkeepsie Journal, a newspaper published every day in the year 2011 in the city of Poughkeepsie, Dutchess County, New York, and that the annexed Notice was duly published in the said newspaper for one insertion successively, in each week, commencing on the 18th day of Dec. in the year of 2011 and on the following dates thereafter, namely on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And ending on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2011, both days inclusive.

*Rita Lombardi*

Subscribed and sworn to before me this 5th day of January in the year of 2011.

*Rose Ann Simpson*

Notary Public

**ROSE ANN SIMPSON**  
Notary Public, State of New York  
No. 01316246003  
Qualified in Dutchess County  
Commission Expires January 4, 2014

1/4/2014

RESOLUTION  
Imposition of Employment Terms for a  
Collective Bargaining Agreement with the  
Civil Service Employees Association, Inc.  
for the Town of LaGrange Highway and Recreation Unit  
for the period January 1, 2011 through December 31, 2011

the Town of LaGrange and the Civil Service Employees Association, Inc. reached a tentative agreement on October 28, 2010 for a collective bargaining agreement for the period January 1, 2011 through December 31, 2011 for the bargaining unit consisting of employees in the highway department and recreation department; and,

WHEREAS, the Town of LaGrange unilaterally declared an impasse in negotiations after the bargaining unit failed to ratify the tentative agreement and requested that a mediator be appointed by the Public Employment Relations Board (PERB); and,

WHEREAS, the parties were unable to agree to a settlement on April 18, 2011 with the assistance of the Mediator, the Town submitted the impasse to PERB for fact-finding; and,

WHEREAS, a fact-finding hearing occurred on July 28, 2011, during which the Fact-Finder explored the open issues with the parties viewed in the context of the difficult fiscal realities facing public employment in New York State with all major revenue sources (e.g. sales tax, mortgage tax, and traffic fines) still below 2008 levels and with the State-imposed 2% cap on increases in the property tax levy.; and,

WHEREAS, the Fact-Finder's report and recommendations, which is attached to this resolution, were issued on November 7, 2011; and,

WHEREAS, in accordance with the Taylor Law, a public hearing was duly held on December 28, 2011 giving an opportunity for the Civil Service Employees Association, Inc. to explain its position with respect to the Fact-Finder's report and recommendations; and

WHEREAS, the Town Board feels it must take action as it deems to be in the best interest to the public, including the interest of the employees involved; now therefore be it

RESOLVED, that the Collective Bargaining Agreement for 2009, which was extended by Legislative Imposition for the period of January 1, 2010 through December 31, 2010, is hereby imposed once again for the period of January 1, 2011 through December 31, 2011 with an annual wage increase of zero percent and with all other terms and conditions of the Collective Bargaining Agreement remaining unchanged; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward certified copies of this resolution to the appropriate Town officials and representatives of Civil Service Employees Association, Inc.

Motion: Councilman Beck  
Second: Councilman Luna

Dated: December 28, 2011

The following vote was taken:

Supervisor Wagner: AYE  
Councilman Luna: AYE  
Councilman Beck: AYE  
Councilman Jessup: AYE  
Councilman Polhemus: AYE

  
Margaret Schmitz, Deputy Town Clerk

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X  
In the Matter of Fact Finding

First Amended Report  
of Fact Finder

-between-

PERB Case No. M2010-241

Town of LaGrange

-and-

Civil Service Employees Association, Inc.

-----X  
Appearances:

Town of LaGrange  
Michael A. Richardson, Consultant  
100 Kinderhook Street  
Chatham, NY 12037-1222

Also present  
Jon Wagner, Town Supervisor  
Michael Kelly, Highway Superintendent  
Peter Huff, Recreation and Parks  
Christine Toussaint, Town Comptroller

CSEA  
Bob O'Connor, Jr., LRS  
568 State Route 52  
Beacon, NY 12508

Also present  
Brian Aldrich, Unit President  
Joe Tighe, Unit VP  
Douglas Russell, Unit Sec/Treas.

Richard M. Gaba, Esq., Fact Finder

Hearing Date: July 28, 2011

## BACKGROUND

CSEA and the Town of LaGrange (Town) have had a bargaining relationship for a number of years prior to 2006. The Collective Bargaining Agreement for the period January 1, 2006 to December 31, 2008 describes the bargaining unit as, "all of the Town's full-time employees employed in the Town's Highway Department, and all full-time non-management employees of the Town's Recreation Department". The 2006-2008 agreement provided for a health reimbursement account which was an offset to employee out of pocket medical costs where the Town would pay up to \$850 for family, \$545 for two in the family and \$275 for a single person. This was agreed to in exchange for the employees agreeing to a percentage increase contribution to insurance premiums instead of the previous flat dollar amount. This agreement included a \$700 snow plowing incentive, a vacation leave 40 hour buy out and wage increases of 4 % on January 1<sup>st</sup> of each year of the three year agreement.

The negotiations for a 2009 agreement resulted in the employees receiving 1 % wage increases effective respectively on July 1<sup>st</sup> and December 1, 2009. The health reimbursement account was deleted effective December 31, 2009 and the vacation buy out was suspended as of July 15, 2009 through December 31, 2010. Efforts to reach a 2010 agreement were unsuccessful and in that case there was a legislated imposition of an agreement.

The current agreement is the one that was imposed by the Town for the one year period from January 1, 2010 to December 31, 2010. During negotiations for an agreement to commence January 1, 2011, the parties reached a tentative agreement that

was rejected by the members of the bargaining unit. Following this rejection by the membership, the Town declared an impasse and requested PERB to appoint a mediator. A mediator was appointed on December 20, 2010. A mediation session was held on April 18, 2011, but the parties were unable to resolve their differences. The Town made a further request to PERB for the appointment of a fact-finder, and on May 20, 2011 I was appointed as fact-finder in this matter.

A fact-finding hearing was held at the Town Hall on July 28, 2011. After representatives of the parties made opening remarks, it was suggested that I engage the parties in further discussions in an effort to reach an agreement. Considerable time and energy was expended by both sides but no agreement was reached. No evidence was taken at the hearing and the parties agreed to submit written memorandums in support of their respective positions on the issues stated below. The submissions were voluminous and helpful in sorting out the huge divide between the Town and the CSEA.

## **THE TOWN'S PROPOSALS**

### **FOR 2011**

**WAGES:** The Town offered a zero increase for 2011, stating that it was necessary in order to avoid a reduction in forces. In the 2006-2008 agreement the employees received three annual increases of 4% on January 1 of each year and an additional 2 % in 2009 in two steps.

**MEDICAL INSURANCE:** The Town wanted to substitute a different insurance plan and requested that CSEA drop a pending grievance.

**SNOW PLOW INCENTIVE:** The Town wants to eliminate an existing incentive for snow plowing attendance. This provision in the 2006-2008 agreement provided for a \$700 bonus for responding to 90% of the full crew call-ins for snow removal for the period November 1 through April 15.

**PERSONAL LEAVE:** The Town offered to add one additional personal leave day, not to be accumulated.

**THE CSEA PROPOSALS  
FOR 2011**

During the unsuccessful mediation efforts that took place as part of the fact-finding exercise, the CSEA made a proposal consisting of the following:

**WAGES:** Reduce starting pay for new employees by \$2.00 per hour based on the current wage schedule. Grant all employees a \$1,000 bonus in 2011, and a 2% across the board increase for 2012.

**MEDICAL INSURANCE:** Keep the employee contribution at 12 % of the premium.

**TERM OF AGREEMENT:** Two years. (2011 and 2012)

**JOB SECURITY:** No layoffs for 2 ½ years

**LONGEVITY:** Increase the longevity payment by \$1 per hour.

The Town took the position that it is strapped for funds, and while it submitted no evidence of the income shortfalls it stated in its memorandum:

Mortgage tax revenue remains below what the Town received in 2008 - \$535,070. 2009 - \$465,634. 2010 - \$492,215, and tracking below YTD in 2010.

Sales tax revenue remains below what the Town received in 2008 - \$803,760. 2009 - \$740,277. 2010 - \$749,767, and tracking below YTD in 2010.

Between 2009 and 2011 the Town has experienced substantial increases in the cost of total compensation equal to several thousand dollars per employee due to increases in pension costs and increases in medical insurance premiums.

The pension rate increased from 6.3% in April 2009 to 16.3% in April 2011, and will be further increased in April 2012 to 18.9%. Based on an annual payroll expense per employee of \$55,000, including overtime, the increase in the pension rate of contribution has caused an additional cost going into 2012 of \$6,930 per employee compared with 2009.

The Town's share of medical insurance premiums for family coverage increased from \$9,359 in 2010, to \$10,738 in 2011. This cost is projected to be \$12,886 for 2012, an increase of \$3,527 going into 2012.

The Town claims that wages in this bargaining unit rank second or third compared to similar towns in Dutchess County, and that the current contribution rate of 12% is below the norm for comparable towns in Dutchess County.

The Town requests that the fact finder not recommend any wage increase or one time cash payment for 2011, since this would only encourage the members of the bargaining unit to continue rejecting agreements that have been negotiated by the Town in good faith.

## DISCUSSION

The Town's basic position is that it simply cannot afford the increases requested by CSEA. Considering a 2 % increase in property taxes, the \$7.4 million budget will be under funded by some \$60,000. The Town stated during the meeting that its sales tax revenues are likely to exceed estimations by some \$100,000 and concedes that it may be able to levy property tax increases in excess of 2% with the agreement of 60% of the Town Board. (3 out of 5). The CSEA submitted statements analyzing the Town's finances which indicated that the Town was on a sound financial footing and that its bonds were highly rated.

The last wage increases received by the unit members were 4% in each year of a three year agreement (2006 – 2008) and two 1 % increases split during the 2009 agreement. During negotiations for 2009, 2010 and 2011, the Town has sought substantial give backs in the area of increased contributions to medical insurance premiums, furloughs, and cutting out the \$700 snow plow bonus. It seems very unlikely that any recommendation by the fact finder that calls for a wage increase without substantial give backs would be acceptable to the Town. Similarly, it is not likely that a recommendation that carries a wage increase funded by give backs would satisfy the unit members or their union.

Recognizing the still dire state of the local economy, and recognizing the constantly increasing costs to the Town that continue to mount even without a change in the agreement, I recommend that the terms of the 2009 agreement as continued in 2010, be continued for 2011 with the following changes; that the salary schedule for employees

hired on or after December 31, 2011 be reduced by \$2 per hour and that all present employees in the bargaining unit receive a wage increase of 1 % effective January 1, 2011, an increase of 1% effective July 1, 2011 and an additional increase of 1 % effective December 31, 2011, and that the Town's proposals be denied.

Respectfully submitted:

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Richard M. Gaba, Esq.  
Fact Finder  
November 7, 2011

# Poughkeepsie Journal

Poughkeepsie, N.Y.

## AFFIDAVIT OF PUBLICATION

State of New York  
County of Dutchess  
City of Poughkeepsie

Rita Lombardi, \_\_\_\_\_ of the City of Poughkeepsie,  
Dutchess County, New York, being duly sworn, says  
that at the several times hereinafter mentioned he/she  
was and still is the Principle Clerk of the Poughkeepsie  
Newspapers Division of Gannett Satellite Information  
Network, Inc., publisher of the Poughkeepsie Journal, a  
newspaper published every day in the year 2011 in the  
city of Poughkeepsie, Dutchess County, New York, and  
that the annexed Notice was duly published in the said  
newspaper for \_\_\_\_\_ one insertion  
successively, in each week, commencing on the 18th  
day of Dec. in the year of 2011 and  
on the following dates thereafter, namely on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And ending on the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 2011, both days inclusive.

*Rita Lombardi*  
Subscribed and sworn to before me this 20<sup>th</sup> day  
of December in the year of 2011.  
*Christine O'Reilly*  
Notary Public

My commission expires 9/30/13

NOTICE OF  
PUBLIC HEARING  
TAKE NOTICE, that the  
Town Board of the  
Town of LaGrange will  
hold a public hearing at  
the Town Hall, 120  
Stringham Road, La-  
Grangeville, New York  
on December 28, 2011  
at 7 o'clock, p.m., re-  
garding a proposed  
franchise to be granted  
for the operation of the  
transfer station located  
at 130 Stringham Road.  
TAKE FURTHER NOTICE  
that copies of the annexed  
said proposed franchise  
agreement as well as  
the identity of the suc-  
cessful bidder will be  
available for examina-  
tion at the office of the  
Clerk of the Town of La-  
Grange, at the Town  
Hall, 120 Stringham  
Road, LaGrangeville,  
New York beginning  
Wednesday, December  
1, 2011 between the

hours of 8:30 a.m. and  
4:00 p.m. on all busi-  
ness days, except Tues-  
days when the hours  
are between 8:00 a.m.  
and 3:30 p.m.

TAKE FURTHER NOTICE  
that all persons inter-  
ested and citizens shall  
have an opportunity to  
be heard on said pro-  
posal at the time and  
place aforesaid.

DATED: LaGrangeville,  
New York  
December 7, 2011  
CHRISTINE O'REILLY-  
RAO,  
TOWN CLERK  
1059

ELIZABETH A. FARKAS  
NOTARY PUBLIC, State of New York  
No. 01FA4844793  
Qualified in Dutchess County  
Commission Expires 9/30/13

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

NOTICE TO BIDDERS
The Town Board of the
Town of LaGrange will
receive sealed bids on
the following until 12:00
noon prevailing time on
December 20, 2011 at
the LaGrange Town
Hall, 120 Stringham
Road, LaGrangeville, NY

12540
Operation of Wash
and Recycling Center
located on Stringham
Road in the Town of La
Grange, New York. The
bidder of this five year
franchise agreement
shall be the sole
contractor for the
removal of any of the
trash or recycling
material. A bid instruction
sheet and a bid specifica
tion sheet detailing
the terms of this bid
and the requirements
that shall be submitted
with the bid may be ob
tained from the Town
Clerk located at the
Town of LaGrange
Town Hall, 120
Stringham Road, La
Grangeville, NY 12540.
All bids offered shall
comply with these
terms.
All bids received pursu
ant to this notice will be
publicly opened and
read at the Town Hall of
the Town of LaGrange
on December 21, 2011
at 7:30 p.m. prevailing
time.
The award of the fran
chise is subject to a
public hearing before fi
nal approval of the
franchise agreement
by the Board. This pub
lic hearing will take
place on December 22,
2011.
The Town of LaGrange
reserves the right to re
ject any and all bids offer
ed and to waive any
formality or technicality
in any bid that is in the
Town of LaGrange.
All bidders are required
to file a certificate of
non-collision with the
Town of LaGrange. These
certificates are avail
able from the Town of
LaGrange Town Clerk.
This notice is issued in
the name of the Town
of LaGrange, 120
Stringham Road, La
Grangeville NY
Christine O'Reilly,
Town Clerk
LaGrange Town Hall
Town Clerk's Office
P.O. Box 125
LaGrangeville, NY
12540
2011 0261

Rita Lombardi, of the City of Poughkeepsie,
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal, a
newspaper published every day in the year 2011 in the
city of Poughkeepsie, Dutchess County, New York, and
that the annexed Notice was duly published in the said
newspaper for one insertion
successively, in each week, commencing on the 10th
day of Dec. in the year of 2011 and
on the following dates thereafter, namely on:

- Blank lines for listing dates.

And ending on the day of in
the year of 2011, both days inclusive.

Rita Lombardi
Subscribed and sworn to before me this 13th day
of December in the year of 2011.
Rose Ann Simpson
Notary Public

My commission expires 1/4/2014

### Schedule of Bid Values

Each bidder is to submit this form with their Bid Proposal, indicating the breakdown of the costs imposed upon LaGrange residents for the disposal of all trash and recyclables.

<b>Household Garbage</b>	<b>Price per bag:</b>	<b>Tires:</b>	
Kitchen bags (approx. 10-15 gal)	\$ 2.00	Passenger Car Tires up to 15"	\$ 7.00 off/\$8.00 on
Trash bags (approx. 30-35 gal)	\$ 3.50	Tires 16" to 18"	\$14.00 off/\$16.00 on
Drum Liners/Commercial Bags (approx. 50-55 gal)	\$ 5.00	Tires over 18"	\$45.00
Leaves	\$ 9.00 cu. yd.		
Brush (Clippings, Twigs, Logs 6" max. dia.)	\$ 16.00 cu. yd.		
Recyclables	\$ 1.00/bag		

<b>Bulk Waste:</b>			
Carload	\$ 20.00	Minivans (w/o seat)	\$ 55.00
6' Pickup Truck	\$ 65.00	Minivans (w/seat)	\$ 40.00
8' Pickup Truck	\$ 75.00	Station Wagons	\$ 35.00
Up to 1 Ton Vans	\$ 75.00	SUVs ( w/o seat)	\$ 55.00
Sml. Dump Truck	\$ 85.00	SUVs (w/seat)	\$ 40.00
Lg. Dump Truck	\$ 115.00	Lg. SUV (w/o seat)	\$ 75.00
		Lg. SUV (w/seat)	\$ 40.00
Beach Chairs	\$ 1.00	Bath Tubs	\$ 8.00
Bed frames	\$ 2.00	Sink/Vanity	\$ 8.00
Bicycles	\$ 4.00	Toilet/Tank	\$ 5.00
Box springs, Mattresses EA.	\$ 9.00	Lamps	\$ 1.00
Chairs, Desks, Dressers	\$ 9.00	Lawn Mower, Snow Blower	\$ 8.00
Chairs (Plastic Stackable)	\$ 1.00	Lawn Tractor, Snowmobile	\$ 20.00
Computer Keyboard	\$ 2.00	Mufflers	\$ 2.00
Computer	\$ 5.00	Propane Tanks	\$ 2.00
Computer Monitor	\$ 20.00	TVs	\$ 8.00
Fans	\$ 2.00	VCR/DVD	\$ 2.00
Sofa & Love Seats EA.	\$ 18.00	Grills	\$ 4.00
Sofa Bed	\$ 30.00		
<b>Appliances/Whitegoods:</b>			
Air Cond/De-Humidifier	\$20.00	Microwave/Stove	\$ 10.00
Boiler, Furnace	\$30.00	Refrigerator/Freezer	\$ 15.00
Dishwasher, Dryer, Washer	\$10.00	Toaster/Toaster Oven	\$ 1.00/\$3.00
Hot Water Heaters	\$10.00	Vacuum	\$ 2.00
Water Softener Tank (empty)	\$ 8.00		
Humidifier	\$ 2.00		

## FRANCHISE LICENSE AGREEMENT

### BETWEEN THE TOWN OF LAGRANGE AND ROYAL CARTING SERVICE CO.

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Town of LaGrange, a municipal corporation, having its principal office and place of business at 120 Stringham Road, LaGrangeville, New York, 12540 (the "Town") and Royal Carting Service Co., a New York corporation with an address of PO Box 1209, Hopewell, Junction, New York 1253-1209 (the "Operator").

#### WITNESSETH:

WHEREAS, the Town of LaGrange duly advertised, pursuant to New York General Municipal Law, for the submission of bids for the operation of the Trash and Recycling Center located at 130 Stringham Road in the Town of LaGrange, New York; and

WHEREAS, after receipt and review of all submitted bids, the Town of LaGrange Town Board, by resolution on December 28, 2011, awarded the bid to the Operator, as the sole compliant bidder, subject to the execution of the Franchise Agreement provided herein;

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

1. The Town hereby grants to Operator, and Operator hereby accepts from the Town, an exclusive, revocable license to use a portion of the Town's property located at 130 Stringham Road (hereinafter the "Licensed Premises") for the purpose of operating and maintaining a Transfer Station for the Town of LaGrange residents.

2. A local troop of the Boy Scouts of America (hereinafter the "Boy Scouts") currently collects newspapers at the Licensed Premises and separately arranges for the hauling of those collected newspapers. The Operator hereby expressly acknowledges that this franchise agreement shall not interfere with the current activity of the Boy Scouts, and agrees that all rights granted under this Franchise Agreement are subject to the continued operation of the aforesaid activity by the Boy Scouts at the Licensed Premises. However, nothing in this paragraph shall be read or interpreted to preclude the Operator and the Boy Scouts from entering into an arrangement, suitable to both the Boy Scouts and the Operator, whereby the Operator will haul the newspapers for the Boy Scouts.

3. This Agreement shall be for a period of two (2) years commencing on January 1, 2012, and ending on December 31, 2013, provided, however, that the Town may terminate the Agreement by delivery (by mail or by personal service) to Operator (at the address stated hereinabove) of a notice of the Town's intention to terminate the exclusive, revocable license sixty (60) days after the delivery of said notice. At the

expiration of said sixty (60) day period or on December 31, 2013, whichever occurs earlier, a) the exclusive, revocable license shall terminate, and b) the Operator shall, at its own cost and expense, immediately remove all of its equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, except for normal wear and tear.

4. The licensed premises shall be used, occupied, operated, maintained and repaired, so as to be in compliance with all applicable United States of America, New York State, County of Dutchess, and Town of LaGrange, statutes, ordinances, local laws, codes, rules and regulations.

5. The Town represents that: (a) the transfer station is registered with the New York State Department of Environmental Conservation (DEC); (b) the registration has a duration at least co-terminus with the two year term of this license agreement; and (c) the facility will be turned over to Operator free of violations and in a condition that is in compliance with the aforesaid registration and with DEC regulations.

6. Operator shall provide to the Town payment in the form of a fee for use of the property in the total amount of Five Hundred and 00/100 Dollars United States currency (\$500.00); said fee to cover the period of the contract term. In exchange for this fee, the Operator shall operate a franchise agreement by issuance of a license from the Town to operate a transfer station on the Town's property for the benefit of LaGrange residents in accordance with the price specifications submitted by Operator pursuant to a competitive bid. The prices are attached hereto as "Exhibit A- Schedule of Bid Values" and incorporated herein.

7. The prices set forth in "Exhibit A - Schedule of Bid Values" are fixed and may not be increased during the two-year period that this contract is in effect without being subject to competitive bidding requirements set forth in GML § 103.

8. Operator shall have this contract to operate a transfer station on Stringham Road, LaGrangeville, New York and shall include the following terms and conditions:

- a) Operator shall furnish all roll-off containers for recycling and trash at the Town recycling center sufficient enough to accommodate receipt and disposal of residential household waste, co-mingled recyclables, newspapers, office paper, and cardboard.
- b) Operator shall be responsible for any repairs and maintenance necessary to keep the compactor currently located at the transfer station in good and efficient working order.
- c) Operator shall provide the following to the Town at no charge:
  - (i) One (1) 3-cubic yard container (with lids) at the Town Highway Garage to be serviced one time per week; and

- (ii) One (1) 2-cubic yard container (with lids) at the Town Hall to be serviced one time per week.

The containers are being provided by Operator to the Town for the disposal of trash, waste, recyclables, metal and bulk waste generated by Town employees in the course of their employment with the Town. The occasional, de minimis placing of garbage which is not generated within the course of one's employment with the Town, while not authorized by this license, will not be considered a violation by the Town of this clause.

- d) The hours of operation shall be:  
January 1 – December 31: Every Saturday from 7:00 a.m. to 2:00 p.m.  
May 1 – September 31: Every Wednesday from 4:00 p.m. to 7:00 p.m.
- e) Operator shall provide sufficient staff at the recycling center to meet heavy demands and assist residents with trash disposal if needed.
- f) All bins shall be covered when not in use and shall prevent trash from blowing around the facility. All household trash shall be removed from the site no later than the following Monday by close of business.
- g) The small shed at the recycling center is owned by the Town of LaGrange and may be used by the Operator's employees. The Operator shall provide these employees a petty cash account available to them in order to make change for the residents when bringing their trash.
- h) Operator will be provided access to the lock to the facility. The gate is to be opened promptly on days of trash disposal and shall be secured at all times that the facility is not in operation.
- i) No empty roll-off containers, beyond the number sufficient to accommodate receiving and disposing of residential household waste, metal and bulk waste, co-mingled recyclables, newspapers, office paper and cardboard, shall be stored at the Transfer Station site.
- j) The Operator shall post a sign, at its own expense, with the current price schedule, said sign shall be of professional quality and shall be made of durable, weatherproof material and shall be legible.

- k) There shall be no price increases during the two-year period that the Franchise is in effect without being subject to the competitive bidding requirements set forth in GML §103.
- l) The Operator shall schedule one day per year as a day when each LaGrange household can come to the transfer station and dispose of the equivalent of one 8' pickup truck of bulk materials free of charge. This day has historically been held in the Fall.
- m) The Operator shall be responsible for paying the electric bill to the transfer station, located at 130 Stringham Road, up to a maximum amount of Fifty and 00/100 (\$50.00) dollars per month.
- n) The Operator shall pave a 450 sf area of ground under and around the dumpster located at the transfer station, in accordance with the sketch attached hereto as Exhibit "B."

9. Operator shall take out and maintain during the terms of this Agreement such public liability and property damage insurance, naming the Town as an additional insured, that shall protect the Town from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows:

- a) Comprehensive General Liability Insurance naming the Town of LaGrange as an additional insured at a combined single limit of at least \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. Said insurance shall be occurrence based.
- b) Comprehensive Automobile Liability Insurance, including all owned, non-owned and hired vehicles in the amount of \$1,000,000.00 each occurrence combined single limit.
- c) Umbrella Policy providing at least \$3,000,000.00 excess coverage naming the Town of LaGrange as an additional insured. Said insurance shall be occurrence based.
- d) Certificates of Insurance: a) will provide the Town, as an additional insured, with thirty (30) days written notice of cancellation or material change; b) will be maintained for the duration of the contract held with the Town; c) will indicate the Transfer Station site; d) are to be submitted, approved and available to the Town prior to commencement of work.

e) Proper Certificates of Insurance shall be submitted to:

Town Supervisor	and	Town Clerk
Town Hall		Town Hall
120 Stringham Road		120 Stringham Road
LaGrangeville, NY 12540		LaGrangeville, NY 12540

f) The insurance company providing coverage must be licensed in the State of New York and rated at least "A-" by Best's Key Rating Guide.

10. Operator agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise directly or indirectly, from the negligence, acts, or omissions of Operator, its owners, principals, agents, or employees.

11. Operator agrees that it will defend, indemnify, and hold harmless the Town from any and all suits, claims, actions or causes of action of every name and description brought against the Town for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of Operator, its owners, principals, agents, or employees and arising from Operator's use of this license Agreement. The Town agrees that the Town will defend, indemnify, and hold harmless the Operator from any and all suits, claims, actions or causes of action of every name and description brought against the Operator for or on account of any death, injuries or damages received or sustained by any party or parties by or from the negligence of the Town or any of the Town's officers, agents or employees and arising during the Operator's use of this license Agreement.

12. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

13. This exclusive, revocable license granted herein is not a conveyance of real property; nor is it intended to grant or convey to Operator the exclusive use of the land on which the Transfer Station is located. The license is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others.

14. This exclusive, revocable license is granted subject to the following rights which the Town hereby reserves: a) to use and enjoy the lands within the boundaries of the property in any manner that does not unreasonably interfere with the rights herein granted to the Operator; b) to grant and convey easements and rights-of-way to others over, across, under, and through the lands within the boundaries.

15. Operator shall, at its own cost and expense, clean the licensed premises, if needed, after use by Operator and shall make any and all necessary repairs for damages it causes.

16. The provisions of Paragraphs 10 and 11 of this Agreement shall survive any termination of the exclusive, revocable license of this Agreement.

17. The Operator shall not assign this Agreement, or its right, title or interest herein without the express consent of the Town of LaGrange.

18. The Operator shall carry out the terms of this contract and shall not engage sub-contractors to perform its obligations under this Agreement.

19. This Agreement shall be construed in accordance with the law of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

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

TOWN OF LAGRANGE

By: \_\_\_\_\_  
Jon J. Wagner, Supervisor

By: \_\_\_\_\_

STATE OF NEW YORK, COUNTY OF DUTCHESS , ss:

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

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK, COUNTY OF DUTCHESS , ss:

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

\_\_\_\_\_  
Notary Public

## RESOLUTION

Councilman Jessup, introduced the following proposed local law, which was seconded by Councilman Luna, to be known as Local Law No. \_\_\_\_\_ of 2012, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AMENDING CHAPTER 240, "ZONING", OF THE LAGRANGE TOWN CODE TO ADD A NEW SECTION 240-70A REGARDING DRIVE-THROUGH SERVICE FACILITIES, TO AMEND SECTION 240-27, SCHEDULE A REGARDING DRIVE-THROUGH SERVICE FACILITIES, AND TO AMEND SECTION 240-35(H)(2)(a)[8] REGARDING DRIVE-THROUGH SERVICE FACILITIES.

BE IT ENACTED by the Town Board of the Town of LaGrange that the Town Code is amended to read as follows:

Section 1. Chapter 240 of the Town Code is amended to add a new Section 240-70A, reading as follows:

### **§240-70A Drive-Through Service Facilities**

- A. A Drive-Through Service Facility is defined as: A window or device in, at or through which a business provides services or the delivery of goods to persons in a vehicle, the vehicle being driven to a position designed to provide the aforesaid services or goods, from inside a building.
- B. Legislative Intent. A special permit may be granted by the Planning Board to permit a drive-through service facility. It is the specific purpose and intent of this provision to permit the opportunity for businesses to develop drive-through facilities for the convenience of their customers. Furthermore, it is the specific intent of this provision to protect and preserve property values and to maintain the character of those non-residential districts permitting drive-through facilities.

C. To help achieve these goals and promote the objective of the *Town of LaGrange Comprehensive Plan*, a special permit is required to create a drive-through service facility in the districts where such facilities are permitted as accessory uses pursuant to the schedule of Permitted Uses and Special Use Permits §240-27, Schedule A, i.e. TC-B for uses with the exception of restaurants, C1, C2, and H districts, and subject to the following provisions.

- (1) Drive-through service facilities shall be permitted as an accessory use only and must be substantially subordinate to the principal building, such as a bank or pharmacy. Drive-through service facilities as a principal use are expressly prohibited. This would include, for example, kiosk and photomat-type facilities.
- (2) Vehicle drive-through service facility aisles shall not be permitted in any front yard, and windows or aisles shall not be permitted in any front yard, between the principal building and front lot line, or in any required side or rear setbacks. The preferred location for drive-throughs shall be between the principal building and the rear yard. Aisles shall be screened from any public road or private lane by means of extensive landscaping and grading including the use of natural stone walls and/or berms, and these site improvements shall be maintained as an ongoing condition of approval. Fences cannot be used to achieve this requirement.
- (3) A drive-through facility shall be architecturally treated on all sides pursuant to the architectural standards as set forth in the standards of the district where the drive-through facility is proposed to be located, i.e. Town Center (TCB)-240-35H (3), Commercial (C1)-240-39H (3), Commercial (C2)-240-39H (3), Hamlet (H)-240-38G [7] (k). The overall appearance of the drive-through or drive-in bank, including the building canopy and the site, shall be designed in conformity with the character of the community in which it is located and reflect the vernacular architecture of the particular hamlet in which it is located. Generic and standard architectural design derivative of national or regional branches shall not be permitted.

- (4) Plans for an establishment with a drive-through service facility shall not cause conflict or otherwise interfere with moving traffic or pedestrian movement and safety or restrict emergency response. The design and location of the drive-through facility shall not contribute to increased congestion on any public or private street adjacent to the subject property.
- (5) A maximum of three (3) drive-through aisles shall be permitted for any bank or financial institution. All other uses shall be restricted to a single drive-through aisle.
  - (a) Drive-through aisles shall be delineated from traffic lanes and parking areas by means of concrete curbed islands, landscaping, and/or the use of stone walls. (Fences cannot be used to achieve this requirement.)
  - (b) Where pedestrians will intersect with a drive-up aisle, crosswalks shall be provided with alternative paving material such as pavers or brick.
  - (c) A by-pass lane shall be provided adjacent to the drive-through aisle, with a minimum width of 10 feet and maximum width of 12'.
  - (d) Drive-through discharge lane(s) shall be buffered against adjacent lands by means of landscaping, berms and/or stone walls. (Fences cannot be used to achieve this requirement.)
- (6) Vehicle stacking spaces for queue up to the drive-through facility shall be designed so as not to interfere with points of access to or from streets. Location of stacking spaces shall not interfere with entry to or exit from any parking space. Each stacking space will be a minimum of ten (10) feet wide by eighteen (18) feet deep. All drive-through uses shall provide stacking spaces for a sufficient number of automobiles for each drive-up facility subject to the following:
  - (a) A minimum of 10 stacking spaces shall be required for a business using a menu speaker board or

order station, in addition to a minimum of 3 spaces between the speaker board and payment window, plus an additional 3 spaces between the payment and pickup windows.

- (b) A minimum of 3 stacking spaces shall be required for each drive-through facility, for a bank or financial institution where multiple aisles are proposed.
  - (c) A minimum of 4 stacking spaces shall be required for a single drive-through window for a pharmacy.
- (7) Drive-through facilities shall only be permitted to operate during normal business hours for the primary use, with the exception of financial automated teller machines.
- (8) Noise abatement. A noise abatement plan shall be submitted to the Planning Board for all drive-through facilities.
- (a) Loud speakers shall be expressly prohibited for use on all drive-throughs.
  - (b) A two-way speaker or phone may be permitted for communication with a teller, server or attendant.
- (9) A lighting plan shall be submitted to the Planning Board for the entire site, including the drive-through canopy.
- (a) All canopy lighting shall be recessed.
  - (b) Lighting shall be placed on timers and the Planning Board shall establish conditions on the hours of operation for the drive-through facility.
  - (c) Lighting for automated teller machine facilities shall have shielded fixtures and downward focus that avoid glare affecting driving aisles, streets and sidewalks, and areas beyond the boundaries of the subject parcel which includes the facilities.

Section 2. Section 240-27, Schedule A is amended as

follows:

- (a) A footnote 8 symbol is added to the S symbol at the intersection of the row entitled Restaurants and the column entitled TC-B Town Center.
- (b) A new row is added and entitled Drive-Through Service Facilities - Accessory Use.
- (c) Adding the symbol SP at the intersections of the new row Drive-Through Service Facilities - Accessory Use and the respective columns TC-B, C-1, C-2, and H.
- (d) Adding a footnote 12 to the SP symbol at the intersection of the new row Drive-Through Service Facilities - Accessory Use and the column TC-B reading as follows: Drive-Through Service Facilities are not available for fast food restaurants or restaurants.
- (e) Changing footnote 8 to read: Drive-Through Service Facilities are prohibited.

Section 3. Amending Section 240-35(H)(2)(a)[8] to read as follows: Drive-Through Service Facilities are not permitted for restaurant and fast food restaurant uses.

Section 4. This local law shall be effective upon filing with the New York State Secretary of State.

RESOLVED, that a public hearing be held in relation to the proposed local law as set forth in the form of notice, hereinafter provided, at which hearing parties of interest and

citizens shall have an opportunity to be heard, to be held at the Town Hall, 120 Stringham Road, LaGrangeville, New York, on January 11, 2012, at 7:00 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of LaGrange, by the Town Clerk, at least five (5) days before such hearing and that notice shall be in the following form:

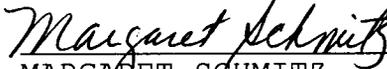
**NOTICE OF PUBLIC HEARING**

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on January 11, 2012 at 7:00 o'clock, p.m., on Local Law No. \_\_ of the Year 2012, concerning the addition of Section 240-70A to the Town Code, the amendment of Section 240-27, Schedule A, and the amendment of 240-35(H)(2)(a)[8] concerning Drive-Through Service Facilities.

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, except Tuesdays when the hours are between 8:30 a.m. and 3:30 p.m., between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York  
December 28, 2011

  
MARGARET SCHMITZ  
DEPUTY TOWN CLERK

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

Supervisor Wagner	AYE
Councilman Luna	AYE
Councilman Beck	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE

DATED: LaGrangeville, New York  
December 28, 2011

  
MARGARET SCHMITZ  
DEPUTY TOWN CLERK

TOWN OF LAGRANGE TOWN BOARD

LOCAL LAW #6 OF 2011 TO AMEND CHAPTER 240 "ZONING"  
TO CREATE A NEW SECTION 240-36-A ENTITLED  
"ALTERNATIVE SENIOR CITIZEN HOUSING DISTRICTS".

NEGATIVE DECLARATION  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

**WHEREAS, the Town of LaGrange Town Board proposes to adopt a local law known as Local Law #6 of 2011 to amend Chapter 204 "Zoning" of the LaGrange Town Code to create a new Section 240-36-A entitled "Alternative Senior Citizen Housing Districts"; and**

WHEREAS, this negative declaration is prepared in accordance with Article 8 of the Environmental Conservation Law; and

WHEREAS, the name and address of the lead agency is: Town of LaGrange Town Board, 120 Stringham Road, LaGrangeville, New York 12540; and

WHEREAS, the Town of LaGrange Town Board has determined that this action is an unlisted action pursuant to 6 NYCRR Part 617 of the NY State Environmental Quality Review Act (SEQRA), that it is the only involved agency for the purposes of SEQRA review, and that the action will therefore not be subject to coordinated review; and

**WHEREAS, the Town of LaGrange Town Board has caused the preparation of a long Environmental Assessment Form (EAF); and**

WHEREAS, the Town of LaGrange Town Board has reviewed the action and all relevant supporting documentation and has compared the action with the criteria set forth in 6 NYCRR Part 617 and has determined that no significant adverse environmental impacts associated with the proposed action have been identified. The Board offers the following information supporting and substantiating this determination:

As demonstrated in the EAF, the act of adopting the new local law will not result in any direct or physical adverse environmental impact.

This direct action is a Town Code amendment. Its purpose is to provide the opportunity for future changes of the zoning map to create overlay zones entitled Alternative Senior Citizen Housing Districts [ASCHD's]. No physical impacts are invited or caused by this local law. It will have the beneficial environmental and social impacts of providing a means for broadening the range of housing opportunities for seniors in the Town. Each particular proposal for a future ASCHD will require independent SEQRA review in order to obtain Town Board legislative approval and Planning Board project development plan approval prior to construction and actual physical disturbance of the environment. Accordingly,

1. The action will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels, a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems.
2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movements of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial impacts on a threatened or endangered species of animal or plant or the habitat of such a species or other significant adverse impacts to natural resources.
3. The action will not create a material conflict with the community's current plans or goals as officially approved or adopted.
4. The action will not result in the impairment of the character or quality of important historical, archeological, architectural or aesthetic resources of the existing community or neighborhood character.
5. The action will not create a hazard to human health.
6. The action will not cause a substantial change in the use or intensity of use of land, including agricultural, open space or recreational resources or in its capacity to support existing uses.

7. The action will not result in the creation of a material demand for other actions that would result in one of the above consequences.
8. The action does not involve changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

NOW, THEREFORE, BE IT RESOLVED, that the Town of LaGrange Town Board has examined the impacts which may be reasonably anticipated to result from the action, and has determined that these actions will not have any significant adverse impact on the environmental and that a Draft Environmental Impact Statement need not be prepared; and

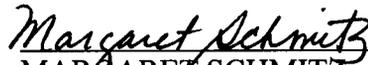
BE IT FURTHER RESOLVED, that the Town of LaGrange Town Board hereby issues this Negative Declaration pursuant to the requirements of the State Environmental Quality Review Act; and

BE IT FURTHER RESOLVED, that the Town of LaGrange Town Board hereby authorizes the filing of this Negative Declaration pursuant to the requirements of the State Environmental Quality Review Act as contained in its regulations at 6 NYCRR § 617.12.

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

Supervisor Wagner	AYE
Councilman Luna	AYE
Councilman Beck	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE

This Negative Declaration is adopted this 28<sup>th</sup> day of December, 2011 and is ordered into the record of the Town of LaGrange Town Board with respect to Local Law #6 of 2011 to amend the Town Code to create a new Section 240-36-A entitled "Alternative Senior Citizen Housing Districts."

  
MARGARET SCHMITZ  
DEPUTY TOWN CLERK

Contact Person:  
Christine O'Reilly-Rao, Town Clerk  
120 Stringham Road  
LaGrangeville, NY 12540  
845-452-1830

S:\WPDOCS\LaGrange (0070)\Local Laws & Misc. Resolutions\2011\#6-Alternative Senior Housing (856)\12.28.11 Negative Declaration.docx

**RESOLUTION**

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

WHEREAS, a local law was introduced entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND CHAPTER 240 "ZONING" OF THE TOWN CODE OF THE TOWN OF LAGRANGE TO CREATE A NEW SECTION 240-36-A ENTITLED "ALTERNATIVE SENIOR CITIZEN HOUSING DISTRICTS."

WHEREAS, a public hearing in relation to said local law was held on October 26, 2011 at 7:00 p.m., prevailing time; and

WHEREAS, notice of said public hearing was given pursuant to the terms and provisions of the Municipal Home Rule Law of the State of New York; and

WHEREAS, said local law has been on the desks of the members of the Town Board of the Town of LaGrange for at least seven (7) days, exclusive of Sunday;

NOW, THEREFORE, BE IT RESOLVED that the following local law is hereby enacted:

Section 1. A new Section 240-36-A is added to Chapter 240 "ZONING" of the Town Code as follows:

§240-36-A. Alternate Senior Citizen Housing Districts

A. Statement of intent. The Alternative Senior Citizen Housing District (ASCHD) is established as an alternative to both §240-36 for Senior Citizen Housing Districts and §240-33 for Planned Development District. It is established to allow potential amendment of the Zoning Map to provide additional housing opportunities and options for senior citizens in the Town of LaGrange. It is the intent of this section:

- (1) To make possible, as deemed suitable by the Town Board in the exercise of its legislative discretion, the

development on a single site of senior citizen detached individual housing facilities including supporting recreational and social services located on the same site;

- (2) To insure that such developments include services and facilities to accommodate senior citizen resident needs;
- (3) To provide for recreational and social services which may include, but are not limited to, on-site health care counseling and education, on-site community center/club house, transportation services to health care facilities, accessory retail shopping, and social service facilities that will contribute to the independent living and welfare of senior citizens;
- (4) To limit such detached individual housing facilities to placement on one lot with privately owned and maintained internal passageways for vehicular and pedestrian circulation and parking; and
- (5) To minimize detrimental effects on other properties.

B. Objectives. The specific objectives of this section are:

- (1) To consider housing options on appropriate sites for senior citizens in order to give such residents the opportunity to remain in the community in detached dwellings which are close to family and friends;
- (2) To consider development of such housing that includes supporting social service facilities on the same site;
- (3) To consider appropriate additional recreational and other facilities on the same site that will contribute to the independence and meaningful activity of senior citizens;
- (4) To promote the safety, convenience and sense of independence of senior citizens through site design and housing unit design entailing detached dwellings;
- (5) To create flexible regulation of site layout, design, nature and density of senior housing developments.

C. General provisions.

- (1) An Alternative Senior Citizen Housing District (ASCHD) is a floating zone created by amendment of the Town's Official Zoning Map through exercise by the Town Board of the procedures set forth in this section. Such floating zone may be located in the R40-60-80 zone.
- (2) In an Alternative Senior Citizen Housing District, no building, structure, premises or part thereof shall be used or occupied and no building or structure, or part thereof shall be erected, enlarged, converted or altered unless consistent with this section.

D. Permitted uses.

- (1) Principal Uses. The following uses are permitted in an Alternative Senior Citizen Housing District subject to project development plan approval from the Planning Board:
  - (a) Senior Citizen Housing Residences consisting of detached single family dwellings, excluding mobile homes, located on one lot; and
  - (b) Supporting social service and recreational services on the same site as the Senior Citizen Housing Residences.
- (2) Accessory Uses. The following accessory uses are permitted in an Alternative Senior Citizen Housing District subject to site plan approval by the Planning Board:
  - (a) Accessory uses including buildings and facilities that are reasonably necessary to meet the proper maintenance, administration, security, off-street parking, storage, fencing and utility system needs of the development;
  - (b) The following accessory uses are mandatory and shall constitute facilities for use by residents of the development and their guests, and which may also be used for other residents in the community:

- [1] A community center/club house including, meeting rooms, multipurpose rooms, lounges,

lobby areas, lounge areas, public bathrooms, and similar common spaces such as exercise rooms, libraries or other similar indoor recreation or leisure facilities;

[2] Outdoor sitting areas, walking trails, or other similar passive outdoor recreation or leisure facilities.

(c) The following accessory uses are permitted in nonresidential buildings provided that such facilities are managed as part of the building or complex of buildings for use by residents of the building or building complex and their guests, and further provided that there are no external advertising signs for such facilities:

[1] A common kitchen and dining room;

[2] A beauty shop and/or barber shop;

[3] A self-service laundry;

[4] A convenience shop for daily needs such as food items, prescription and nonprescription drugs, newspapers and small household items and similar items;

[5] A coin-operated vending machine room;

[6] Office space for a facility manager, programs coordinator, medical infirmary or clinic or delivery of social services.

E. Occupancy restrictions.

(1) Occupancy of dwellings within an Alternative Senior Citizen Housing District shall be for residential purposes only. Occupancy restrictions shall be the subject of restrictive covenants of record that are enforceable by the Town. Occupancy shall be limited to senior citizen families and individuals as set forth below:

(a) A single person 55 years of age or older;

(b) Two or more persons all of whom are 55 years of

age or older;

- (c) A married couple or other couple in a committed life-partner relationship, in which one of the persons in the relationship is 55 years of age or older;
- (d) Children residing with a parent who is 55 years of age or older provided that any such child is over the age of 18;
- (e) The surviving spouse or partner of a person 55 years of age or older provided that the surviving spouse or partner was a resident at the time of the death of the spouse or partner;
- (f) One adult 18 years of age or older residing with a person who is 55 years of age or older provided that the younger adult is essential to, and actually serves, the long term care of the senior citizen.

(2) Temporary Occupancy:

- (a) The surviving child of a person 55 years of age or older may continue to reside in the development for a period of six months following the death of the person 55 years of age or older provided that such child was residing in the development at the time of the older person's death.
- (b) Temporary occupancy by guests shall be permitted provided that such occupancy does not exceed a total of thirty (30) days in any calendar year.

- (3) Exceptions: One unit in an Alternative Senior Citizen Housing District Development may be occupied by a building superintendent or project manager or person with a similar title and his or her family.

F. Lot and bulk requirements. The following specific lot and bulk requirements shall apply to the development projects within an Alternative Senior Citizen Housing District:

- (1) The minimum project area shall be thirty-five (35) acres.

- (2) Open space. At least forty (40) percent of the entire tract must be restricted by conservation easement as permanent open space; provided, however, that such percentage may be reduced by the Town Board to a lower percentage upon findings made by the Town Board that:
- (a) an adequate offer of contribution to the Town of land for open space in an acceptable location and size and in close proximity to the proposed project;
  - (b) if land contribution pursuant to a above is not available, an adequate offer of monetary contribution to the Town by the project sponsor has been made to be utilized for the alternative acquisition of open space at another location in the Town deemed suitable by the Town Board; or
  - (c) a combination of land and monetary contributions pursuant to "a" and "b" above.

The discretionary reduction of on-site open space, in favor of contribution of other open space land, or monetary contribution to acquire other open space land, shall take into consideration, in addition to such other factors as the Town Board finds relevant and important to any particular proposal, (i) the extent to which either alternative form of contribution furthers any official open space policy or plan of the Town which identifies desirable areas for open space protection, (ii) the proximity to the subject site of existing municipal recreational lands or private lands encumbered by covenants tending to preserve open space, (iii) whether the subject site enjoys existing, but unexercised, land use development approvals and the extent of open space preservation forming a part of those existing land use approvals, and (iv) whether the subject site includes significant bodies of water, or similar features, which contribute to a sense of open space although not constituting physical land which is capable of development rather than serving as open space.

- (3) Maximum Residential Density. The maximum number of dwelling units (density) shall be four (4) dwelling units per acre. Total acreage, without subtracting for wetlands, flood areas or steep slopes or other constrained conditions shall be used for purposes of computing maximum permissible density. Dwelling units may include up to but not to exceed three (3) bedrooms per dwelling unit.
- (4) The Planning Board shall have full flexibility and authority to approve a project development plan subject only to such specific lot and bulk requirements as are set forth in this section. All other lot and bulk requirements for such project development plan shall be as determined by the Planning Board to be appropriate for the design of an attractive and safe development consistent with the purposes of this section.
- (5) In addition to the density limitation of not more than four (4) dwelling units per acre, there shall be a minimum of 6,000 square feet of leased land area per dwelling unit. The front of each dwelling unit and accessory building shall have a minimum separation from the lease lines of any other portion of the property on which a dwelling unit is located of twenty (20) feet. The rear of each dwelling unit and accessory building shall have a minimum separation from the lease lines of any other portion of the property on which a dwelling unit is located of twenty (20) feet. The sides of each dwelling unit and accessory building shall be a minimum of seven and one-half (7.5) feet from the lease lines of any portion of the property on which a dwelling unit is located. Measurements shall be from the foundation line. The project shall have maximum building coverage of twenty-five (25) percent and a maximum impervious land cover of forty (40) percent. Such percentages shall be computed based on the entire parcel referred to as the parent parcel.

G. Procedure for establishment.

- (1) Petitions for the establishment of an Alternative Senior Citizen Housing District by amendment of this chapter shall be made in writing to the Town Board. Applications shall be made by the owner or owners of

the land proposed to be included in such district or by a person or persons possessing written contract or option rights to purchase such lands. In the event that an application is made by a person or persons holding contract or option rights to purchase the lands, the application shall be accompanied by a statement signed by the owner or owners granting authority on the part of such applicant to make the application. Upon submission of a complete application, the Town Board shall refer the application to the Planning Board for recommendation.

- (2) Application Materials. The applicant shall submit a conceptual development plan of sufficient detail as shall be determined by the Town Board. The conceptual development plan shall consist, at a minimum, of the following:
- (a) A metes and bounds description of the proposed district;
  - (b) A survey of the land prepared and certified by a licensed land surveyor;
  - (c) A map drawn to scale showing existing conditions of the parcel, including:
    - [1] The name and address of the owner of record and, if the applicant is not the owner, then also the applicant;
    - [2] The name of the person or firm preparing the plan;
    - [3] The date, north arrow and scale of the plan;
    - [4] The names, addresses and tax map parcels of owners of all parcels within 500 feet of the subject property. The applicant shall include mailing labels for all property owners of parcels within 500 feet of the subject parcel;
    - [5] The acreage of the parcel and the tax number or numbers;

- [6] The location and width of existing and proposed state, county or town highways or streets and rights-of-way abutting or within 200 feet of the parcel;
  - [7] The approximate location and outline of existing structures both on the parcel and within 100 feet of the property line;
  - [8] The location of any existing storm or sanitary sewers, culverts, water lines, hydrants, catch basins, manholes and other visible infrastructure as well as other utilities within or adjacent to the parcel;
  - [9] The existing zoning of the parcel;
  - [10] The approximate location and outline of existing water bodies, streams, marshes or wetland areas and their respective classification as determined by the appropriate governmental regulatory body;
  - [11] The approximate boundaries of any areas subject to flooding or stormwater overflows;
  - [12] The location and outline of existing vegetation clusters (for a distance of 50 feet onto adjoining property);
  - [13] The identification of any other significant natural features.
- (d) The conceptual development plan, drawn approximately to scale, shall clearly show the following:
- [1] The approximate location and dimension of proposed principal and accessory buildings on the site and their relationship to one another, and to other structures in the vicinity, as well as the number of dwelling units by housing type and size;
  - [2] The approximate location and dimensions of vehicular traffic circulation features of the site, including proposed roadways,

internal driveways, parking and loading areas, and proposed access to the site;

- [3] The approximate location and nature of pedestrian circulation systems, open space, and outdoor recreation areas on the site;
- [4] The proposed source of water supply and method of delivery to the site;
- [5] A general plan for the collection and disposal of sanitary waste from the site;
- [6] A general plan of proposed stormwater management facilities;
- [7] Preliminary identification of areas which will be disturbed and areas which will remain undisturbed by project implementation.

(e) A vicinity map showing the proposed use in relationship to adjoining uses, transit services, food stores, community facilities, social service facilities, medical facilities and pharmacy and religious institutions.

(f) Preliminary Architectural Treatment of Buildings.

(3) Initial Review:

- (a) In its review of the application, the Town Board may suggest such changes in the conceptual plan as are found to be necessary or desirable by the Town Board in order to meet the requirements of this section. The Town Board may notify the applicant of such changes and may discuss such changes with the applicant. The suggestion of changes by the Town Board shall not constitute a waiver of its legislative discretion to reject or deny the rezoning application;
- (b) If the Town Board decides to consider such a petition, it shall transmit a copy of the petition and conceptual development plan to the Planning Board for a recommendation and report. The Planning Board shall respond to the Town

Board's request within sixty (60) days, unless the Town Board agrees to an extension of such time.

(4) Town Board review.

- (a) Upon receipt of a recommendation from the Planning Board, the Town Board may schedule and hold a public hearing. Alternatively, the Town Board may reject the application.
- (b) Following completion of the public hearing, the Town Board may act to approve, approve with modifications or conditions, or disapprove the rezoning application in the exercise of its sole legislative discretion. Approval shall result in amendment of the Zoning Map established by this chapter.

(5) CRITERIA FOR REZONING TO ALTERNATIVE SENIOR CITIZEN HOUSING DISTRICT. In determining whether or not amend the Zoning Map for an ASCHD district, the Town Board shall consider, together with the intent and objectives of this section, whether the proposed district and conceptual development plan meet the following criteria:

- (a) The site shall be served by both public water and public sanitary sewer facilities and such facilities shall be adequate to accommodate the additional demand placed upon them by the proposed development;
- (b) The site shall be well drained and stormwater generated by development of the site shall not place an undue burden on existing facilities or contribute to downstream flooding;
- (c) The site shall be located in an area suitable for the proposed residential density and shall be reasonably free of objectionable conditions such as odors, noise, dust, air pollution, traffic volumes beyond the capacity of the existing road system or proposed road improvements, and other environmental constraints;

- (d) The site shall be located in a manner that allows access to the site from a public street that meets current engineering standards of the Town with respect to roadway width and alignment and acceptable sight distances can be developed at the site entry/exit and at intersections in the vicinity of the site;
  - (e) The architectural style of the proposed development, exterior materials, finish and color shall be consistent with the character of a one-family residential neighborhood;
  - (f) The development of the site shall not produce undue adverse effects on the surrounding neighborhood;
  - (g) The extent to which the scope and design of the project will establish a worthwhile asset for this segment of the community and the community as a whole.
  - (h) Provide benefits that serve the Town of LaGrange in addition to service of the site itself including, but not limited to dedication of areas on the site for public use, public sanitary sewer facilities sufficient to serve or be expanded to serve neighboring off-site residences having existing sanitary sewer problems, and social service facilities including health facilities sufficient to serve not only the development but the surrounding neighborhood.
- (6) TIME LIMIT ON VALIDITY OF REZONING. Any zoning permitted by this section shall be null and void and the zoning of the parcel shall revert back to its original zoning classification by a ministerial designation on the Official Zoning Map by the Town Clerk, when directed by the Town Board, unless actual construction, pursuant to an approved site plan and a valid building permit is commenced within two (2) years from the date of adoption by the Planning Board of a resolution of site plan approval following the rezoning.

- (7) FEE. An application fee shall be charged in the amount provided for in the relevant fee schedule prevailing at the time of application. Actual consultant expenses incurred by the Town at all stages of processing a project under this section shall be defrayed by the applicant as provided within §240-88 of this chapter.
- (8) PROJECT DEVELOPMENT PLAN APPROVAL. Following a zoning amendment to create an Alternative Senior Citizen Housing District, project development plan review and approval by the Planning Board, subject to the flexible standards set forth in this section, shall be required prior to the issuance of a building permit for development. All project development plan standards set forth in this Chapter shall be applicable except as otherwise provided in this section. Project development plan approval shall include a determination of the required layout and composition of internal passageways for vehicular and pedestrian circulation and parking. The Planning Board, in consultation with the Town Engineer shall authorize such internal passageways for vehicular and pedestrian circulation and parking as provide for safe, adequate and convenient vehicular and pedestrian circulation and parking. The Highway Superintendent shall be consulted by the Planning Board to review and make recommendations on any direct public safety impacts related to the design, layout and composition of the proposed internal passageways proximate to their intersections with public highways. The project development plan approval may authorize alternative building layouts within each leased land area provided, however, that any such alternative building layout must be in compliance with the provisions of this section including, but not limited to, the density, bulk and area requirements of this section.
- (9) CONFORMITY TO CONCEPTUAL DEVELOPMENT PLAN. The Planning Board shall not approve any project development plan within an Alternative Senior Citizen Housing District unless said Board finds that the plan is in substantial conformance with the conceptual development plan that was submitted to the Town Board and that served as the basis for the zone change to an Alternative Senior Citizen Housing District.

Section 2. This local law shall take effect immediately upon filing with this state's Secretary of State.

RESOLVED that the Town Clerk shall file a certified original of this local law in the office of the Town Clerk and one (1) certified copy in the Office of the Secretary of State, State of New York, such certified copy to have attached thereto a certificate executed by the attorney for the Town of LaGrange that it contains the correct text and that all proper proceedings have been had or taken for the enactment of this local law.

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

Supervisor Wagner	AYE
Councilman Luna	AYE
Councilman Beck	AYE
Councilman Jessup	AYE
Councilman Polhemus	AYE

DATED: LaGrangeville, New York  
December 28, 2011

  
MARGARET SCHMITZ, Deputy Town Clerk

BUDGET AMENDMENTS 12-28-11

**General Fund**

Inc. State Aid, Court Facilities	24,778.99	
Inc. Justice, Equipment		16,429.20
Inc. Justice, Contractual Court grant		8,349.79

Inc. Interfund Transfers (5031)	33,325.00	
Inc. Judgements & Claims (1930.4) For transfer from Revaluation capital project for MJW settlement		33,325.00

**Town Center Water Improvement Area**

Inc. Interfund Revenues (2801)	28,300.00	
Inc. Source of Supply, Equipment (8320.2) For Controls upgrade project from Harvest Ridge Developer Contribution money		28,300.00

**Manchester Water District**

Inc. Other Pmts. In lieu of taxes (1081)	1,291.10	
Inc. Serial Bonds, Principal (9710.6) To adjust for incorrect amount budgeted for principal.		1,291.10

Inc. Appropriated Fund Balance (599)	30,000.00	
Inc. Source of Supply, Contractual (8320.4) To cover emergency repairs due to pump problems, well problems and water main breaks		30,000.00

**Noxon Knolls Sewer**

Inc. Appropriated Fund Balance (599)	18,000.00	
Inc. Sewage Trtmt. & Disposal, Cont. (8130.4) Cover additional costs due to collector drive problems and damage due to hurricane Irene (Unsure yet if we'll be reimbursed from FEMA for hurrican damage.)		18,000.00

**Grandview Water**

Inc. Interfund Transfers (5031)	11,776.00	
Inc. Source of Supply, Cont. (8320.4) To appropriate reserve for debt to cover unexpected costs incurred by the district in 2011		11,776.00

BUDGET TRANSFERS 12-28-11

	<u>FROM</u>	<u>TO</u>	<u>AMT.</u>	
<b>General Fund:</b>	Town Board, Personal Services (1010.1)	Town Board, Contractual (1010.4)	21.87	
	Contingent (1990.4)	Justice, Contractual (1110.4)	5,032.00	
	Town Clerk, Personal Services (1410.1)	Town Clerk, Contractual (1410.4)	7,000.00	
	Central Printing & Mailing, Cont. (1670.4)	Personnel, Cont. (1430.4)	3,000.00	
	Special Items, Cont. (1910.4)	Central Data Processing, Cont. (1680.4)	7,000.00	
	Contingent (1990.4)	Judgements & Claims, Cont. (1930.4)	16,812.35	
	Public Safety, Cont. (3989.4)	Traffic Control, Cont. (3310.4)	425.82	
	Contingent (1990.4)	Dog Control, Cont. (3510.4)	1,373.95	
	Celebrations, Cont. (7550.4)	Historian, Cont. (7510.4)	35.00	
	Unemployment Ins. (9050.8)	Life Insurance (9045.8)	260.90	
	Contingent (1990.4)	Fiscal Agents, Contractual (1380.4)	10,000.00	
	Contingent (1990.4)	Library Contractual (7410.4)	10,000.00	
	<b>Highway:</b>	Emergency Disaster Work, Cont. (8760.4)	Snow, Contractual (5142.4)	56,429.70
		Medical Insurance (9060.8)	Snow, Contractual (5142.4)	40,000.00
<b>Titusville Sewer:</b>	Serial Bond, Interest (9710.7)	Serial Bond, Principal (9710.6)	0.12	
<b>Manchester Water:</b>	Serial Bond, Interest (9710.7)	Serial Bond, Principal (9710.6)	3,878.78	
<b>Grandview Water:</b>	BAN, Interest (9730.7)	Source of Supply, Contractual (8320.4)	1,187.57	

TOWN OF LaGRANGE  
 RECEIVER OF TAXES - ANNUAL REPORT  
 JANUARY 1, 2011 - DECEMBER 31, 2011

	PENALTIES	COLLECTIONS
COUNTY & TOWN TAXES	37,635.66	17,949,789.97
Bounced Check Fees	60.00	
\$2.00 Service Charge for 2nd Notices	578.00	
Interest on Account	1,481.16	
Memo Fees Collected	35.00	
ARLINGTON SCHOOL TAXES	22,022.23	32,734,005.26
Bounced Check Fees	40.00	
WAPPINGERS SCHOOL TAXES	788.24	1,302,279.81
MILLBROOK SCHOOL TAXES	598.01	583,944.66
Interest on Account	2,726.45	
Memo Fees	45.00	
Sub totals	\$66,009.75	\$52,570,019.70
<b>TOTAL RECEIPTS.....</b>		<b>\$52,636,029.45</b>
Supervisor - Town Budget		11,354,453.01
Commissioner of Finance		6,595,336.96
General Fund - Total Penalties		66,009.75
Arlington School District		32,734,005.26
Wappingers School District		1,302,279.81
Millbrook School District		583,944.66
<b>TOTAL DISBURSMENTS.....</b>		<b>\$52,636,029.45</b>

Submitted: Jane Sullivan, Receiver Of Taxes

Date: December 28, 2011



# TOWN OF LAGRANGE HIGHWAY DEPARTMENT

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

DATE: December 20, 2011  
TO: The Town Board  
FROM: Michael Kelly  
RE: Request to go out for Re-Bids on "2011-2012 Road Sweeping"

Town Board,

I am requesting permission to go out to Re-Bid for the "2011-2012 Road Sweeping" Contract. Bids will be available the week of January 9, 2012.

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

Thank you,

Michael Kelly,  
Highway Superintendent

**received**  
12/20/11

**RESOLUTION**

IT IS HEREBY RESOLVED that Van DeWater & Van DeWater, LLP, Kyle W. Barnett, Esq., of counsel, is authorized to enter into a Stipulation of Settlement settling the tax certiorari proceedings brought by GBR Titusville LLC against the Town of LaGrange from 2008 through 2011 and to sign such other and further papers as are necessary to effectuate the settlement, said refunds to be without interest if paid within sixty (60) days of service of a copy of the Judgment with notice of entry.

Dated: LaGrangeville, New York  
December 28 2011

MOVED BY:                    Councilman Polhemus

SECONDED BY:                Councilman Jessup

AYES:                                 5

NAYES:                                0

## Original proposal- Dated 11/15/2011

We got a settlement offer on GBR Titusville. Not sure if you remember the property? It is at the North West corner of Titusville and Noxon Road. I have attached the Parcel Access listing for your review.

It is a 15.7 ac parcel of vacant land. It is zoned Commercial but a large portion is in the wetlands. I consulted w/ Don and he felt the numbers they are proposing are slightly higher than where he would come in. We got them to drop 2008 which is a savings of \$1,082.80 That is due, in part, by the efforts of Don McGrath.

Here is the current proposal in which I am agreeing to settle at-

2008- assessed at \$1,262,800 Dropped

2009- Assessed @\$1,262,800 reduced to \$694,105= refund of \$1,263.27

2010- Assessed @\$1,200,000 reduced to \$694,105= refund of \$1,344.78

2011- Assessed @\$1,200,000 reduced to \$659,500= refund of \$1,523.46

**Estimated total refund= \$4,131.51**

Please make the other members of the Board aware of this upcoming consideration.

## Gbr Titusville-Current/Resolution

Currently assessed at \$1,200,000

2008 Drop	Reduction-0	Refund\$0
2009 \$1,000,000	Reduction-\$-262,800	Refund-\$478
2010 \$750,000	Reduction-\$450,000	Refund-\$918
2011 \$600,000	Reduction-\$600,000	Refund-\$1,386

**Total estimated refund- \$2,782**

*D'ACHILLE & ASSOCIATES*

# Addendum

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## Policies and Procedures

Rae D'Achille

12/31/2010

## *ADDENDUM*

### **CRITERIA:**

- A. The Board and Town officials are responsible for making sound financial decisions that are in the best interest of the Town and taxpayers, and for performing management activities necessary to help maintain the Town's sound financial condition.
- B. The Board must adopt structurally balanced budgets that provide for sufficient recurring revenues to finance recurring expenditures.
- C. The Board also must monitor budgets during the year and make budgetary amendments that become necessary due to revenue shortfalls or actual costs exceeding the appropriations provided for in the adopted budgets.
- D. Accountability over financial resources is greatly diminished when accounting records are inaccurate and incomplete. The financial decisions that the Board must make will be negatively impacted if financial reports or statements are developed from incomplete and inaccurate records.
- E. The Comptroller must maintain accurate and up-to-date accounting records and reports and file annual financial reports on a timely basis.

### **CONDITION:**

- A. The Supervisor and Town Board have consistently enacted sound financial decisions and performed management activities that are in the best interest of the Town and its taxpayers.
- B. The financial good health of the Town is primarily due to the consistent adoption of structurally balanced budgets.
- C. The Supervisor and the Comptroller, continually monitor the budget and enact solutions to address any revenue shortfall and overspent (or approaching overexpenditure) appropriations.
- D. The Town of LaGrange's accounting records are consistently accurate and complete and provide the governing Board with more than adequate information to make financial decisions.
- E. The Comptroller generally maintains accurate and up to date accounting records and file the Annual Financial Report to the Board and the Office of the State Comptroller on a timely basis.

### **CAUSE:**

The Supervisor, Town Board, and the Comptroller have consistently endeavored to improve the flow of Financial Resources for the Town. This endeavor, primarily instigated by the Supervisor, is comprised of a system of Internal Controls, a limited increase in Finance Staff and an increased request for accountability from Town employees.

**EFFECT:**

- We found that the Town's financial condition is generally positive. The assets of the Town of LaGrange, New York exceeded its liabilities at the close of the fiscal year by \$575,372 (net assets).
- The government's total net assets increased by \$1,111,799 primarily due to the operating surpluses in the Town's major operating funds.
- As of the close of the fiscal year, the Town of LaGrange, New York's governmental funds reported combined ending fund balances of \$(3,533,483), an increase of \$508,442 in comparison with the prior year.
- At the end of the fiscal year, unreserved fund balance for the General Fund was \$1,071,733 or 28% of total general fund expenditures for the year.
- The Town's total debt decreased by \$330,579 (1.4%) during the year. The Town issued \$1,375,032 in new debt that consisted of \$200,000 BAN for demolition of a Sewer Plant; \$482,732 for equipment; and \$692,300 for the purchase of an easement. The Town relieved debt (payments) by \$1,705,611.

**RECOMMENDATION:**

The Supervisor, Town Board, and Comptroller should continue to enforce the comprehensive Internal Controls. We included a paper on Internal Control Best Practices for review.