

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

**TOWN BOARD MEETING
February 27, 2013**

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

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

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

The regular meeting of the Town Board was held on Wednesday, February 27, 2013, at 24 Firemen's Way, Town of LaGrange. Supervisor Luna called the meeting to order at 7:00 p.m. The Town Clerk led the flag salute.

Mr. Luna asked for a motion to accept the minutes for February 13, 2013.

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

Agenda

Mr. Luna asked for a motion to re-appoint Paul Bisceglia as Chairman of the Zoning Board of Appeals.

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

Mr. Luna asked for a motion to re-appoint John Gunn as member of the Planning Board.

Councilman Dyal moved to do so, seconded by Councilman Bell. The motion carried unanimously.

Mr. Luna asked for a motion to re-appoint Anthony Cirrone as member of the Ethics Committee.

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

Mr. Luna asked for a motion to appoint Christine O'Reilly-Rao as member of the Economic Development Committee.

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

Resolution: Maintenance of Highway Lighting (SEE ADDENDUM)

Councilman Jessup moved its adoption, seconded by Councilman Bell. The motion carried.

Resolution: Maintenance of Sidewalks for Route 55, Freedom Road and Stringham Road (SEE ADDENDUM)

Councilman Dyal moved its adoption, seconded by Councilman Bell. The motion carried.

Resolution: Maintenance of Landscaped Median and Non-Landscaped Median (SEE ADDENDUM)

Councilman Polhemus moved its adoption, seconded by Councilman Jessup. The motion carried.

Mr. Luna asked for a motion to set a Public Hearing for March 13, 2013 for a proposed sewer collection line pursuant to Town Law §202f. (SEE ADDENDUM)

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

Mr. Luna asked for a motion to set a Public Hearing for March 13, 2013 for a proposed water distribution line pursuant to Town Law §202f. (SEE ADDENDUM)

Councilman Dyal moved to do so, seconded by Councilman Bell. The motion carried.

Mr. Luna stated that due to improvements to the Route 55 corridor, a segment of Stringham Road will become a cul-de-sac.

Councilman Jessup introduced a resolution to name the segment Jon J. Wagner Way in honor of former Supervisor Jon Wagner's long and dedicated service to the Town of LaGrange.

Councilman Polhemus moved to adopt the resolution, seconded by Councilman Bell. The motion carried unanimously. (SEE ADDENDUM)

Mr. Jessup added that he hoped that there could be a formal ceremony with Mr. Wagner family and Town employees when the sign is commemorated.

Mr. Luna asked for a motion to set a Public Hearing for Local Law 1 of 2013 to amend the Zoning Map designation to allow for the establishment of a PDD - Daley Farm.

Councilman Dyal made a motion to set the Public Hearing for March 27, 2013, seconded by Councilman Jessup. The motion carried. (SEE ADDENDUM)

Mr. Luna asked the Town Board for a motion to accept the Negative Declaration for the Sleight Farm property which will be preserved as Open Space. (SEE ADDENDUM)

Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried. Councilman Polhemus recused himself.

Mr. Luna asked the Town Board for a motion for the purchase of the Conservation Easement for Sleight Farm. (SEE ADDENDUM)

Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried. Councilman Polhemus recused himself.

Mr. Luna asked for a motion to approve Maintenance and Performance Bonds in conformance with Phase "A" road dedication for Frank Farm Subdivision Phase I; which establishes a Maintenance Bond in the amount of \$387,677 for the road and public improvements and a Performance Bond in the amount of \$101,250 for Drainage Basin #3. (SEE ADDENDUM) Councilman Jessup moved to approve the request, seconded by Councilman Bell. The motion carried

Mr. Luna asked for Board authorization to execute a proposed agreement for court security between the Town of LaGrange and Pagonos - O'Neill, Inc.; effective February 26, 2013. Councilman Jessup moved to approve the request, seconded by Councilman Polhemus. The motion carried. (SEE ADDENDUM)

Supervisor Luna asked for a motion to amend the Standard Workday Resolution to complete missing information in the "Term Begins/Ends column and the ROA information for the Highway Superintendent. This will amend the minutes from January 23, 2013. (SEE ADDENDUM)

Councilman Polhemus so moved, seconded by Councilman Dyal. The motion carried.

Supervisor Luna asked the Board to consider a partial refund of a subdivision application fee of \$1,000.00 to a property owner in Organ Hill Subdivision. The project has been downsized since FEMA classified the property as partially unviable. (SEE ADENDUM)

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

The Foundation for Vassar Brothers Medical Center requested permission to hold its Annual Triathlon at Freedom Park on Saturday, September 7, 2013 from 8:00 am to 10:00 am. Councilman Dyal moved to approve the request, seconded by Councilman Polhemus. The motion carried.

Committee Reports

Water and Sewer

No Report

Recreation

Councilman Polhemus stated that the Committee met this past Monday to discuss various options for the Jon J. Wagner Memorial Fund which is now around \$5,678. He added that the Recreation Director will attend the next workshop meeting to go over some of the suggestions with the Board.

Open Space

Councilman Jessup congratulated Elliot Sleight and thanked him for his patience. He thanked Karin Roux of the Dutchess Land Conservancy for her help and for the grant she helped secure for the purchase of the farm.

Highway

No report

Town Attorney

No comment

Public Works

Ms. Livigni stated that DOH had inspected the Grandview district and was glad to hear that the pump station will be modified. She added that Environmental Consultants has been doing a great job.

Messrs. Luna, Jessup, and Dyal added their thanks for the work Environmental Consultants does for the Town.

Diana Campaglione from Environmental Consultants stated that the water main break in the Grandview District was repaired pretty quickly after they were able to reach it (it was 10 feet underground).

Town Board Comment

Councilman Dyal stated that he had run on Open Space and after carefully studying the proposal for purchase of the Conservation Easement for Sleight Farm, he realized it was a good idea. He added that it would have a positive impact on Sprout Creek Farm.

Mr. Dyal wanted the record to reflect the passing of Bucky Flint. Mr. Flint had served the Town on the Town Board as well as the ZBA. He also coached soccer in the Town.
Mr. Luna agreed with Mr. Dyal.

Public Comment

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

Ms. Pinello Kaley of the LaGrange library could not stay for the meeting, but asked that the record reflect that the library will be hosting a “drop – in” Math Help Center for grades 3 - 8 on Wednesdays from 6:30 – 7:30 pm.

Ms. Roux of the DLC thanked the Board for its work on the Conservation Easement for Sleight Farm.

Mr. Luna thanked Ms. Roux for her help and especially for securing the grant money for the purchase.

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

Mr. Luna asked for a motion to adjourn the meeting.

Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried unanimously.

The meeting adjourned at 7:28 p.m.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Resolution: Maintenance of Highway Lighting Route 55
- Resolution: Maintenance of Sidewalks Route 55, Freedom Road, Stringham Road
- Resolution: Landscaped Median and Non-Landscaped Median Route 55
- Resolution: Sewer Collection Line Route 55
- Resolution: Water Distribution Line Route 55
- Resolution: Re-Naming Stringham Road Cul-de-sac
- Resolution: Local Law 1-2013 Daley Farm PDD
- Negative Declaration: Sleight Farm
- Conservation Easement; Sleight Farm
- Letter: Frank Farm Subdivision Phase I Performance Bond & Maintenance Bond
- Resolution: Court Security Pagones - O'Neill
- Amended Resolution: Standard Workday Reporting
- Memo: Organ Hill Subdivision Property

LAGRANGE TOWN BOARD
RESOLUTION TO MAINTAIN HIGHWAY LIGHTING
Highway Identified as Route 55, S.H. 8363

Councilman Jessup introduced the following resolution which was seconded by Councilman Bell

Resolution of the Board of Trustees of the Town of LaGrange agreeing to maintain, repair and energize a Highway Lighting System on or along Route 55 within the geographical jurisdiction of the Town of LaGrange, such highway identified as Route 55, Town of LaGrange, County of Dutchess.

WHEREAS, the State of New York Department of Transportation proposes to construct a highway lighting system identified as Route 55, Town of LaGrange, County of Dutchess, within the geographical jurisdiction of the Town of LaGrange, and

WHEREAS, the Town of LaGrange approves of such project and desires that the project include sidewalks and sidewalk lighting on such highway within its geographical jurisdiction, and

WHEREAS, the State of New York has agreed to provide sidewalk lighting as a part of the project the following items in connection with a street lighting system:

1. Underground duct system, including conduits, pull boxes, hand holes and drainage pockets.
2. Ducts, pull boxes and anchor bolts on structures.
3. Foundation for light standards.
4. Light standards and bracket arms if any.
5. Luminaries, wiring switches and ballasts and all other components necessary to complete the sidewalk lighting system,

provided that the Town of LaGrange agrees to maintain, repair and energize such sidewalk highway lighting system for a period of 20 years or until such lighting and/or the maintenance of such lighting system is no longer necessary.

NOW, THEREFORE, THE Board of Trustees duly convened, does hereby

RESOLVE, the Town of LaGrange approves of the above subject project; and it is hereby further

RESOLVED, that the Town of LaGrange shall maintain, repair and energize such highway lighting system under the terms of an agreement with the NYS DOT, and it is hereby further

RESOLVED, that the Board of Trustees of the Town of LaGrange hereby authorizes the Supervisor of the Town of LaGrange to enter into and execute an Agreement with the State of New York and through the Commissioner of Transportation in the form of agreement annexed hereto, or in such form of agreement having substantially the same or similar conditions, to commit the Town of LaGrange to maintain, at its own expense, the lighting system on the above-identified project, such agreement to provide that the maintenance shall include the repair and replacement of equipment and the furnishing of electric current for the lighting system, and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to transmit five (5) certified copies of the foregoing resolution to the State Department of Transportation.

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

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

DATED: LaGrangeville, New York
February 27, 2013



CHRISTINE O'REILLY-RAO Town Clerk

**AGREEMENT FOR MAINTENANCE, REPAIR
AND ENERGIZING OF HIGHWAY LIGHTING FOR**
State Highway Identified as Route 55, S.H. 8364

This Agreement made this 1st day of MARCH, 2013 by and between the People of the State of New York (hereinafter referred to as "STATE") acting by and through the Commissioner of Transportation (hereinafter referred to as "COMMISSIONER") whose principal office is in the Administration and Engineering Building, 50 Wolf Road, in the City and County of Albany, State of New York, and the MUNICIPALITY OF the Town of LaGrange (hereinafter referred to as "MUNICIPALITY") acting by and through the Supervisor, whose principal office is at 120 Stringham Road, LaGrangeville, NY, 12540.

WITNESSETH:

WHEREAS, the COMMISSIONER proposes to construct a state highway pursuant to the New York State Highway Law, such highway being identified as Route 55, Town of LaGrange, County of Dutchess within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that the STATE does not have the funds available to maintain, repair and energize a lighting system for such highway, and

WHEREAS, the MUNICIPALITY desires to have sidewalk lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have sidewalk lighting on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY will have to maintain, repair and energize such lighting at its own expense, and

WHEREAS, the MUNICIPALITY, by Resolution adopted at a meeting held on February 27, 2013, approved the above-identified project and the terms and provisions of the Agreement and has further authorized the Supervisor of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY.

(Copy of such Resolution is attached and made a part of this Agreement), and

**AGREEMENT FOR MAINTENANCE, REPAIR
AND ENERGIZING OF HIGHWAY LIGHTING FOR**
State Highway Identified as Route 55, S.H. 8364

WHEREAS, the MUNICIPALITY and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway sidewalk lighting system.

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows, viz:

1. The COMMISSIONER shall provide for the furnishing and placing of the following items in connection with a Highway sidewalk lighting system on the above-identified highway:
 - a. Underground duct system, including conduit, pull boxes, hand holes and drainage pockets.
 - b. Ducts, pull boxes and anchor bolts on structures.
 - c. Foundation for light standards
 - d. Light standards and bracket arms, if any.
 - e. Luminaries, wiring, switches and ballasts and all other components necessary to complete the sidewalk lighting system.

All of the above-identified items shall be and continue to be the property of the State of New York.

2. Upon completion of construction of the above-identified highway, the MUNICIPALITY shall, at its own expense, maintain the sidewalk lighting system on or along such highway in accordance with the current Pole Attachment Agreement, only if applicable to sidewalk lighting, between NYSDOT and the utility company(s) involved. Such maintenance shall include, but not be limited to:
 - a. Repair of equipment which may be damaged from any cause whatsoever.
 - b. Replacement of equipment which may be damaged from any cause whatsoever, such replacement material to be of equal character to the replaced equipment.
 - c. Furnishing electric current for the lighting system during the customary night hours of each day of the year, at no cost or obligation to the STATE.
 - d. Pole attachment fees, only if applicable to sidewalk lighting, are the responsibility of the MUNICIPALITY. Payment of such fees are to be made in accordance with the current Pole Attachment Agreement between NYSDOT and the utility company(s) involved.

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The MUNICIPALITY shall continue to maintain the lighting system for a period of 20 years or until such time as the COMMISSIONER, in his discretion, determines that such lighting and/or the maintenance of such lighting system is no longer necessary.

In the event the MUNICIPALITY, without the prior consent of the COMMISSIONER, discontinues the energizing or discontinues payment for the energizing of the highway lighting system, which results in the STATE being required to pay the Federal government any moneys, as a penalty of otherwise, the MUNICIPALITY, upon notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment.

Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description resulting from the discontinuance of the energizing of the discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

3. The COMMISSIONER or his representative may periodically inspect the highway lighting system provided and installed under the above identified project number to ascertain that the lighting system is being maintained in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies, within thirty (30) days receipt of such notification, the COMMISSIONER or his representative shall arrange for a meeting to be held with the authorized representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.
4. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject to the

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AND ENERGIZING OF HIGHWAY LIGHTING FOR**
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MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally-aided and Federally-reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally-aided project for which the MUNICIPALITY would have maintenance responsibility shall be approved until such time as the lighting system is restored to the level and condition of maintenance required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of STATE AID for other MUNICIPAL projects.

5. The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such agreement to any person, company, or corporation without previous consent in writing of the COMMISSIONER, except as herein provided and by Resolution attached hereto.

Appendix A, Standard Clauses for all N.Y. State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

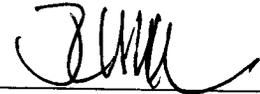
**AGREEMENT FOR MAINTENANCE, REPAIR
AND ENERGIZING OF HIGHWAY LIGHTING FOR**
State Highway Identified as Route 55, S.H. 8364

IN WITNESS WHEREOF, the STATE has caused this Instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its Supervisor.

Approved as to form and content: MUNICIPALITY OF the Town of LaGrange



By: ROWAN P. C. CASS, JR.
Municipal Attorney

By: 

JOSEPH LUNA, Supervisor

Approved as to form:

Attorney General

By: _____
Assistant Attorney General

The People of the State of New York

By: _____
Commissioner of Transportation

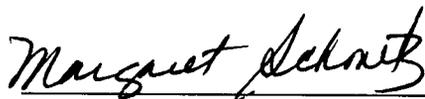
Recommended by:

Contracts Bureau

**AGREEMENT FOR MAINTENANCE, REPAIR
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State Highway Identified as Route 55, S.H. 8364

STATE OF NEW YORK)
)
COUNTY OF *Dutchess*)

On this 1 day of March , 2013 before me personally came JOSEPH LUNA to me known, who, being by me duly sworn did depose and say that he is the Supervisor of the Municipal Corporation described in and which executed the above instrument is such corporate seal, that it was affixed by order of the Legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on 27 Feb. , 2013, and to which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.



Notary Public

MARGARET SCHMITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6220139
Qualified in Dutchess County
My Commission Expires April 12, 2014

STATE OF NEW YORK)
)
COUNTY OF)

On this ____ day of _____, 201_ before me personally came _____ to me known and known to me to be the COMMISSIONER of Transportation of the State of New York and the same person described in and who executed the same as COMMISSIONER pursuant to the Statute in such case provided.

Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

RESOLUTION BY TOWN BOARD
TOWN OF LAGRANGE
DUTCHESS COUNTY

MAINTENANCE OF SIDEWALKS

RESOLUTION #2013-02-27B

Councilman Dyal introduced the following resolution which was seconded by Councilman Bell

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of ROUTE 55, FREEDOM ROAD, and STRINGHAM ROAD: PIN 8391.40 S.H. 8364, County of Dutchess,

WHEREAS, the State will include as part of the improvement of the above mentioned project the construction of sidewalks, pursuant to Section 10, Subdivision 22, Section 46, or Section 349-c of the Highway Law, and will provide for the reconstruction of existing sidewalks pursuant to Section 10, Subdivision 24 of the Highway Law, as shown on the contract plans relating to the project and

WHEREAS, the New York State Department of Transportation will provide for the new construction and reconstruction of the above mentioned work, as shown on the contract plans relating to the project,

NOW, therefore,

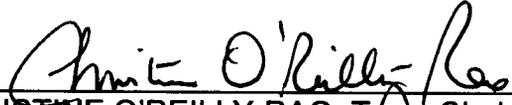
BE IT RESOLVED: that the TOWN OF LAGRANGE approves the construction and reconstruction of such sidewalks and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the TOWN OF LAGRANGE will maintain or cause to be maintained the newly constructed, reconstructed sidewalks, and pedestrian walkways located in the median, performed as above stated and as shown on the contract plans, including the control of snow and ice.

BE IT FURTHER RESOLVED: that the Clerk of this Board is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

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

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

DATED: LaGrangeville, New York
February 27, 2013



CHRISTINE O'REILLY-RAO, Town Clerk

RESOLUTION BY TOWN BOARD
TOWN OF LAGRANGE
DUTCHESS COUNTY

MAINTENANCE OF LANDSCAPED MEDIAN AND NON-LANDSCAPED MEDIAN

RESOLUTION # 2013-02-27C

Councilman Polhemus introduced the following resolution which was seconded by Councilman Jessup

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvements of ROUTE 55, FREEDOM ROAD, and STRINGHAM ROAD within the geographical jurisdiction of the Town of LaGrange under PIN 8391.40, S.H. 8364, County of Dutchess, and

WHEREAS, the New York State Department of Transportation will include landscaping construction (planting of trees, shrubs, planting beds, grass and stamped asphalt treatments) within the highway boundary and the curbed medians, as shown on the contract plans relating to the project.

NOW, THEREFORE, BE IT RESOLVED, that the TOWN OF LAGRANGE approves the placement of such landscaping (trees, shrubs, planting beds, grass and stamped asphalt treatments) on the above project, and as shown on the contract plans, relating to the project, and that the TOWN OF LAGRANGE will maintain the landscaping (trees, shrubs, planting beds, grass and stamped asphalt treatment; including necessary mowing, mulching, weeding, pruning, replacement repair) placed as above stated and as shown on the contract plans;

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

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

Supervisor Luna AYE

Councilman Jessup AYE

Councilman Polhemus AYE

Councilman Dyal AYE

Councilman Bell AYE

DATED: LaGrangeville, New York
 February 27, 2013



CHRISTINE O'REILLY-RAO, Town Clerk

ORDER CALLING FOR PUBLIC HEARING
TOWN OF LAGRANGE

Councilman Dyal introduced the following resolution which was seconded by Councilman Jessup

WHEREAS, the New York State Department of Transportation ("NYSDOT") is currently engaged in a project to reconstruct portions of New York State Route 55 in the Freedom Plains section of the Town of LaGrange, more particularly project PIN 8391.40 S.H. 8364, County of Dutchess; and

WHEREAS, the Town currently maintains existing sewer improvement districts; and

WHEREAS, the Town of LaGrange wishes to have installed, as a public betterment, a sewage collection line across the right of way of Route 55 during, and as a part of, the State's reconstruction and improvement of said State highway; and

WHEREAS, the Town has obtained a plan of the proposed improvement, and an estimate of the cost thereof, in the context of design plans and specifications prepared by the NYSDOT, and said plans and estimated cost of the improvements have been reviewed and accepted in writing by the engineering firm of Clark Patterson Lee, as engineers to the Town of LaGrange, by correspondence dated February 25, 2013, with the inclusion of contingency and soft cost items; and

WHEREAS, based upon the aforesaid plan and estimate of costs, the Town Board determines to hold a public hearing for

the proposed improvement pursuant to Section 202-f of the Town Law of this State; and

WHEREAS, the Town Board shall determine, after such public hearing and upon the evidence given thereat, whether it is in the public interest to have constructed at Town expense the sewer collection improvement as a public betterment as part of the NYSDOT project.

NOW, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board will proceed, pursuant to section 202-f of the Town Law, to hold a public hearing to determine whether it is in the public interest to undertake an expenditure which, with the inclusion of soft costs and contingency, is not to exceed \$59,900.00 for the sewer collection line identified in the plan and cost estimate of Clark Patterson Lee dated February 25, 2013.

2. The public hearing will be held at the temporary Town Offices, 24 Fireman's Way, Poughkeepsie, New York, 12603 on March 13, 2013 at 7:00 p.m., prevailing time, in accordance with the annexed notice of public hearing, at which time and place the Town Board will hear all persons interested in the subject.

3. The Town Clerk of the Town of LaGrange is hereby authorized and directed to cause the notice of said public hearing to be published in an official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be given not less than 10 days, and not more than 20 days before the date of public hearing, in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of LaGrange, Dutchess County, New York, will meet at 24 Fireman's Way, Poughkeepsie, New York on March 13, 2013 at 7:00 p.m., prevailing time, for the purpose of conducting a public hearing relating to a New York State Department of Transportation plan and cost estimate (confirmed, with soft costs for legal and engineering, and contingency, added, by report of Clark Patterson Lee dated February 25, 2013 on file with the Town Clerk) for an expenditure by the Town not to exceed \$59,900.00, including soft costs, for a public betterment consisting of a sewer collection line crossing of Route 55 as part of a reconstruction of that State highway, at which time and place said Town Board will hear all persons interested in the subject thereof and concerning the same.

DATED: LaGrangeville, New York
February 27, 2013



Christine O'Reilly-Rao
Town Clerk

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

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

DATED: LaGrangeville, New York
February 27, 2013



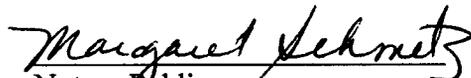
Christine O'Reilly-Rao
Town Clerk

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

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 28th day of February, 2013, I duly caused a copy of the attached Notice of Public Hearing for a water distribution line across the right of way of Route 55 to be conspicuously posted on the sign-board maintained by the Clerk's Office at 24 Firemen's Way in the Town of Lagrange.


Christine O'Reilly-Rao, Town Clerk

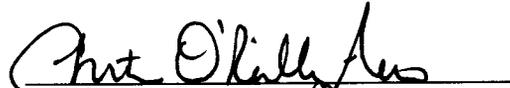
Sworn to before me this
4th Day of March, 2013


Notary Public

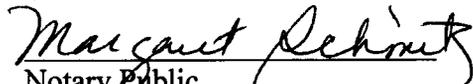
MARGARET SCHMITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6220139
Qualified in Dutchess County
My Commission Expires April 12, 2014

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

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 28th day of February, 2013, I duly caused a copy of the attached Notice of Public Hearing for a water distribution line across the right of way of Route 55 to be conspicuously posted on the sign-board maintained by the Clerk's Office at 24 Firemen's Way in the Town of Lagrange.


Christine O'Reilly-Rap, Town Clerk

Sworn to before me this
4th Day of March, 2013


Notary Public

MARGARET SCHMITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6220139
Qualified in Dutchess County
My Commission Expires April 12, 2014

ORDER CALLING FOR PUBLIC HEARING
TOWN OF LAGRANGE

Councilman Dyal introduced the following resolution which was seconded by Councilman Bell

WHEREAS, the New York State Department of Transportation ("NYSDOT") is currently engaged in a project to reconstruct portions of New York State Route 55 in the Freedom Plains section of the Town of LaGrange, more particularly project PIN 8391.40 S.H. 8364, County of Dutchess; and

WHEREAS, the Town currently maintains existing water improvement districts and water improvement areas; and

WHEREAS, the Town of LaGrange wishes to have installed, as a public betterment, a water distribution line across the right of way of Route 55 during, and as a part of, the State's reconstruction and improvement of said State highway; and

WHEREAS, the Town has obtained a plan of the proposed water line improvements, and an estimate of the cost thereof, in the context of design plans and specifications prepared by the NYSDOT, and said plans and estimated cost of the water line improvements have been reviewed and accepted in writing by the engineering firm of Clark Patterson Lee, as engineers to the Town of LaGrange, by correspondence dated February 26, 2013, with the inclusion of contingency and soft cost items (the "CPL Report"); and

WHEREAS, based upon the aforesaid plan and estimate of costs, the Town Board determines to hold a public hearing for

the proposed water line improvements pursuant to Section 202-f of the Town Law of this State; and

WHEREAS, the Town Board shall determine, after such public hearing and upon the evidence given thereat, whether it is in the public interest to have constructed the water line improvements as a public betterment as part of the NYSDOT project; and

WHEREAS, the Town does not intend to authorize these water line improvements in the absence of a binding and collateralized obligation on the part of the private sector participants BRH Land, LLC and/or 1100 Route 55, LLC of 6 Old Plank Road, Newburgh, New York 12550, whose real properties in the Town lie to the south of Route 55 and will be principally benefitted, to defray timely and in full all costs of the water line improvements levied by the NYSDOT upon the Town for this public betterment.

NOW, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board will proceed, pursuant to section 202-f of the Town Law, to hold a public hearing to determine whether it is in the public interest to make an expenditure which, with the inclusion of soft costs and contingency, is not to exceed \$117,000 for the water line improvements identified in the CPL Report, and upon condition of a binding and collateralized obligation on the part of BRH Land, LLC and/or 1100 Route 55, LLC of 6 Old Plank Road, Newburgh, New York 12550 to defray timely and in full all costs of the water line improvements levied by the NYSDOT upon the Town.

2. The public hearing will be held at the temporary Town Offices, 24 Fireman's Way, Poughkeepsie, New York, 12603 on March 13, 2013 at 7:00 p.m., prevailing time, in accordance with the annexed notice of public hearing, at which time and place the Town Board will hear all persons interested in the subject.

3. The Town Clerk of the Town of LaGrange is hereby authorized and directed to cause the notice of said public hearing to be published in an official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be given not less than 10 days, and not more than 20 days before the date of public hearing, in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of LaGrange, Dutchess County, New York, will meet at the temporary Town Offices, 24 Fireman's Way, Poughkeepsie, New York on March 13, 2013 at 7:00 p.m., prevailing time, for the purpose of conducting a public hearing relating to a New York State Department of Transportation plan and cost estimate (confirmed, with soft costs for legal and engineering, and contingency, added, by report of Clark Patterson Lee dated February 26, 2013 and on file with the Town Clerk) for an expenditure by the Town not to exceed \$117,000, including contingency and soft costs, for a public betterment consisting of a water distribution line crossing Route 55 as part of a reconstruction of that State highway in the Freedom Plains section of the Town, and upon condition that the expenditure be the subject of a binding and collateralized obligation on the part of BRH Land, LLC and/or 1100 Route 55, LLC of 6 Old Plank Road, Newburgh, New York 12550 to defray timely and in full all costs of the water line improvements levied by the NYSDOT upon the Town for this public betterment, at which time and place said Town Board will hear all persons interested in the subject thereof and concerning the same.

DATED: LaGrangeville, New York
February 27, 2013



Christine O'Reilly-Rao
Town Clerk

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

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

DATED: LaGrangeville, New York
February 27, 2013



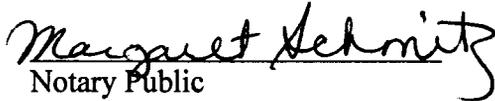
Christine O'Reilly-Bao
Town Clerk

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

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 28th day of February, 2013, I duly caused a copy of the attached Notice of Public Hearing for a sewage collection line across the right of way of Route 55 to be conspicuously posted on the sign-board maintained by the Clerk's Office at 24 Firemen's Way in the Town of Lagrange.


Christine O'Reilly-Rao, Town Clerk

Sworn to before me this
4th Day of March, 2013


Notary Public

MARGARET SCHMITZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6220139
Qualified in Dutchess County
My Commission Expires April 12, 2014

RESOLUTION

Councilman Jessup introduced the following resolution:

WHEREAS, the New York State Department of Transportation proposes construction, reconstruction and improvements of Route 55 and Stringham Road in the Town of Lagrange and,

WHEREAS, a segment of Stringham Road will become a cul-de-sac as a result of said improvements,

NOW THEREFORE BE IT RESOLVED, that the cul-de-sac be re-named Jon J. Wagner Way to honor and commemorate former Supervisor Wagner's service to the Town of LaGrange.

Motion: Councilman Polhemus

Second: Councilman Bell

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

The Motion Carried Unanimously

Dated: February 27, 2013

Town of LaGrange



Christine O'Reilly-Rao
Town Clerk

RESOLUTION

WHEREAS, Councilman Dyal introduced the following local law for the Town of LaGrange entitled

TOWN OF LAGRANGE LOCAL LAW NO. ___ OF THE YEAR 2013.

A LOCAL LAW OF THE TOWN OF LAGRANGE,
DUTCHESS COUNTY, NEW YORK, CONDITIONALLY
AMENDING THE ZONING MAP DESIGNATION OF
CERTAIN PROPERTY CURRENTLY ZONED R-40/60/80
AT OR NEAR TITUSVILLE ROAD AND DAVIS ROAD TO
THE NORTH, NOXON ROAD TO THE EAST, COLLEEN
COURT TO THE SOUTH AND DALEY ROAD TO THE
WEST TO ALLOW FOR THE ESTABLISHMENT OF A
PLANNED DEVELOPMENT DISTRICT ("PDD"), TO BE
NAMED "PDD-DALEY FARMS" FOR A MIX OF
RESIDENTIAL USES AND OPEN SPACE IN
ACCORDANCE WITH CONCEPT PLANS OF
DEVELOPMENT, PREPARED BY MORRIS ASSOCIATES
P.S., L.L.C., BEARING RESPECTIVE LAST
REVISION DATES OF MAY 2, 2012 AND OCTOBER
18, 2012.

BE IT ENACTED by the Town Board of the Town of LaGrange as

Resolution of Introd of DaleyPDD.DOC

follows:

Section 1. Pursuant to Section 240-33 of Chapter 240 of the Code of the Town of LaGrange, the Zoning Map of the Town of LaGrange is conditionally amended to substitute the designation of a Planned Development District (entitled "PDD---Daley Farms") in place of the current designation of R-40/60/80 for the real property described within Appendix "A" attached hereto, for the exclusive purpose of accommodating mixed residential and open space development substantially of the scope, scale, design, type and nature as (i) laid out within a concept plans of development as follows: plan entitled Conceptual Utility Plan South prepared by Morris Associates, P.S., L.L.C., bearing last revision date of October 18, 2012 for Daley Farms Planned Development District and plan entitled Conceptual Utility Plan North prepared by Morris Associates, P.S., L.L.C., bearing last revision date of May 2, 2012 for Daley Farms Planned Development District, and (ii) analyzed within a Findings Statement adopted by the Town of LaGrange Planning Board under the State Environmental Quality Review Act ("SEQRA") on October 18, 2012.

Section 2. The bulk regulations and coverage limitations for this PDD---Daley Farms shall be as follows:

**SCHEDULE OF BULK REGULATIONS AND COVERAGE LIMITATIONS FOR
PLANNED DEVELOPMENT DISTRICT – DALEY FARMS
[“PDD – DALEY FARMS”]¹**

Category:	Single Family	Townhouse
Minimum single-family lot area	12,000 sq ft	NA
Minimum Townhouse Lot Area	NA	3,150 sq. ft; 5,000 sq. ft ²
Minimum width of lot along building line	100 ft	20 ft
Minimum width of lot at any point	50 ft	20 ft
Minimum dimension of square on lot	80 ft	NA
Minimum lot frontage on Town r-o-w line	50 ft	20 ft
Maximum number of stories on a building	3	3
Maximum height of a building or structure	35 ft	35 ft
Minimum dimensions from:		
Front yard -Town Road	25 ft	10 ft
Rear yard	20 ft	20 ft
Side yard	10 ft	10 ft ³
Maximum lot coverage by buildings as percent of lot area	20%	NA
Maximum floor area of buildings as percent of lot area	30%	NA
Maximum total lot coverage as percent of lot area (buildings, structures, outdoor deposit, paving)	35%	NA
Minimum floor area of dwelling	1,000 sq. ft	1,000 sq ft
Minimum Distance Between Buildings	NA	20 ft

¹ The identified dimensions pertain to minimum /maximum for individual lots.

² 3,150 sq. ft. applies to internal townhouse units. 5,000 sq. ft. applies to external (end) townhouse units.

³ Minimum side yard dimension apply to external (end) townhouse units.

Section 3. This local law is contingent upon issuance by the LaGrange Planning Board of project development plan approval, pursuant to Section 240-33(C) (3) of the Town Code, for Resolution of Introd of DaleyPDD.DOC

development which does not exceed the scope of, and which is substantially of the same scale, design, type and nature as, the development indentified within the concept plans of development identified within Section 1 of this local law as analyzed in the Findings Statement under SEQRA identified within Section 1 of this Local Law. In the event that such project development plan approval is not issued by the Planning Board, the zoning district designation of the subject real property shall revert to R-40/60/80 upon resolution of the Town Board recognizing of the denial of project development plan approval by the Planning Board and the effect thereof under this local law.

Section 4. This local law shall be contingent upon, and shall incorporate by reference, any conditions to approval of this legislative action set forth by the Town Board within the Findings Statement made by the Town Board under the State Environmental Quality Review Act and, in the event of the failure of adherence to such conditions, the zoning district designation of the subject real property shall revert to R-40/60/80 upon resolution of the Town Board recognizing and indentifying the failure of a condition or conditions imposed within said Findings Statement.

Section 5. This local law shall be conditioned upon the formulation and execution of binding land covenants running with
Resolution of Introd of DaleyPDD.DOC

the land, in a form acceptable to the Town Board, pursuant to which the lake and lake shore of the subject real property comprising Appendix "A" shall remain under private ownership but shall nonetheless be accessible for use and enjoyment by the public to the degree identified and established within the land covenants which shall impose no costs or obligations upon the Town.

Section 6. This local law will take effect upon the filing with the Secretary of State as prescribed by law.

WHEREAS, Supervisor Luna advised the Town Board that, pursuant to the Municipal Home Rule Law of the State of New York, it was necessary to hold a public hearing upon this local law. He offered the following resolution which was seconded by Councilman Jessup, who moved its adoption:

LET IT BE RESOLVED, that a public hearing be held in relation to the proposed changes as set forth in the form notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the 24 Firemen's Way, Town of LaGrange , New York on March 27, 2013, at 7:00 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,
Resolution of Introd of DaleyPDD.DOC

at least five (5) days before such hearing and that such 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 temporary Town Offices, 24 Firemen's Way, Poughkeepsie, New York 12603 on March 27, 2013, at 7:00 o'clock p.m. prevailing time, on a proposed Local Law No. __ of the year 2013, A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, CONDITIONALLY AMENDING THE ZONING MAP DESIGNATION OF CERTAIN PROPERTY CURRENTLY ZONED R-40/60/80 AT OR NEAR TITUSVILLE ROAD AND DAVIS ROAD TO THE NORTH, NOXON ROAD TO THE EAST, COLLEEN COURT TO THE SOUTH AND DALEY ROAD TO THE WEST TO ALLOW FOR THE ESTABLISHMENT OF A PLANNED DEVELOPMENT DISTRICT ("PDD"), TO BE NAMED "PDD-DALEY FARMS" FOR A MIX OF RESIDENTIAL USES AND OPEN SPACE IN ACCORDANCE WITH CONCEPT PLANS OF DEVELOPMENT, PREPARED BY MORRIS ASSOCIATES P.S., L.L.C., BEARING RESPECTIVE LAST REVISION DATES OF MAY 2, 2012 AND OCTOBER 18, 2012.

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law, and the aforesaid concept plans for a PDD-Daley Farms will be available for examination at the office of the Clerk of the Town of LaGrange, at the aforesaid temporary offices of the Town between the hours of 8:30 a.m. and 4:00 p.m. on all business days with the exception of Tuesdays when the Resolution of Introd of DaleyPDD.DOC

hours are 8:00 a.m. to 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
February 27, 2013


CHRISTINE O'REILLY-RAO, TOWN CLERK

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

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

Dated: LaGrangeville, New York
February 27, 2013


CHRISTINE O'REILLY-RAO
TOWN CLERK, TOWN OF LAGRANGE

APPENDIX "A"

**LEGAL DESCRIPTION OF
DALEY FARMS EAST**

MA # 204035.000

Tax Parcels 133400-6360-03-081270, 133400-6360-03-099220, 133400-6360-03-229310
02/02/13

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York more particularly described as follows:

BEGINNING at point located on the southerly bounds of Davis Road and the northwest corner of the herein described parcel, said point also being located on the westerly bounds of the lands, now or formerly, of Sheth (Deed Liber 1729, Page 431); thence southeasterly along the westerly bounds of said Sheth, the lands of, now or formerly, of LaRue (Doc. #02 2006 6504), Daubman (Deed Liber 1945, Page 298), Gellar (Deed Liber 1924, Page 288) and Cotter (Deed Liber 1986, Page 496) the following six (6) courses:

1. South 12°40'53" East 305.48 feet,
2. South 15°55'33" East 100.00 feet,
3. South 36°12'53" East 104.61 feet,
4. South 48°20'53" East 96.18 feet,
5. South 73°42'53" East 67.10 feet and
6. South 77°05'12" East 334.86 feet

to a point, said point being located on the westerly line of Noxon Road; thence southeasterly along the westerly bounds of said Noxon Road the following two (2) Courses:

1. South 18°22'23" East 431.17 feet and
2. on a curve to the left with the radius of 535.00 feet and an arc length of 295.53 feet

to a point, said point being the northwesterly corner of the lands, now or formerly, of Patel (Deed Liber 1576, Page 350); thence southeasterly along the westerly bounds of said Patel, the lands of, now or formerly, of Silano (Doc. #02 2007 8681), Shah (Deed Liber 1379, Page 787), Robinson (Doc. # 2 2005 4898), Hallisey (Deed Liber 1958, Page 504), Cardone (Deed Liber 2200, Page 1905), Howard (Doc. #02 2008 856) and Nani (Deed Liber 1970, Page 44) the following four (4) courses:

1. South 28°50'33" East 258.91 feet,
2. South 11°22'23" East 500.12 feet,
3. South 10°40'53" East 176.11 feet and
4. South 11°04'33" East 77.23 feet

to a point, said point being the northeast corner of the lands, now or formerly, of the Town of LaGrange; thence southwesterly and southeasterly along the northerly and westerly bounds of the lands of said Town of LaGrange the following six (6) courses:

1. South 82°49'27" West 602.75 feet,
2. South 07°02'33" East 98.88 feet,
3. South 66°21'47" West 65.50 feet,
4. South 54°34'33" East 166.21 feet,
5. South 52°35'13" East 204.39 feet and
6. South 55°52'43" East 83.99 feet

to a point, said point being the northwesterly corner of the lands, now or formerly, of Seigel (Deed Liber 1628, Page 275); thence southwesterly along the westerly bounds of said Seigel the following eight (8) courses:

1. South 43°25'25" West 488.83 feet,
2. South 42°36'315" West 325.58 feet,
3. South 41°32'25" West 76.70 feet,
4. South 45°18'05" West 199.70 feet,
5. South 44°11'15" West 420.87 feet,
6. South 40°34'55" West 345.57 feet,
7. South 43°15'15" West 509.94 feet and
8. South 42°35'05" West 212.54 feet

to a point, said point being the northeast corner of the lands, now or formerly, of Ali (Doc. # 02 2009 3499); thence northwesterly and southwesterly along the northerly bounds of said Ali, and the lands, now or formerly, of Wadhwa (Deed Liber 1843, Page 623), the terminus of Colleen Court, Plambeck Deed Liber 1806, Page 613), Plambeck (Deed Liber 1806, Page 613), Porco Deed Liber 2004, Page 2007), Mooney (Doc. #02 2007 8510) and Tax Sale in Rem 2002 – Dutchess County (Deed Liber 1705, Page 136) the following sixteen (16) courses:

1. North 48°29'44" West 54.96 feet,
2. North 51°22'49" West 136.23 feet,
3. North 48°23'19" West 105.80 feet,
4. North 13°42'49" West 106.92 feet,
5. North 14°27'19" West 339.39 feet,
6. North 12°12'54" West 145.05 feet,
7. North 84°44'04" West 390.04 feet,
8. North 84°24'14" West 167.55 feet,
9. South 45°22'46" West 87.98 feet,
10. South 44°07'56" West 265.08 feet,
11. South 45°29'21" West 197.19 feet,
12. South 42°14'06" West 66.85 feet,
13. North 50°29'44" West 100.04 feet,
14. North 51°18'04" West 304.88 feet,
15. North 46°30'09" West 35.39 feet and
16. North 35°12'43" West 16.78 feet

to a point, said point being located on the easterly line of the lands, now or formerly, of Dutchess County (Deed Liber 1666, Page 184); thence northeasterly and southeasterly along

the easterly bounds of said Dutchess County the following two (2) courses:

1. North 15°33'12" East 3,567.42 feet and
2. South 80°19'18" East 22.12 feet

to a point; thence through the lands, now or formerly, of 266 Titusville Road, LLC. (Doc. # 02 2011 830) South 71°34'29" East 240.85 feet to a point; thence along the northerly bounds of the herein described parcel the following four (4) courses:

1. South 14°49'15" East 367.73 feet,
2. South 41°03'15" East 476.67 feet,
3. North 04°07'07" East 661.43 feet and
4. North 12°52'53" West 132.65 feet

to a point, said point being located on the terminus of Davis Road; thence northeasterly along the southerly bounds of said Davis two (2) courses:

1. North 67°45'17" East 665.63 feet and
2. North 71°44'07" East 323.48 feet

to the point or place of BEGINNING. Containing 223.24 acres of land, more or less.

LEGAL DESCRIPTION OF
DALEY FARMS WEST
MA # 204035.000
Tax Parcel 133400-6260-04-963137
02/02/13

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York more particularly described as follows:

BEGINNING at a point on the westerly bounds of the lands, now or formerly, of Dutchess County (Deed Liber 1666, Page 184) and the northeasterly corner of the lands, now or formerly, of McGrath (Deed Liber 1952, Page 483), said point being located North 65°47'34" West 66.76 feet from the southwest corner of the above mentioned Daley Farms East; thence northwesterly along the northerly bounds of said McGrath the following two (2) courses:

1. North 50°17'22" West 259.93 feet and
2. North 50°41'23" West 171.22 feet

to a point, said point being located on the easterly bounds of Daley Road; thence northeasterly along the easterly line of said Daley Road the following six (6) courses:

1. North 17°23'44" East 39.52 feet,
2. along a curve to the right having a radius of 840.00 feet and an arc length of 308.43 feet,
3. North 38°25'59" East 293.25 feet,
4. North 33°49'12" East 148.94 feet,
5. North 28°13'01" East 284.38 feet and
6. North 07°58'14" East 1.71 feet

to a point, said point being the southwesterly corner of the lands, now or formerly, of Poughkeepsie CSC, LLC. (Doc. #02 2002 4082); thence southeasterly along the southerly bounds of said Petrovits the following two (2) courses:

1. South 44°57'05" East 12.32 feet and
2. South 66°31'19" East 94.32 feet

To a point located on the westerly bounds of said Dutchess County; thence southerly along said bounds South 15°33'13" West 1,186.14 feet to the place or point of BEGINNING containing 6.81 acres of land more or less.

**RESOLUTION
TOWN OF LAGRANGE PLANNING BOARD
DALEY FARM PLANNED DEVELOPMENT DISTRICT**

WHEREAS, the Town of LaGrange Planning Board is the Lead Agency for the review of the Proposed Action known as the Daley Farm Planned Development District under the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Proposed Action consists of a proposed rezoning of a parcel of land located in the Town of LaGrange, Dutchess County, New York, which is currently mostly zoned Residential 40/60/80 (R-40/60/80), which would establish a Planned Development District (PDD) which in turn will allow for the construction of a proposed project development plan which contains a mix of large and small-lot single family homes and townhouses with associated public roads, utilities and recreational trails along with the conservation of open space; and

WHEREAS, the Town of LaGrange Planning Board declared itself as Lead Agency for the environmental review of the Proposed Action and issued a determination of significance, i.e., a positive declaration, pursuant to 6 NYCRR § 617.7, which required the preparation of an environmental impact statement (“EIS”) for the Proposed Action, on March 21, 2006; and

WHEREAS, Final Scoping Document for the proposed Action was adopted on July 18, 2006; and

WHEREAS, an initial Draft EIS (“DEIS”) was submitted to the Lead Agency for its review on March 16, 2007 and subsequent revisions to the DEIS were made on September 26, 2007, and in December 2008; and

WHEREAS, acceptance of the DEIS by the Lead Agency was made on April 21, 2009, at which time a Notice of Completion of the DEIS and Notice of Public Hearing were issued; and

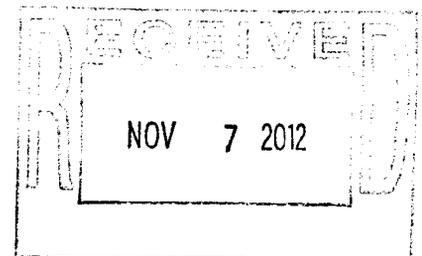
WHEREAS, a public hearing on the DEIS was held on May 19, 2009; and

WHEREAS, the public comment period was held open until June 5, 2009, in accordance with 6 NYCRR § 617.9(a)(4)(ii), which requires such comment period to be a minimum of 30 days from the Notice of Completion or 10 days following a public hearing; and

WHEREAS, following receipt of public comments on the Draft EIS, a Final EIS (“FEIS”) was prepared and submitted to the Lead Agency on January 19, 2010; and

WHEREAS, revisions to the FEIS were made on March 9, 2010, May 13, 2011, and July 7, 2011; and

WHEREAS, the Lead Agency accepted the FEIS on July 19, 2011, at which time a Notice of Completion of the FEIS was issued; and



WHEREAS, the FEIS was made available to public review and comment until August 19, 2011 and comments were received, for the most part, from the neighboring existing Bray Farm subdivision residents; and

WHEREAS, the Project Sponsor, in order to address the post-FEIS comments, presented certain post-FEIS modifications of the conceptual design for the land development portion of the Proposed Action, in order to mitigate further the claimed impacts upon the existing Bray Farm neighborhood; and

WHEREAS, the Project Sponsor consented, on July 17, 2012, to extend the time for the Planning Board's issuance of a Findings Statement until the September, 2012 Planning Board meeting; and

WHEREAS, on September 20, 2012, the Planning Board reviewed a draft Findings Statement, and requested modifications, leading the Project Sponsor to consent to a further extension of the time for issuance of a findings statement until a meeting of the Planning Board set for October 18, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Board of the Town of LaGrange, as Lead Agency, hereby adopts and issues the attached SEQRA Findings Statement for the Proposed Action known as the Daley Farm Planned Development District; and

BE IT FURTHER RESOLVED, that the Project Sponsor is hereby required to file this Resolution and the Findings Statement in accordance with the SEQRA regulations and provide proof of compliance therewith to the Planning Board Clerk.

Dated: October 18, 2012
Lagrangeville, New York

Motion: Robert Straub

Second: Frank Sforza

	Yea	Nay	Absent	Abstain
Alan Bell, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stacy Olyha	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Rosenfeld	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Gunn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Straub	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony W. Brenner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Zeidan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Frank Sfroza (Alternate)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Town of LaGrange Planning Board
 120 Stringham Road
 Lagrangeville, New York 12540-5507
 Telephone: (845) 452-8562
 Contact: Eileen Mang, Planning Board Secretary
 Verified: Eileen Mang
 Date: 10/18/12

TOWN OF LAGRANGE TOWN BOARD

Purchase of a conservation easement encumbering
Sleight Farm on Noxon Road in the Town of LaGrange, Dutchess County, New York.

NEGATIVE DECLARATION NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

WHEREAS, the Town Board of the Town of LaGrange proposes to purchase, as tenants in common with the Dutchess Land Conservancy, Inc., a conservation easement encumbering Sleight Farm at Noxon Road; 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 a Type I action pursuant to 6 NYCRR Part 617.4(b)(4) of the NY State Environmental Quality Review Act (SEQRA) and that the Town of LaGrange Town Board is the only involved agency; and

WHEREAS, the Town of LaGrange Town Board has caused the preparation of a Full 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 6 NYCRR 617 and has determined that no significant adverse impacts associated with the proposed action have been identified. The Board offers the following information supporting and substantiating this determination:

1. The proposed purchase, in and of itself, does not cause or invite any new physical or environmental action to occur. Therefore:

a. 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.

b. 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.

c. 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.

d. The action will not create a hazard to human health.

2. 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. This action will preserve existing agricultural and open space lands.

3. The action will not result in the creation of a material demand for other actions that would result in one of the above consequences.

4. The action will not create a material conflict with the community's current plans or goals as officially approved or adopted. The action is entirely consistent with and supportive of the goals and objectives of the Town of LaGrange as expressed in the Town's open space plan.

5. 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.

BE IT FURTHER RESOLVED THAT the Town of LaGrange Town Board hereby issues a Negative Declaration pursuant to the requirements of the State Environmental Quality Review Act.

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 Luna	AYE
Councilman Jessup	AYE
Councilman Polhemus	RECUSED
Councilman Dyal	AYE
Councilman Bell	AYE

This Negative Declaration is adopted this 27th day of February, 2013 and is ordered into the record of the Town of LaGrange Town Board with the purchase of a conservation easement at Sleight Farm.


CHRISTINE O'REILLY-RAO
TOWN CLERK

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

U:\DOCS\00070\00859\RESOLUTION\202820902.DOCX

RESOLUTION

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

WHEREAS, Allen R. Sleight, Cynthia E. Cornell, and Elliott N. Sleight (the “Owners”) are the owners of a certain parcels of real property in the Town of LaGrange, County of Dutchess and State of New York, consisting of approximately 118.98 acres located on Noxon Road and designated as Tax Map No. 6360-04-917874 on the Tax Map of the Town of LaGrange (the “Property”); and

WHEREAS, the Property is part of the “Sprout Creek South” priority core farm area and is identified as a priority for protection in the Town of LaGrange Open Space Plan adopted on June 13, 2007; and

WHEREAS, the Town of LaGrange (the “Town”) and Dutchess Land Conservancy, Inc. (“DLC”) (collectively, the “Grantees”) wish to purchase, as tenants in common, a conservation easement over the Property subject to the terms and conditions set forth in a proposed Deed of Conservation Easement from the Owners to the Grantees (the “Conservation Easement”) for the sum of \$730,000.00, of which sum \$700,000.00 is payable by the Town and \$30,000.00 is payable by DLC; and

WHEREAS, by Bond Resolution dated September 3, 2008, the Town Board authorized the financing of the acquisition of various parcels of land, or rights or interests in such land, for passive and active park purposes and the preservation of open space and farmland; and

WHEREAS, the Bond Resolution was approved by a majority of the qualified voters at a special Town election held on November 4, 2008; and

WHEREAS, prior to authorization of the purchase of the Conservation Easement and the financing of such purchase, a public hearing was held in accordance with the provisions of (a) Town Law Section 247 and (b) the Bond Resolution at Town Hall, 120 Stringham Road,

LaGrangeville, New York, on June 27, 2012, at 7:00 o'clock p.m., Prevailing Time, notice thereof having been duly given.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town, as tenant in common with DLC, purchase the Conservation Easement over the Property for the sum of \$730,000.00, of which sum \$700,000.00 is payable by the Town and \$30,000.00 is payable by DLC; and it is further

RESOLVED, the Town's share of the costs to acquire the Conservation Easement and other costs incidental to such acquisition, including costs of maps and surveys, title insurance, recording fees, apportionment of costs, attorneys fees, and other costs described in Local Finance Law section 11:00 (a), in the aggregate amount not to exceed \$722,016.60, consisting of \$700,000.00 for acquisition and \$22,016.60 for costs incidental to acquisition, shall be financed in accordance with the applicable provisions of the Bond Resolution and the Local Finance Law and the expenditure of such amount is hereby authorized; and it is further

RESOLVED, that the Supervisor is authorized to execute the Conservation Agreement in substantially the form submitted at the public hearing and such other instruments, documents, and agreements incidental thereto in order to complete the acquisition of Conservation Easement.

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

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

DATED: LaGrange, New York

February 27, 2013


CHRISTINE O'REILLY-RAO, TOWN CLERK

SLEIGHT PDR – ADDITIONAL COSTS TO CLOSING BUDGET (June 27, 2012)
Prepared by Van DeWater & Van DeWater, LLP (Gerard J. Comatos, Jr.)

Appraised Acquisition Cost for Sleight Farm Development Rights:

Cost	
Existing land value:	\$13,500/acre
Restricted land value:	\$6,500/acre
Value of development rights:	\$7,000/acre
Total Value	
Development Rights:	\$780,000.00
Total Value to be Paid to the Sleights	\$730,000.00

Additional Costs:

Title insurance:	\$ 3,088.00	
Survey:	\$ 8,528.60	(reimbursement of general fund)
Appraisal:	\$ 1,500.00	(reimbursement of general fund)
Attorneys fees:	\$ 4,500.00 *	
Recording fees:	\$ 400.00 **	
Stewardship fee:	<u>\$ 4,000.00</u>	
Total Additional Costs:	\$22,016.60	

Funding Summary

Town of LaGrange share of value to be paid to Sleights:	\$700,000.00
Town of LaGrange additional costs of acquisition (SUPRA.)	<u>\$ 22,016.60</u>
	\$722,016.60
DLC share of value to be paid to Sleights:	\$ 30,000.00

* Not to exceed cap for all work through closing; all billings to be adjusted to remove legal services to incorporate species mitigation in the conservation easement.

** Estimate

Stormwater Management Consultants, Inc.

January 22, 2013

**Mr. Joseph Luna, Supervisor
and Town of LaGrange Town Board
Town of Lagrange
120 Stringham Road
Lagrangeville, New York 12540**

***Re: Frank Farm Subdivision Phase 1
Maintenance Bond & Performance Bond Reduction***

Dear Supervisor Luna:

I have received and reviewed the following items for the above referenced subdivision:

- **“Frank Farm Phase I As-Built Plan and Profile”, prepared by Morris Associates, PLLC last revised January 23, 2007.**
- **“Map of Lands of Henry G. Page, Jr. Development, LTD, Water Service Curb Stop & 4” Sanitary Sewer Stub”, prepared by Brinnier & Larios, P.C., last revised January 9, 2006.**
- **“Utility As-Built Lots 1, 2, 3, Frank Farm Subdivision Phase 1”, prepared by ESC Consultants, Inc., dated December 10, 2012.**
- **“As Built Easements Behind Lots 46 Thru 56, Frank Farm Subdivision Phase 1”, prepared by ESC Consultants, Inc., dated December 13, 2012.**
- **“Frank Farm Phase 1 Pond As-Built Spot Elevations”, prepared by ESC Consultants, Inc., dated November 13, 2012.**
- **“Frank Farms – Phase 1”, prepared by Douglas S. Carver, LLC dated January 15, 2013.**
- **Letter of Construction Certification, “Frank Farm Phase 1”, prepared by Povall Engineering, PLLC, dated January 21, 2013.**

- **“Frank Farm Subdivision – Phase 1 Bond Estimate Reduction/Adjustment, Keith Drive”, prepared by Jim Bedore, Henry G. Page, Jr. Development, LTD, dated December 11, 2012.**

The Developer for the above referenced subdivision has requested of the Town that the roads be dedicated to the Town and that a bond reduction for Stormwater Management Practice (Drainage Basin #3) be considered.

On October 25, 2012, a site inspection was conducted by this office, Mike Kelly, Town Highway Superintendent and Wanda Livigni, Administrator of Public Works for purposes of observing the condition of the road, public improvements and associated drainage facilities for conformance with the approved subdivision plan.

Based upon the above noted site inspection, a letter was generated by this office dated October 29, 2012 outlining outstanding issues and conditions to be addressed prior to dedication of the road to the Town and consideration of a performance bond reduction of the stormwater management facility (Drainage Basin #3).

The Developer has submitted As-Built Surveys as noted herein reviewed to the satisfaction of this office. In addition, the Developer’s Engineer has provided a letter of certification dated January 21, 2013 certifying that the road (Keith Drive) has been constructed in general conformance with the approved subdivision plan and Town specifications.

Since the initial site inspection conducted on October 25, 2012, numerous site inspections have also been conducted by Mike Kelly, Highway Superintendent and Wanda Livigni, Administrator of Public Works for purposes of verifying all outstanding site issues and conditions as noted in the October 29, 2012 memo by this office were addressed to their satisfaction prior to dedication of the road and public improvements to the Town to include consideration of a performance bond reduction of the stormwater management facility (Drainage Basin #3).

Based upon review of the revised Final As-Built Surveys as noted herein, the site inspection conducted on October 25, 2012, and numerous follow-up site inspections conducted by the Town Highway Superintendent and the Administrator of Public Works, it is the determination of this office, the Town Highway Superintendent and the Administrator of Public Works that the roads, public improvements and associated drainage facilities have been constructed in substantial conformance with the approved subdivision plan and that the Developer has satisfactorily addressed all of our previous issues and concerns.

It is therefore recommended that the Town Board consider the dedication of the road to the Town and consider a performance bond reduction for the stormwater management facility (Drainage Basin #3).

As per a Stipulation and Order to include an attached Section Dedication Map entitled "Road and Stormwater Management Pond for Frank Farm and Sleight Farm Subdivision", prepared by Morris Associates, PLLC dated December 16, 2010 between Sleight Farm LLC, Henry G. Page Jr. Development Ltd. and the Town of LaGrange dated February 23, 2012, the following conditions apply:

Page Development and Sleight Farm Agreements:

- c) For each section, the continuation and maintenance period provided for under Town Code Section 199-51(G)(2) shall be extended to run for a total period of forty-seven (47) months from the date of acceptance by the Town Board of the road or public improvement within that Section, except for the ponds which shall remain subject to the original (unextended) continuation and maintenance period as provided in Town Code Section 199-51(G)(2).
- d) For each Section the continuation security provided under Town Code Section 199-51(G)(4) shall be increased to 30% of the total cost of construction of the road or other public improvement (except for the ponds) within that Section. The duration of such increased maintenance bond shall be the forty-seven (47) month continuation and maintenance period provided for in subsection 3 (c) above, and the continuation security shall expire four years (48 months) from the date of acceptance by the Town Board of the road or public improvement (except for the ponds) within that Section. The ponds shall remain subject to the original amount and duration (commencing on the date of acceptance for dedication of each pond) of the security as provided in Town Code Section 199-51(G)(2).

Additionally, as per the Section Dedication Map entitled "Road and Stormwater Management Pond for Frank Farm and Sleight Farm Subdivision", prepared by Morris Associates, PLLC dated December 16, 2010 the roads and public improvements for Frank Farm Subdivision Phase 1 and Sleight Farm Subdivision Phase 1 are known as "Phase A Road Dedication".

It is also documented as part of "Phase A Road Dedication" of the Section Dedication Map attached to the Stipulation and Order as noted herein, that the roads and public improvements for both Frank Farm Phase 1 and Sleight Farm Phase 1 must be dedicated simultaneously to the Town of LaGrange.

Therefore, as per subsection 3 (d) noted above, a Maintenance Bond in the amount of \$387,677, being 30% of the original Performance Bond estimate of \$1,292,256 of the road and public improvements shall be established.

It is also recommended that the Performance Bond for construction of stormwater management facility (Drainage Basin #3) be reduced to 25% of the original cost of construction of \$405,000, to \$101,250.

If you have any questions regarding these matters, you may contact me directly at 845-462-0022.

Sincerely,



Walter R. Artus, CPESC, CMS4S
Principal

WRA/wra

cc: Mike Kelly, Highway Superintendent
Alan Bell, Planning Board Chairman
Wanda Livigni, Administrator of Public Works
Christine O'Reilly-Rao, Town Clerk
Ronald Blass Jr, Van DeWater & Van DeWater, Town Attorney
Greg Bolner, P.E., Clark Patterson Lee, Town Engineer
Henry G. Page, Jr., Henry G. Page, Jr. Development, LTD

RESOLUTION

Councilman Jessup , offered the following resolution, which was seconded by

Councilman Polhemus , who moved its adoption:

WHEREAS, the Town of LaGrange and Pagonos-O’Neill, Inc. have negotiated a contract for the providing of security officers for certain calendars of the Town Justice Court; and

WHEREAS, a copy of the proposed agreement is annexed hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute the proposed agreement, effective February 26, 2013, between Town of LaGrange and Pagonos-O’Neill, Inc., or any other agreement having substantially the same or similar provisions.

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

Supervisor Luna	<u>AYE</u>
Councilman Jessup	<u>AYE</u>
Councilman Polhemus	<u>AYE</u>
Councilman Dyal	<u>AYE</u>
Councilman Bell	<u>AYE</u>

DATED: LaGrangeville, New York
February 27, 2013



CHRISTINE O'REILLY-RAO, TOWN CLERK



Pagones - O'Neill, Inc.

When You Absolutely Must Have Results

355 Main Street
Beacon, New York 12508
Phone: 845 632 6900
Fax: 845 632 6902
www.pagonesoneill.com

TOWN OF LAGRANGE JUSTICE COURT SECURITY SERVICES AGREEMENT

This AGREEMENT made as of this 26th day of February, 2013, by and between Pagones-O'Neill, Inc., with a place of business at 355 Main Street, Beacon, New York ("Contractor"), and TOWN OF LAGRANGE with a current place of business at Town Hall, 120 Stringham Road, Lagrangeville, NY 12540. (LAGRANGE) (CONTRACTOR and LAGRANGE shall collectively be referred to as the "Parties").

WHEREAS, Contractor is in the business of providing security and protective services; and

WHEREAS, Lagrange desires to retain the services of Contractor on an "as-required" independent contractor basis and Contractor desires to furnish such services (the "Services") to Lagrange in accordance with this Agreement including any exhibits which may be attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

I. **SERVICES.** Lagrange hereby engages Contractor on an "as required", exclusive basis to perform the services of providing Justice Court Security Officers for the Town of Lagrange Justice Court (the "Services"). Lagrange shall be provided two (2) armed security officers to perform services on each day that the Town of Lagrange Justice Court conducts its calendar for vehicle and traffic infractions. Court Security for each of those days shall commence at 4:00pm and continue for either a period of three hours or until the officers are relieved of duty by the presiding Judge or a designated representative, whichever is longer.

II. **TERM AND TERMINATION.**

A. **Term.** The Services shall commence February 26, 2013, and shall continue for a period of two (2) years, terminating February 26, 2015, unless sooner terminated under the terms of this Agreement. Notwithstanding anything stated to the contrary, it is understood and agreed that the Services will be provided on an "as required" basis, as determined by Lagrange, and nothing herein shall obligate Lagrange to provide Contractor with any minimum amount of work except as agreed upon herein during the Term.

B. **Termination.**

1. **By Lagrange.** If Contractor breaches any term or provision of this Agreement and fails to correct the same within ten (10) days after written notice of such breach from Lagrange, Lagrange may, in addition to or in lieu of any other remedy which Lagrange may have, terminate this Agreement with cause.

2. **By Contractor.** If Lagrange breaches any term or provision of this Agreement and fails to correct the same within ten (10) days after written notice of such breach from Contractor, Contractor may, in addition to or in lieu of any other remedy which Contractor may have, terminate this Agreement with cause.

3. **Either party** shall have the right to terminate the agreement for any reason or cause upon giving not less than thirty (30) days written notice of termination.

4. **Effect of Termination.** In the event of termination with or without cause, Contractor shall be paid an amount equal to moneys due to Contractor for services actually rendered up to the date of termination.

III. STATUS OF THE PARTIES. This Agreement does not create or establish an agency, partnership or employer-employee, principal-agent or joint venture relationship between the Parties. Contractor, for all purposes hereof shall be deemed, and in fact is, an independent contractor, and Contractor shall be independently responsible for payment of all wages and/or benefits; all federal, state and local taxes, including income and withholding taxes, for its employees or contractors; and all social security, unemployment compensation and all other taxes imposed upon employers, and shall defend, indemnify and hold Lagrange harmless with respect to same. Contractor shall pay Worker's Compensation premiums and/or any other mandatory state or local insurance, or other premiums or payments on behalf of its employees. Lagrange shall have no liability whatsoever for either the obligations of Contractor or the actions of Contractor's agents, subcontractors, representatives or employees, incurred or performed by reason of this Agreement and Contractor shall defend and indemnify Lagrange with respect to same.

IV. PERFORMANCE STANDARDS

A. Contractor shall perform the Services in a good, safe and workmanlike manner, in accordance with the terms and conditions of this Agreement, and in strict accordance with all applicable federal, state and municipal laws, statutes, rules, regulations and codes.

B. Contractor shall furnish all labor, supervision, and services necessary for the prompt and efficient execution and completion of the Services in accordance with the terms of this Agreement.

C. Contractor shall be solely responsible for the supervision and conduct of its representatives, agents and employees and for compliance with all federal, state and local statutes, rules, regulations and ordinances (including, but not limited to, equal employment opportunity laws) concerning Contractor's employees and the performance of the Services.

D. If Lagrange is not satisfied with the Services or with any person or team employed by Contractor, Lagrange reserves the right to require Contractor to remove from this project, the assignment of an individual or team that does not perform in the best interest of Lagrange, as defined by Lagrange. It is agreed and understood that Lagrange's exercise of such right is not intended to affect the employment relationship between any such individual/team and Contractor, nor to grant to Lagrange any right to have or fire any of Contractor's employees, and that Contractor shall retain full discretion whether, and under what circumstances, to employ or utilize such individual/team at other non-Lagrange locations. The withdrawal of any such individual from this Lagrange project shall be handled exclusively by Contractor through its designated representatives. If Lagrange is not satisfied with the Services or with any individual/team employed by Contractor, Lagrange shall so notify Contractor and Contractor will promptly review Lagrange's notification and take any reasonable remedial action proposed by Lagrange, including replacement of any individual or team. This provision shall not be deemed to grant onto Lagrange the right to hire or terminate Contractor's employees.

V. PAYMENT. For each Armed Court Officer provided, Lagrange shall pay Contractor a fee at the rate of FORTY-TWO DOLLARS (\$42.00) per hour per officer for hours worked on days agreed upon by both Lagrange and Contractor.

VI. WARRANTIES AND REPRESENTATIONS. Contractor hereby warrants and represents to Lagrange as follows:

A. Contractor is experienced in its service area and shall perform the Services in accordance with the highest industry standards.

B. Contractor shall maintain in full force and effect the insurance as required by Lagrange during the term of this Agreement (including any renewals and extensions thereof).

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification. To the maximum extent permissible by law, Contractor shall indemnify, defend and hold harmless Lagrange and its directors, officers, agents, affiliates, parents, subsidiaries, employees, representatives (collectively, "Indemnitees"), against and from: claims, demands, damages, costs and expenses (including, without limitation, attorneys' fees, court and other proceeding costs and all other costs incurred to enforce the defense and indemnity granted in this Section or otherwise), losses, liabilities, causes of action at law or in equity (including, without limitation, injury to or death of any person(s) and damage to or destruction of any property) threatened, brought or instituted, arising out of, alleged to have arisen out of or in any way connected with the Services performed or to be performed by Contractor, its employees, agents, representatives or subcontractors in the performance of the Services or arising out of or in any way connected with a breach by Contractor of any covenant contained in this Agreement, except to the extent attributable to the negligence of Lagrange, Town of Lagrange Justice Court or Lagrange's employees.

B. Insurance. Contractor shall procure and maintain with insurance companies acceptable to Lagrange, during the entire term and warranty of this Agreement, the insurance set forth in Exhibit A, attached hereto and incorporated by reference. At all times covered by the Agreement, Contractor shall continue to name Lagrange as an additional insured on Contractor's policies of insurance.

VIII. MISCELLANEOUS CONDITIONS

A. Force Majeure. Neither party shall have any rights against the other party hereto for failure to fulfill its obligations hereunder, or for claims by third persons, if such failure or such third-party claims are due to, or arise out of, an act of God, war, inevitable accident, fire, lock-out, strike or other labor dispute, riot or civil commotion, national disaster, act of government or government instrumentality, failure in whole or in part of transmission facilities or other technical failure and such other causes beyond the Parties' reasonable control, whether the general class or cause has been enumerated above.

B. Notices. All notices, statements, or other documents required or desired to be provided pursuant to the terms of this Agreement shall be in writing and mailed by overnight mail, by certified mail, return receipt requested, or by personal delivery, to Contractor at the address stated on the first page of this Agreement and to Lagrange at the address indicated on the first page of this agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Antalek & Moore Insurance Agency, LLC. 340 Main Street PO Box 31 Beacon NY 12508	CONTACT NAME: Kathleen Sandford PHONE (A/C No. Ext.): (845) 831-4300 FAX (A/C No.): (845) 831-5631 E-MAIL ADDRESS: ksandford@antalek-moore.com
INSURED Pagones-O'Neill Inc 355 Main Street Beacon NY 12508	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: New Hampshire Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR	W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			64201473-02	7/23/2012	7/23/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			01-CA-066144278-2/000	5/7/2012	5/7/2013	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Motor veh lee \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DEQ <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			19883901-02	7/23/2012	7/23/2013	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the above referenced General Liability Insurance Policy, the certificate holder is included as an Additional Insured, but only with respect to the negligent acts, errors or omissions of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of LaGrange Justice Court 24 Firemansway Poughkeepsie, NY 12603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patrick Moore/RS
--	---

C. Waiver. A waiver by Lagrange of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such terms or conditions in the future or a waiver of any subsequent breach or breaches thereof. All remedies, rights, undertakings, obligations and agreements of Lagrange hereunder shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation or agreement of Lagrange hereunder or at law or equity.

D. Severability. If one or more of the provisions contained in this Agreement shall for any reason be held unenforceable, such unenforceable provision shall be severed from this Agreement without affect upon the enforceability of the other provisions hereof.

E. Entire Agreement. This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, proposals, representations, negotiations, and understandings, whether written or oral, between the Parties respecting the subject hereof.

F. Equal Opportunity Provisions. Contractor agrees that it will not discriminate against any employer or applicant for employment on the basis of race, color, religion, age, sex, marital status, national origin, veteran's status or any nondisqualifying physical or mental handicap with regard to all employment decisions including, but not limited to, recruitment, hiring, promotions, demotion, transfers, dismissal, discipline, benefits, compensation, training and all other terms and conditions of employment.

G. Effect of Oral Modifications and Waivers. This Agreement may not be amended or modified and no term may be waived unless such amendment, modification or waiver is in writing and signed by the Parties. Any attempted or purported amendment, modification or waiver that does not comply with this requirement shall be null and void.

Agreed upon and signed this 26th day of February, 2013.

WITNESS:

TOWN OF LAGRANGE

By: [Signature]

Title: SUPERVISOR

Date: 2.27.13

PAGONES-O'NEILL INC.

By: [Signature]

Title: PRESIDENT & GENERAL COUNSEL

Date: 2/26/13

STANDARD WORK DAY AND REPORTING RESOLUTION

BE IT RESOLVED, that the **Town of LaGrange (Location 30238)** hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (hrs/day)	Term Begins/ Ends	Participates in Employer's Time Keeping System (Y/N)	Days/ Month (based on Record of Activities)
Elected Officials							
Highway Superintendent	Michael Kelly			6	1/01/2010 to 12/31/2013	N	26.44
Receiver of Taxes	Jane Sullivan			6	01/01/2012 to 12/31/2015	Y	
Town Clerk	Christine O'Reilly-Rao			6	01/01/2012 to 12/31/2015	Y	
Appointed Officials							
Bookkeeper	Baughman, Nancy			7	01/9/2013 to 12/31/2013	Y	
Court Clerk	Dillon, Sandra			7	01/01/2013 to 12/31/2016 *	Y	
Court Clerk	Harklerode, Carolyn			7	01/01/2012 to 12/31/2015 *	Y	
Director of Recreation	Huff, Peter			7	01/09/2013 to 12/31/2013	Y	
Legislative Aide	Kwogios, Kathleen			6	01/09/2013 to 12/31/2013	Y	
Clerk of the Works	Livigni, Wanda			7	01/09/2013 to 12/31/2013	Y	
Building Inspector	Mc Laughlin, Kenneth			7	01/9/2013 to 12/31/2013	Y	
Secretary to the Highway Superintendent	Salfelder, Cheri			7	01/01/2010 to 12/31/2013 *	Y	
First Deputy Town Clerk	Schmitz, Margaret			7	01/9/2013 to 12/31/2013	Y	
Comptroller	Toussaint, Christine			7	01/ 11/2012 to 12/31/2013	Y	
Assessor	Taft, Robert			7	03/09/2011 to 09/30/2013	Y	

*Amended 2/27/2013 to reflect incomplete information.

Motion: Councilman Polhemus
Second: Councilman Dyal

The motion carried unanimously.

Lagrangeville, New York
February 27, 2013

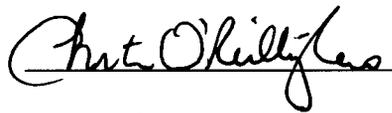

Christine O'Reilly-Rao, Town Clerk

On this 27th day of February, 2013

I, Christine O'Reilly-Rao, Town Clerk of the governing board of the Town of LaGrange, Of the State of New York, does hereby certify that I have compared the foregoing with the AMENDED RESOLUTION passed by such board, at a legally convened meeting held on the 27th day of February 2013 on file as part of the minutes of such meeting, and that same is true copy thereof and the whole of such original.

I further certify that the full Board consists of 5 members, and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of LaGrange


Christine O'Reilly-Rao
LaGrange Town Clerk



TOWN OF LAGRANGE

Planning & Public Works
120 Stringham Road
LaGrangeville, New York 12540-5507

Wanda Livigni, Administrator of Public Works
845-452-8562 ~ 845-452 7692 fax ~ wlivigni@lagrangenyc.org

DATE: February 25, 2013
TO: Supervisor Luna and Councilmen
FROM: Wanda Livigni
CC: Eileen Mang
Planning Board File
RE: Organ Hill Subdivision

Dear Gentlemen,

Please find the attached letter from the Property Owner requesting a \$1000 refund on his Subdivision Application Fee.

The Property Owner and his Professional had met with Ken and I, prior to submitting his application. At the time, we all concurred that a 4 lot subdivision was very likely based on the then current FEMA floodplain maps, as well as all other Zoning requirements. However, between that meeting time and the actual application, FEMA's floodplain mapping had altered and dramatically changed on this lot unbeknownst to the Town and the applicant. Upon review of the actual application, the Town became aware that the FEMA mapping had significantly altered the floodplain on this site.

The Property Owner and his Professional, working with FEMA, replaced his 4 lot subdivision with a 2 lot. The 4 lot Subdivision application fee is \$2,500 (which we had collected on June 5, 2012) and a 2 lot Subdivision application fee is \$1,500.

Based on the fact that the applicant submitted in good faith a likely 4 lot subdivision application that was deemed partially unviable by FEMA, I recommend that the Town Board refund the property owner the partial fee of \$1000.

Thank you for your consideration.