

UNION VALE TOWN BOARD MINUTES DECEMBER 1, 2016**TOWN HALL 249 DUNCAN ROAD LAGRANGEVILLE NY 7:00 PM**

Members present: Supervisor Patricia Tompkins

Town Council: John Welsh, Steven Frazier, David McMorris

Absent: Corrina Kelley

Meeting call to an order at 7:00 PM and opened with a flag salute.

PUBLIC COMMENTS ON AGENDA ITEMS

None

REPORTS OF COUNCIL AND SUPERVISOR

Supervisor Tompkins hopes everyone had a Happy Thanksgiving. She stated that she had addressed some residents calls about the media channel problems and reported they are working on it. Although the Media Department has broadcasts from YouTube.com that is operational however, they will be fixing the problems with the channel 22 broadcasts. At this time they are waiting on a part to arrive from Cablevision to correct the issues. Also during the week Supervisor Tompkins met with representatives from NYMIR/Spain Agency to do a risk assessment walk-through at our Town Hall, Highway Garage and Parks. They will provide a report with possible findings sometime this month. In addition, they will also be working on the handbook. Mrs. Tompkins also took an online course on the NYMIR website and suggests everyone take advantage of this free helpful benefit.

Councilman Welsh had been forwarded a letter from Governor Cuomo about one of our Union Vale Residents. He mentioned this is notable that someone from Union Vale is being recognized for doing something good and was glad to read this correspondence. He then read the letter regarding the Holiday Light show and how Tim Gay and family have put on a beautiful light show that also helps many charities throughout the Hudson Valley in addition to the help of the Union Vale Fire Department and their community support fund.

Supervisor Tompkins mentioned she received a few phone calls regarding Holiday light traffic and passed it along to Councilman McMorris who took care of this immediately. Councilman McMorris advised anyone with any concerns to call him and he will take care of it promptly.

Councilman McMorris also mentioned that there will be a Pancake breakfast on December 11th in support of cancer charities and asked permission that Sparrows Nest do a Coin Drop at the Recycling Center since the UVFD will not be doing their community outreach program at that location. He also provided a copy of LEM Associates solar company and the savings by switching to a solar farm which is \$6,643. He also received information from NYSERDA showing us what we could produce in solar on all the Town properties. After the information is compiled he will provide the copy of the results to the Board.

MOTION TO ALLOW COIN DROP AT TRANSFER STATION

Councilman McMorris made a motion allow Sparrows Nest to do a Coin Drop at the Union Vale Transfer Station. Councilman Welsh seconded the motion and all were in favor contingent on attorney's findings.

Councilman Frazier said he would like to clear up a few things on last month's discussion of the Highway Truck. This process originally began at the end of summer last year when compiling 2016 budget. The Superintendent presented 2 trucks and was asked to choose priority. This turned out to be the Dodge Dump Truck.

The lease was sought for budgeting purposes which was not intended for full payment. The intent was to move forward with an actual contract with a leasing agent when the truck arrived.

The money for 1 year of payments was inserted into the highway equipment line in the budget. Councilman Frazier then said in February 2016 the Highway Superintendent reported the truck was ordered and delivery was slated for June and no issues were brought up at that time. This truck was off the NYS bid list which exempts it from the procurement policy as the State has a preapproved list. It was also suggested that the surplus equipment money was to be returned to the Highway Department budget line. Councilman Frazier also went on to say it was also suggested that alternate means be sought after to purchase the truck as the Town needs the vehicle for snow removal. He stated that this was resolved after last meeting however, this could have been resolved earlier if a solution was derived rather than finger pointing.

Supervisor Tompkins stated all of this did not excuse the fact that Mr. Wisseman never got Town Board approval to purchase this vehicle. The lease agreement was only valid for 30 days which by the time it was presented to Supervisor Tompkins, was already over a year old therefor making the paperwork void. The bill was received about 1 month after the truck was delivered. Upon this delivery, she reviewed minutes and noted it was never an approved purchase.

The New York State Auditors advised Supervisor Tompkins to send the truck back and the Highway Superintendent would then be financially responsible. The Town needed the truck so the truck was paid for by the budgeted money already in that line item and in addition, the sale of the excess equipment earlier in the year. In her opinion if protocol was followed with Board approval, this would not have happened.

Councilman Frazier spoke with attorneys and other Highway Superintendents saying they were split down the middle on the correct procedure on approval for purchase. In his opinion this was more of a procedural error. He feels the efforts would have been better spent solving this.

Supervisor Tompkins said this issue is solved and we need to move forward.

DISCUSSION ON RFP'S

Supervisor Tompkins stated she would like to place Requests for Personnel for Town Engineer, Accountant and Information Technology for 2017. This was another suggestion from the State Auditors that this be done annually.

MOTION FOR RFP'S

Supervisor Tompkins made a motion to put out RFP for the positions of Town Engineer, Accountant and Information Technology Specialist. Councilman McMorris seconded this motion and all were in favor.

DISCUSSIONS ON WORKSHOP FOR ZONING CODES

Supervisor Tompkins stated as per an email from Councilman Frazier they begin doing Zoning

workshops to review current code. She thought this was a great idea and discussed the idea of the Board meeting an hour early to go over the Zoning codes and invite the Town Planner, Planning Board, including the ZBA as well to discuss any issues and update the Code book. This can be started after the Holidays perhaps the 2nd meeting of January 19th to begin these workshops.

SHARED SERVICE DISCUSSION ON ASSESSOR

Supervisor Tompkins spoke with Allen Bell the Supervisor of LaGrange on and off about shared service with the Assessor position. It was finalized that both would like to continue this agreement as it is continual. Councilman Frazier asked if the terms were worked out where there was a disagreement with sharing Robert Taft with another Town. Supervisor Tompkins said the assessor likes being in Union Vale and would like to continue with the current agreement as well. Councilman Frazier sated this should be included in Januarys organizational meeting.

RESOLUTION 16-011 TO AUTHORIZE PAYMENTS

The following Resolution was offered by Councilman Welsh seconded by Supervisor Tompkins, to wit:

BE IT RESOLVED, that the Town Board of the Town of Union Vale hereby authorizes the payment of all General Fund Claims and Highway Fund Vouchers as set forth in the Abstract #11 of 2016, which is available in the Town Clerk’s office, and authorize the Town Supervisor to make all payments.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Councilman Welsh	Aye
Supervisor Tompkins	Aye
Councilman McMorris	Aye
Councilman Frazier	Aye
Councilwoman Kelley	Absent

RESOLUTION AUTHORIZING SUPERVISOR TO EXECUTE DOG CONTROL HOUSING AGREEMENT

The following Resolution was offered by Supervisor Tompkins, seconded by Councilman Welsh, to wit:

WHEREAS, the Town of Union Vale Dog Control Officer is empowered to seize dogs pursuant to the provisions of the Agriculture and Market Law Article 7, §117; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a Dog Control Officer are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, Dutchess County SPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York; and

WHEREAS, the Town of Union Vale desires to contract with Dutchess County SPCA to provide shelter for dogs seized by the Dog Control Officer upon terms set forth in the agreement between the Town of Union Vale and Dutchess County SPCA for January 1, 2017 through December 31, 2017.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Union Vale hereby authorizes the Town Supervisor to execute a Dog Control Housing Agreement with Dutchess County SPCA for 2017; and

BE IT FURTHER RESOLVED, that a copy of said agreement shall be kept on file in the Office of the Town Clerk.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Councilman Welsh	Aye
Supervisor Tompkins	Aye
Councilman McMorris	Aye
Councilman Frazier	Aye
Councilwoman Kelley	Absent

Councilman Frazier asked if there was contract pricing and Supervisor Tompkins stated this was the same from 2016.

DOG CONTROL HOUSING AGREEMENT

THIS AGREEMENT, made this 5th day of December 2016, by and between

DUTCHESS COUNTY SPCA,

a New York Not-For-Profit Corporation

having an address of 636 Violet Avenue, Hyde Park, New York 12538

Hereinafter referred to as "DCSPCA"

and

TOWN OF UNION VALE,

a municipal corporation

Hereinafter referred to as the "TOWN"

WHEREAS, the TOWN OF UNION VALE Dog Control Officer, hereinafter referred to the "DCO", is empowered to seize dogs pursuant to the provisions of Agriculture and Markets Law Article 7, §117; and

WHEREAS, this Agreement applies only to dog(s) seized by the DCO that are running at large; and

WHEREAS, pursuant to Agriculture and Markets Law Article 7, §117, dogs seized by a DCO are required to be properly fed and watered during the applicable redemption period; and

WHEREAS, DCSPCA maintains a kennel for boarding dogs and other animals at its office located at 636 Violet Avenue, Hyde Park, New York, 12538; and

WHEREAS, the TOWN wishes to contract with DCSPCA to provide shelter for dogs seized by the DCO upon terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between DCSPCA and the TOWN as follows:

- 1) **RECITATION INCORPORATED:** These recitations above set forth are incorporated in this Agreement as if fully set forth and recited herein.
- 2) **TERM OF AGREEMENT:** This agreement shall become effective January 1, 2017 and shall continue until December 31, 2017.
- 3) **BOARDING:** DCSPCA hereby agrees to provide boarding, which included shelter, food and water, as required by the Law for the following dogs:
 - a) Any/all dogs running at large (stray) seized by the DCO as outlined by the Agriculture and Markets Law Article 7, §117(1) & (2); and
 - b) Any/all dogs who have been seized by a court order pending a "dangerous dog" hearing, as outlined by the Agriculture and Markets Law Article 7, §123(2).

All dogs seized by the DCO shall be delivered to the offices of DCSPCA at 636 Violet Avenue, Hyde Park, New York 12538.

- 4) **HOLDING PERIOD:** In order to provide the owners a reasonable time period in which to reclaim their seized dog, the DCSPCA and the TOWN agree to the following:
 - a) For dogs running at large (strays):
 - i) Dogs that are not appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(4), will be held for seven (7) days from the date they enter the shelter;
 - ii) Dogs that are appropriately identified, as outlined by the Agriculture and Markets Law Article 7, §117(6), will be held for eleven (11) days from the date they enter the shelter. The TOWN is responsible for notifying the owner of the seizure, as per the Agriculture and Markets Law Article 7, §117(6).

- iii) Upon expiration of the above stated holding periods, any and all dogs that have not been reclaimed by their owner, will become the property of the DCSPCA, as outlined by the Agriculture and Markets Law Article 7, §117 (7-a).
 - b) For dogs seized under a court order pending a “dangerous dog hearing”, as outlined by the Agriculture and Markets Law Article 7, §123(2) as per :
 - Dogs will be held until final disposition by the court OR a maximum of fourteen (14) days, whichever comes first. If the final hearing has not been held by the end of the fourteenth day, the TOWN will be responsible to make alternate arrangements housing of such dogs. The DCSPCA may consider continued housing on a case by case basis to be negotiated with the TOWN.
 - c) Unclaimed dogs will be evaluated by the DCSPCA staff to determine if a dog’s disposition and temperament will enable it to be adopted. If the dog is determined to be adoptable, it will be placed for adoption by the DCSPCA. If the dog is determined to not be adoptable, the DCSPCA will determine the best options for the dog. The DCSPCA reserves the right to handle the final disposition of dogs determined to be unadoptable within the Mission Statement of the DCSPCA.
- 5) **RABIES VACCINATION:** As outlined by the Agriculture and Markets Law Article 7, §109(1)(a), for all dogs that are to be reclaimed, the owner must provide proof of town license, including proof of rabies vaccination. As such, the DCSPCA will not release any dog to its owner without proof of current town license and rabies vaccination. In the event that the dog is not up-to-date on its rabies vaccine and/or the owner is unable to provide proof of such vaccine to the TOWN, the DCSPCA will administer a rabies vaccine to the dog prior to redemption and will charge the owner for the cost of this service.
- 6) **EMERGENCY VETERINARY CARE:** In the event that a dog that is boarded is determined, by best judgment of the DCSPCA medical staff, to be in need of emergency veterinary care, the DCSPCA will arrange medical care for the dog. The TOWN will be charged for the veterinary fees as incurred by the DCSPCA only in the event the dog is not redeemed by the owner. The TOWN shall have the right to recoup the fees from the owner.
- 7) **FEES:**
- a) Boarding:
 - i) The DCSPCA boarding fee is \$40.00 per day. The first day is charged upon admission to the shelter and each subsequent day is calculated upon the dog being on the DCSPCA property at 12:00 am each day.
 - ii) For dogs that are reclaimed by their owner, the owner will be required to pay the boarding fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.

- iii) For dogs that are not reclaimed by the owner, the DCSPCA will invoice the TOWN for the boarding fee.
- iv) For dogs that have been seized due to running at large and have been previous deemed a “dangerous dog” by order from a Court of competent jurisdiction AND dogs that have been seized by court order pending a dangerous dog hearing, there will be fee of \$150.00 in addition to any and all daily boarding fees.

b) Rabies Vaccination:

- i) The fee for a rabies vaccine is \$25.00
- ii) For dogs that are reclaimed by their owner, the owner will be required to pay the vaccine fee directly to the DCSPCA. If an owner is unable or unwilling to pay this fee within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
- iii) For dogs that are not reclaimed by the owner, the TOWN will not be billed for the rabies vaccine.

c) Emergency Veterinary Care

- i) For services provided by the DCSPCA medial team, the DCSPCA usual and customary fees will be applied.
- ii) For care that requires services from a community-based veterinarian, the actual fee from the veterinarian will be applied. The DCSPCA will make the determination of which community-based veterinarian will be utilized.
- iii) For dogs that are reclaimed by their owner, the owner will be required to pay the medical care fees directly to the DCSPCA. If an owner is unable or unwilling to pay these fees within the holding period, the dog will not be released to the owner and the dog will become the property of the DCSPCA upon expiration of the holding period.
- iv) For dogs that are not reclaimed by the owner, the TOWN will be billed for the medical care fees. The TOWN shall have the right to recoup the fees from the owner.

8) RECLAIM/REDEMPTION OF DOGS: In an effort to simply the billing process for both the DCSPCA and the TOWN, both parties agree that for those cases in which the owner wants to reclaim their dog, the owner must pay any and all TOWN fees/fines directly to the TOWN and directly pay any and all DCSPCA fees directly to the DCSPCA. As such, the following process will be employed:

- a) All owners will be informed by the TOWN and/or the DCSPCA of the necessary documentation and fees to be paid in order to reclaim their dog as well as the process to accomplish this task.
- b) Upon payment of the town fee, the TOWN will issue a copy of the Agriculture and Markets Department Form DL-18 (or comparable form) to the dog owner or designee, which will evidence that the TOWN has received all TOWN reclaim/redemption fees. The owner will

be instructed to present this documentation to the DCSPCA to reclaim their dog. Additionally, they will be informed of the need to pay the boarding and other applicable fees directly to the DCSPCA upon reclaiming their dog.

- c) The DCSPCA shall be available to process reclaims of dogs at its office on the following days:
 - i) Monday thru Friday: 8:00 am to 4:00 pm.
 - ii) Saturday and Sunday: 12:00 pm to 4:00 pm
 - iii) Dogs may not be reclaimed on observed holidays

9) KENNEL SPACE: At all times, the DCSPCA will provide kennel space for all dogs that are seized; the Dog Control DCO will have twenty-four (24) hour access to DCSPCA kennels for the delivery of dogs. The DCO will be required to complete DCSPCA paperwork and ensure that the dog has food, water and bedding in its kennel.

10) INDEMNIFICATION: The DCSPCA shall defend, indemnify and hold the TOWN, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful actions of the DCSPCA. The TOWN shall defend and indemnify and hold the DCSPCA, its officials, officers and employees harmless from and against all actions, proceedings, claims, damages, liabilities, losses and expenses including, without limitation, reasonable attorney's fees arising out of the wrongful acts or admissions of the TOWN.

11) APPLICABLE LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of New York with regard to conflicts of laws and principles of law.

12) WAIVER: No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repetition of such or any other breach unless the waiver shall specifically include the same.

13) MODIFICATION: This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

14) NOTICES: All notices, demands, requests, consents, approvals or other communications (for the purpose of this paragraph collectively called "Notices") required or permitted to be given hereunder to any party to this Agreement shall be in writing and shall be sent overnight delivery service or registered or certified mail, return receipt requested, postage prepaid.

- 15) SUCCESSORS and ASSIGNS:** This Agreement shall apply to bind the successors and heirs, administrators and executor of the parties hereto.
- 16) ENTIRE AGREEMENT:** This written Agreement, when signed by all parties, forms the entire Agreement between the parties and replaces and supersedes all prior Agreements or undertakings between the parties, if any.
- 17) BINDING EFFECT:** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
- 18) AUTHORIZATION:** This Agreement was authorized by Resolution of the Town Board of the TOWN OF UNION VALE, duly adopted at a regular meeting of the Town Board held on the 5th day of December, 2016.
- 19) TERMS:** This contract can be cancelled at any time from either party with sixty (60) days written notice.
- 20) PAYMENT:** All bills submitted to the TOWN will be paid within sixty (60) days. If no payment is made to the DCSPCA within sixty (60) days the DCSPCA reserves the right to charge a \$50.00 per month surcharge.

IN WITNESS, WHEREOF, the parties have executed this Agreement in two (2) counter parts, each of which shall constitute an original, the day and year first above written.

RESOLUTION APPOINTING BOARD OF ASSESSMENT REVIEW MEMBER

The following Resolution was offered by Councilman McMorris, seconded by Councilman Welsh, to wit:

BE IT RESOLVED, that the Town Board of the Town of Union Vale hereby appoints Thomas Murphy to the Town of Union Vale Board of Assessment Review for a term commencing October 1, 2016 and running through September 30, 2021.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Councilman Welsh	Aye
Supervisor Tompkins	Aye
Councilman McMorris	Aye
Councilman Frazier	Aye
Councilwoman Kelley	Absent

Town Board Meeting December 1, 2016

Supervisor Tompkins said she spoke with the Assessor, Robert Taft, about Thomas Murphy as he has done a great job in the past and would like to make the request to reappoint him.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

NONE

MOTION TO ADJOURN

Next meeting is December 15th Supervisor Tompkins made a motion to adjourn at 7:23PM which was seconded by Councilman Frazier, all were unanimously in favor.