

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

**TOWN BOARD MEETING
May 11, 2011**

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

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

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

The regular meeting of the Town Board was held on Wednesday, May 11, 2011, at the LaGrange Town Hall, 120 Stringham Road. Supervisor Wagner called the meeting to order at 7:00 p.m. The Town Clerk led the flag salute.

Supervisor Wagner asked for a motion to approve the minutes for the regular meeting on April 27, 2011.

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

Supervisor Wagner asked for a motion to approve the minutes for the special meeting on May 4, 2011.

Councilman Luna so moved, seconded by Councilman Beck. The motion carried unanimously.

Public Hearing

Local Law 1-2011

Supervisor Wagner asked for a motion to open a Public Hearing to amend Chapter 240 – 29 “Zoning” to provide for a time extension to rebuild after a casualty. The extension would be at the discretion of the Town Board in the event of extenuating circumstances such as illness.

Councilman Luna moved to open the Public Hearing, seconded by Councilman Beck. The motion carried unanimously.

There were no comments from the public.

Councilman Luna moved to close the Public Hearing, seconded by Councilman Jessup. The motion carried unanimously.

Supervisor Wagner noted that the County had no comment on the proposed amendment and had marked their reply as “Local Concern”.

Councilman Polhemus moved to adopt Local Law 1-2011, seconded by Councilman Beck. The motion carried unanimously. (SEE ADDENDUM)

Supervisor Wagner asked for a motion to open a Public Hearing to amend Chapter 240 "Zoning" to provide for Summer Day Camps, which would be Local Law 2- 2011. Mr. Blass stated that the law would add a category use which would be designated by special permit through the Planning Board.

Councilman Luna moved to open the Public Hearing, seconded by Councilman Beck. The motion carried unanimously.

There were no comments from the public.

Councilman Jessup moved to close the Public Hearing, seconded by Councilman Polhemus. The motion carried unanimously.

Councilman Luna stated that he was not ready to adopt this proposed amendment. He added that there was no Planning Board or Health Department approval yet. He was in favor of having Mr. Wagner sign an agreement with Gold' Gym so that further consideration of the matter could be pursued. Councilman Beck agreed that more discussion was necessary. Councilman Jessup wanted more information on the County's report on this matter.

Councilman Luna moved to shelve the matter, seconded by Councilman Beck. The motion carried unanimously.

Supervisor Wagner asked for a motion to accept the monthly reports for April 2011.

Councilman Luna so moved seconded by Councilman Polhemus The motion carried unanimously.

Building, Planning, Zoning & Public Works:	\$15,790.00
Highway Superintendent:	\$600.00
Justice Caplicki (Inc. State Share)	\$18,071.00
Justice O'Hare (Inc. State Share)	\$21,736.00
Parks and Recreation	\$15,037.00
Town Clerk (inc. State & County Share)	\$2,360.57

Supervisor's Report

Mr. Wagner stated that the Town Comptroller, Ms. Toussaint is analyzing the budget on a monthly basis in an effort to keep track of the revenue. The sales tax revenue has been stable however both mortgage revenue tax and fine revenues are down. A formal report from the Comptroller will be forthcoming.

Another issue the Town is facing is the need for increased security during court sessions. The rate paid for Dutchess County deputies is based on the pay grade overtime rate of the officer providing the security. The court is extremely busy and the issues of providing and funding additional security should be discussed at the next workshop meeting.

Correspondence

Time Warner Cable and Cablevision information will be available in the Clerk's office for one week.

Agenda Items

Mr. Wagner stated that the Board needed to discuss the Senior Transportation Program. He added that the Town Board was trying to address the transportation needs of area seniors by providing a service which would replicate the service that DIAL- A -Ride once provided. The County run service was no longer financially feasible for the Town to participate in, so the Board looked into a volunteer program modeled after a successful program which currently operates in Rhinebeck. Working with Friends of Seniors of Dutchess County Corp. and the Town of Pleasant Valley, the Town was able to formulate a transportation plan.

Mr. Wagner asked the Board for a motion to grant him permission to sign agreements with both entities to get the program started.

Councilman Luna moved to do so, seconded by Councilman Polhemus. The motion carried unanimously. (SEE ADDENDUM)

Supervisor Wagner asked for a motion to allow him to sign the DCSPCA Dog Control Agreement. (The agreement will be on file in the Clerk's office.)

Councilman Luna moved to do so, seconded by Councilman Jessup. The motion was carried by all.

Mr. Wagner requested Board approval to attend the Dutchess County Economic Development Conference to be held on May 26, 2011. The cost would be \$40.00.

Councilman Luna moved to do so, seconded by Councilman Jessup. The motion was carried by all.

The Town Clerk requested amending the minutes for the following monthly reports since she failed to include the state and county shares: October 2010 - \$4575.14, December 2010 - \$2,101.25, January 2011 - \$5,735.06 and March 2011 - \$6,175.67.

Councilman Jessup so moved seconded by Councilman Beck. The motion carried unanimously.

Supervisor Wagner asked for a motion to allow Mr. Reilly to address the Board.

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

Pat Reilly asked the Board for relief of an additional recreation fee for his property. Mr. Reilly had brought this matter to the Board's attention at the last workshop. In order to make his simple subdivision more buildable, he had a map lot line realignment made which eliminated a small (approximately ¼ acre) lot and formed two larger lots.

Councilman Beck moved to have the recreation fee payable on just one lot, seconded by Councilman Jessup. The motion carried. Councilman Luna opposed the motion.

The Building Inspector requested Town Board approval for the release of three Performance Bonds (totally \$6,000.00) for grid # 6460-020945946; 22 Taconic Center Lane.

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

The Building Inspector requested Town Board approval for the release of a Performance Bond, Grading Bond and Soil Erosion Control Bond (totaling \$10,000.00) for grid # 6260-04-620248; 12 Walker Road.

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

Committee Reports

Water and Sewer

No report

Recreation

Councilman Polhemus reported that the Challenger Festival would be held May 28th at LaGrange Field from 1:30 p.m. to 6:30 p.m. He urged folks to come out and show their support of the league.

Supervisor Wagner stated that Memorial Day Services will be held on May 30th at Town Hall. The time is tentatively scheduled for 11:00 a.m. The time will be confirmed on the Town website.

Open Space

Councilman Jessup stated that the Committee met last night to discuss the purchase of some property on the south side of Route 82 and Noxon Road. He added that Duane Beyer will be replaced by Connie Kustas as Chair of the committee.

Mr. Wagner suggested that the Committee meet with the Board to discuss open space purchases in order to not over extend the debt of the Town.

There was a brief discussion of the possible implications of the proposed tax cap legislation on open space property ensued.

Mr. Luna agreed that each prospective purchase needs to be scrutinized.

Both Mr. Polhemus and Mr. Jessup agreed with Mr. Luna. Mr. Beck did not.

Highway

Councilman Jessup stated the first meeting was April 28th. The salt shed has been repaired.

Mr. Wagner added that in two weeks a Capital Plan will be presented on the purchase of equipment in the Town.

Mr. Polhemus added that this will be a 10 year plan for purchasing.

Board Comments

Mr. Wagner added that at the next regular meeting a Capital Plan will be presented regarding the purchase of equipment in the Town.

Councilman Polhemus had worked on the plan and Mr. Wagner thanked him for his efforts. Highway equipment will be available for public inspection at the meeting. Mr. Polhemus added that this plan is a 10 year plan for major purchases.

Town Attorney

Mr. Blass stated that the Board needed to approve Supervisor Wagner's signing of the agreement with Gold's Gym regarding summer camps, which was discussed earlier. The agreement does not obligate the Town to move forward on the proposed amendment. It would benefit the Town to have this. (SEE ADDENDUM)
Councilman Luna moved to do so, seconded by Councilman Beck. The motion carried.

Mr. Blass addressed the easement rights for the proposed "Popsicle Trail" property off of Sleight Plass Road. He determined that there is no impediment for people to use the driveway which exists on Town property as a means of access back to the Town property on Sleight Plass Road. The property is part of the Greenway Trail.

Environmental Consultants

No comments

Administrator of Public Works

Ms. Livigni stated the Southwest Water District had two water main breaks last week due to the saddles coming apart. She and Mr. Mance are looking to make improvements.

Public Comment

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

Ralph Rabsco addressed the Board. He stated he was representing the LaGrange Democratic Committee in order to try and help with the volunteer aspect of the Senior Ride Program.

He then stated that he wanted to get some questions answered about missing information. The majority of the seniors have some type of handicap. They have physical disabilities as well as various illnesses. These seniors want an independent life and for the past five months they have been housebound. They are not looking for a handout and they are taxpayers just like everyone else.

Mr. Rabasco went on to give some examples of the various needs of these homebound seniors. He asked Mr. Wagner about the figures used to compute the cost of DIAL-A-Ride to the Town. He went on to compare the costs of funding youth and other programs with the cost of DIAL-A-Ride. He felt that the basis of the cut was that it was a line item that was expensive so it needed to be cut. He also asked if the County would have negotiated a lower cost.

He wanted specifics about maintenance of the vehicle, insurance and the liability and indemnity of drivers. He also felt that the vans would be limited in space and pressed for a date that the program would be initiated. He felt that the program would only be offering limited service.

Mr. Wagner replied that there is no certain date and that the Town of Pleasant Valley had yet to sign the agreement. He took exception to Mr. Rabasco's assumption that the Board was uncaring to seniors in their decision to opt out of the DIAL-A-Ride program. There are a core number of riders of about 5 to 7 which makes the cost per ride prohibitive. The County had been approached about lowering the cost and the request had been denied. The new program will replicate the DIAL-A-Ride program, meaning that the riders must be mobile and not wheelchair bound. In addition, the van will be able to access a rider's driveway which the bus could not do. In answer to the example of funding other programs, Mr. Wagner stated the Town provides some services that only some people benefit from such as lining the fields for the baseball leagues. The baseball leagues are balking at sharing some of the expense and since the Town is facing many critical financial decisions, things will be changing. He emphasized that the Town has tried to find the best solution to the problem and they had studied the programs run in Rhinebeck and Bethlehem, New York. Councilman Luna has already volunteered to be a driver.

Mr. Rabasco asked for a cost analysis to show the difference in cost for DIAL-A-Ride and the new program. He also pressed again for an initiation date.

Mr. Wagner replied that he would supply that information. He stated that the program will be implemented as soon as possible.

A discussion followed.

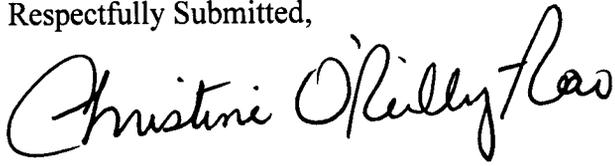
Allison Withers addressed the Board. She thought the TRASH BASH was a wonderful event. The library group found much less trash on Bushwick Road this year. The library received two grants. A grant from IBM in the amount of \$1,000.00 will be used to purchase a new copier. Hudson Valley Credit Union provided a grant of \$1000.00 for a new book drop which will accept DVDS as well as books. The library is celebrating Older Americans during April and May. A seminar will be held next Monday on Elder Law and on Tuesday there will be a Medicare Planning Seminar.

Councilman Luna moved to close the Public Comment, seconded by Councilman Polhemus. The motion carried unanimously.

Councilman Jessup moved to adjourn the meeting, seconded by Councilman Polhemus. The motion carried.

The meeting adjourned at 8:01 p.m.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Affidavit of Publication: Notice of Public Hearing Local Law 1-2011 (Zoning 240-29)
- Resolution: Local Law 1-2011
- Dutchess County Response for Zoning 240-29
- Affidavit of Publication: Notice of Public Hearing Local Law 2-2011 (Zoning 240-27)
- Resolutions: Community Senior Transport Program Agreement
- Intermunicipal Agreement: Friends of Seniors of Dutchess County Corp.
- Intermunicipal Agreement: Pleasant Valley
- Agreement: The Net Athletics LLC.

Poughkeepsie Journal

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, _____ of the City of Poughkeepsie,
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal, a
newspaper published every day in the year 2011 in the
city of Poughkeepsie, Dutchess County, New York, and
that the annexed Notice was duly published in the said
newspaper for one insertion
successively, in each week, commencing on the 1st
day of May in the year of 2011 and
on the following dates thereafter, namely on:

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

Rita Lombardi
Subscribed and sworn to before me this 2ND day
of May in the year of 2011.

Rose Ann Simpson

Notary Public

My commission expires 1/4/2014

NOTICE OF PUBLIC HEARING
TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on May 11, 2011 at 7:00 o'clock, p.m., on Local Law No. _____ of the Year 2011, to amend section 240-29 "nonconformity," Subsection (E) "Casualty."
TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, except Tuesdays when the hours are between 8:30 a.m. and 3:30 p.m., between the date of this notice and the date of the public hearing.
TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.
DATED: LaGrangeville, New York
April 15, 2011
CHRISTINE O'REILLY-RAO
TOWN CLERK
7108

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01S16215893
Qualified in Dutchess County
Commission Expires January 4, 2014

RESOLUTION

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

WHEREAS, a local law was introduced to be known as Local Law No.1 of 2011, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK TO AMEND SECTION 240-29 "NONCONFORMITY," SUBSECTION (E) "CASUALTY."

WHEREAS, a public hearing in relation to said local law was held on May 11, 2011 at 7:00 p.m., prevailing time; and

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

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

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

Section 1. Town Code Section 240-29(E) is amended as follows:

(E) Casualty. If any nonconforming building or structure or any building or structure containing a nonconforming use shall be damaged or destroyed by fire or other casualty, such building or structure, except nonconforming signs, may be restored and any such nonconforming use resumed to the extent that such building, structure or use existed at the time of the casualty, provided that a building permit for such restoration is obtained within a period of one year from such casualty and is diligently prosecuted to completion. In the event of failure to start such restoration within the one-year period and to complete all restoration within 24 months from the date of casualty, the right under this subsection to restoration of such building or other structure and the right to resume any such nonconforming use shall be lost and terminated.

1. The Town Board may grant an extension of one year to the 24-month term for the completion of restoration upon the receipt of a letter requesting such extension and provided that at least 70% of all restoration work has been completed, in the opinion of the Building Inspector.

2. The Town Board may grant an additional extension of up to one year to the 24-month term for the completion of restoration upon the receipt of a letter requesting such extension and provided that at least 80% of all restoration work has been completed, in the opinion of the Building Inspector.
3. The Town Board may grant an additional extension for such time as the Town Board may deem appropriate, but in no event more than one additional year, upon the submission of a letter application no less than 30 days before the date the last preceding extension is to expire, establishing:
 - a. Good cause, based upon the unique facts of the situation, supporting why an additional extension of time should be granted to complete restoration. The inability to obtain financing necessary to complete the restoration is not considered to be a "unique fact" warranting an additional extension of time.
 - b. That at least 90% of all restoration work has been completed, in the opinion of the Building Inspector.

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

Section 3. This local law shall apply to and shall be remedial for properties for which a building permit was issued for the restoration and reconstruction of a casualty no later than January 1, 2007.

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

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

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

DATED: LaGrangeville, New York
May 11, 2011


CHRISTINE O'REILLY-RAO, Town Clerk

S:\WPDOCS\LaGrange (0070)\Local Laws & Misc. Resolutions\2011\Casualty and Nonconforming uses\05.11.11 Resolution of Adoption.doc

Dutchess County Department of Planning and Development

FAX INFO ONLY	To	Date	# pgs
	Co./Dept.	From	
	Fax #	Phone #	

Zoning Referral

Municipality: Town of LaGrange

Referring Agency: Town Board

Tax Parcel Number(s): _____

Project Name: LL: Nonconformity - subsection Casualty

Applicant: Town Board

Address of Property: _____

Please Fill Out This Entire Portion of the Form

Type of Action:

- Local Law / Text Amendment
- Rezoning
- Site Plan
- Special Permit
- Use Variance
- Area Variance
- Other: _____

Jurisdictional Determinant:

- State Road _____
- County Road _____
- State Property
- County Property
- Municipal Boundary
- Agricultural District

Date Response Requested (if less than 30 days): 5/11

If subject of a previous referral, please note County referral number(s):

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

- Matter of Local Concern
- No Jurisdiction
- No Authority
- Project Withdrawn

Comments Attached:

- Local Concern with Comments
- Conditional
- Denial
- Incomplete — *municipality must resubmit to County*
- Incomplete with Comments — *municipality must resubmit to County*

Date of Submittal: <u>4/26</u>	Notes:	<input type="checkbox"/> Major Project	<input type="checkbox"/> Archive
Date Submittal Received: <u>4/27</u>			<input type="checkbox"/> Discard after 2 yrs
Date Report Requested: <u>5/11</u>		Referral #: <u>11-166</u>	<input type="checkbox"/> Discard after 7 yrs
Date Report Required: <u>5/25</u>			
Date of Transmittal faxed: <u>5/10/11</u> mailed:	Reviewer: <u>JOHN CLARKE</u>		

Poughkeepsie Journal

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, _____ of the City of Poughkeepsie,
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal, a
newspaper published every day in the year 2011 in the
city of Poughkeepsie, Dutchess County, New York, and
that the annexed Notice was duly published in the said
newspaper for one insertion
successively, in each week, commencing on the ~~1st~~
day of May in the year of 2011 and
on the following dates thereafter, namely on:

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

Rita Lombardi
Subscribed and sworn to before me this 2ND day
of May in the year of 2011.

Rose Ann Simpson

Notary Public

My commission expires 1/4/2014

NOTICE OF PUBLIC HEARING
TAKE NOTICE that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on May 11, 2011 at 7 o'clock p. m., on Local Law No. _____ of the Year 2011, to amend Chapter 240 "ZONING" to provide for Summer Day Camps.
TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, except Tuesdays when the hours are between 8:00 a.m. and 3:30 p.m., between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.
DATED LaGrangeville, New York April 27, 2011
CHRISTINE O'NEILLY-RAO
TOWN CLERK
7865

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01S16215893
Qualified in Dutchess County
Commission Expires January 4, 2014

RESOLUTION

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

WHEREAS, the Town of LaGrange, the Town of Pleasant Valley, and Friends of Seniors of Dutchess County Corp., Inc. ("FOS"), desire to provide a Community Senior Transport Program ("CSTP") to eligible residents of the Towns of LaGrange and Pleasant Valley, under the terms and conditions contained in the proposed "Community Senior Transport Program Agreement," attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute a proposed agreement among FOS, the Town of Pleasant Valley, and the Town of LaGrange, annexed hereto as Exhibit "A", or any other agreement having substantially the same or similar provisions.

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

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

DATED: LaGrangeville, New York
May 11, 2011


CHRISTINE O'REILLY-RAO
TOWN CLERK

RESOLUTION

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

WHEREAS, the Town of LaGrange and the Town of Pleasant Valley, desire to jointly purchase a van from Dutchess County, identified as a 2000 Dodge CVN, Vehicle Identification Number 2B 4GP25R8YR835131-2000, to be used for the Community Senior Transport Program ("CSTP"), under the terms and conditions contained in the proposed "Community Senior Transportation Program Van Agreement," attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute a proposed agreement between the Town of Pleasant Valley and the Town of LaGrange, annexed hereto as Exhibit "A", or any other agreement having substantially the same or similar provisions.

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

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

DATED: LaGrangeville, New York
May 11, 2011


CHRISTINE O'REILLY-RAO
TOWN CLERK

AGREEMENT FOR
COMMUNITY SENIOR TRANSPORT PROGRAM

TOWN OF PLEASANT VALLEY
AND
TOWN OF LAGRANGE
Dutchess County, New York
AND
FRIENDS OF SENIORS OF DUTCHESS COUNTY CORP.

THIS AGREEMENT, made and entered into the 11 day of MAY, 2011,
by and among the Town of Pleasant Valley, a municipal subdivision of the State of New York,
situated in Dutchess County with offices located at 1554 Main Street, Pleasant Valley, New York
12569 ("Town of Pleasant Valley"), the Town of LaGrange, a municipal subdivision of the State
of New York situated in Dutchess County with offices located at 120 Stringham Road,
LaGrangeville, New York 12540 ("Town of LaGrange"), and Friends of Seniors of Dutchess
County Corp., a not-for-profit 501 (c) 3 organization, based in Dutchess County, NY ("FOS"),
with offices located at 42 Catharine Street, Poughkeepsie, NY .

WITNESSETH:

WHEREAS, pursuant to Article 5-G of the General Municipal Law , the Town of
LaGrange and the Town of Pleasant Valley are authorized to enter into an intermunicipal
agreement for the purposes of cooperative operation and administration of services; and

WHEREAS, the Town Board of the Town of LaGrange desires to provide transportation
to eligible senior citizens who are otherwise unable to use other publically available means of
transport in the Town of LaGrange; and

WHEREAS, the Town of Pleasant Valley is desirous in joining the Town of LaGrange in
providing a similar program for senior residents of the Town of Pleasant Valley; and

WHEREAS, the Town of Pleasant Valley and the Town of LaGrange desire to facilitate

such transportation through cooperative means; and

WHEREAS, the Town of LaGrange will purchase a van to be used for senior transport services for eligible residents of the Towns of LaGrange and the Town of Pleasant Valley; and

WHEREAS, the Town of Pleasant Valley shall contribute to the purchase price of the van pursuant to a separate agreement between the Town of LaGrange and the Town of Pleasant Valley; and

WHEREAS, the van purchased by the Town of LaGrange will be made available for use in this program; and

WHEREAS, the Town of LaGrange and the Town of Pleasant Valley are desirous of providing senior transport services to eligible seniors; and

WHEREAS, Friends of Seniors of Dutchess County Corp. ("FOS"), is a not-for-profit corporation that is experienced in providing transportation services to senior citizens in the Dutchess County area; and

WHEREAS, FOS has the means and ability to coordinate a senior transport program for eligible residents of the Town of LaGrange and the Town of Pleasant Valley;

NOW, THEREFORE, in consideration of mutual covenants herein contained it is hereby agreed by the Town of LaGrange, the Town of Pleasant Valley, and FOS as follows:

SCOPE OF SERVICES:

1. The Parties shall provide a Community Senior Transport Program ("CSTP") for eligible senior citizens in accordance with the annexed Schedule A (TIMES, DAYS, TOWN), annexed hereto and made a part hereof. This Schedule may be amended upon mutual agreement of the Parties.

PARTICIPATION IN CSTP:

2. The Town of LaGrange shall publish information, including eligibility requirements and applications, to its citizens regarding the CSTP. (Such information may be annexed to this Agreement upon consent of the Parties.) The Town of LaGrange shall arrange for review of completed applications and prepare a list of accepted applicants.
3. The Town of Pleasant Valley shall publish information, including eligibility requirements and applications, to its citizens regarding the CSTP. (Such information may be annexed to this Agreement upon consent of the Parties.) The Town of Pleasant Valley shall arrange for review of completed applications and prepare a list of accepted applicants.
4. Eligibility for participation in the CSTP shall be based upon age and ability to utilize existing public transportation services. To be eligible to participate, CSTP applicants must be individual residents of the Town of LaGrange or the Town of Pleasant Valley, who are over the age of sixty (60) and are otherwise unable to avail themselves of other means of public transportation.
5. It shall be the responsibility of each Town to notify respective applicants of their acceptance into the CSTP.
6. Each Town shall provide the names and addresses of eligible and accepted CSTP participants to FOS.

SENIOR TRANSPORT VAN:

7. The Town of LaGrange shall procure and provide a van (2000 Dodge CVN, Vehicle Identification Number 2B 4GP25R8YR835131-2000), to be shared with the Town of Pleasant Valley, ("Senior Transport Van"), for the CSTP. (A copy of the Intermunicipal Agreement relating to the purchase and maintenance of the van is attached as Schedule B.)
8. The Town of LaGrange shall be responsible for maintenance and upkeep of the van, as detailed in Schedule B. The Town of Pleasant Valley shall reimburse the Town of LaGrange for fifty (50%) percent of the upkeep and maintenance costs of the van. Such costs shall include, but not be limited to expenses such as fuel, routine vehicle maintenance to keep the van in good working condition, and necessary repairs.

VOLUNTEER DRIVERS FOR CSTP:

9. The Town of LaGrange shall arrange for volunteer drivers to be trained by FOS, as applicable, for participation in the CSTP.
10. The Town of Pleasant Valley shall arrange for volunteer drivers to be trained by FOS, as applicable, for participation in the CSTP.
11. For convenience of all parties, the Town of LaGrange shall perform a driving record check on each volunteer driver applicant for both the Town of LaGrange and the Town of Pleasant Valley. The Town of LaGrange shall provide the Town of Pleasant Valley with copies of the driving records for its applicants. Each Town shall, in its sole discretion, accept specific volunteer drivers following the driving record check. It shall be the responsibility of each Town to notify

respective volunteers of their acceptance into the CSTP. Should the Town of LaGrange incur a cost for performing driving record checks on volunteer driver applicants submitted by the Town of Pleasant Valley, it shall invoice the Town of Pleasant Valley for such cost and The Town of Pleasant Valley shall reimburse the Town of LaGrange for same. Each Town shall provide to the other a list of its respective volunteers, along with a copy of each volunteer's driving record and any other information obtained in the vetting process. (Annexed hereto at Schedule C is a copy of the volunteer driver release form, which must be completed by each volunteer.)

12. Each Town shall provide a list of approved volunteer drivers, containing each volunteer's contact information, to FOS.

COORDINATION OF CSTP:

13. Should the Parties determine that training of volunteer drivers is necessary, FOS shall perform such training for the approved volunteer drivers prior to the commencement of the CSTP, and during the Term of this Agreement, as necessary. In the event training is scheduled, attendance will be mandatory for all approved volunteer drivers.
14. The Town of LaGrange shall obtain a dedicated cellular telephone for the CSTP, which shall be kept in the Senior Transport Van, for use by volunteer drivers in relation to the CSTP. The Town of Pleasant Valley shall reimburse the Town of LaGrange for its fifty (50%) percent share of the cost of the CSTP telephone, including purchase and upkeep costs.
15. The Town of LaGrange shall obtain a GPS unit for the CSTP, which shall be kept

in the Senior Transport Van, for use by volunteer drivers in relation to the CSTP. The Town of Pleasant Valley shall reimburse the Town of LaGrange for its fifty (50%) percent share of the CSTP GPS unit, including purchase cost and any ongoing licensing or other upkeep cost associated with the unit.

16. FOS shall provide a dispatcher, who shall manage all activities of the CSTP, including scheduling rides and coordinating volunteer drivers. FOS shall provide the Town of LaGrange, the Town of Pleasant Valley, all volunteer drivers, and all CSTP participants with the phone number for FOS, which shall be used for CSTP coordination purposes.
17. FOS shall respond to all inquiries and calls received regarding the CSTP. FOS shall ensure that the phone line is manned whenever the CSTP is in service, between the hours of 9^{00 A.M.} and 3^{00 P.M.}, in accordance with Schedule A.
18. FOS shall coordinate the transportation to be provided by the CSTP in the Town of LaGrange and the Town of Pleasant Valley. Rides shall be provided for activities such as shopping excursions, entertainment, and other outings as may be agreed by the Parties. CSTP shall not provide transportation for medical appointments. The specific location and means of access to the Senior Transport Van shall be agreed among the Parties. However, it is anticipated that the Senior Transport Van shall be housed and fueled at the Town of LaGrange garage facilities. Should the Parties develop a written procedure regarding same, it may be annexed to this Agreement upon consent of the Parties.

TERM:

19. This Agreement shall commence on the date of execution hereof, and shall

continue for the remainder of the 2011 calendar year, unless sooner terminated in accordance with the provisions of this Agreement. Thereafter, this Agreement shall renew for additional periods of one (1) year each, based upon availability of funds and such terms and conditions as may be agreed, in writing, among the parties. For budget planning purposes, each Party shall notify the others, in writing, of its intention to continue with the CSTP, no later than October 1st of each year for the following calendar year.

ANNUAL COSTS:

20. FOS shall provide a proposed detailed project cost (excluding maintenance and upkeep costs of the senior transport van) to the Town of LaGrange and the Town of Pleasant Valley by August 1st of each year for the following calendar year. Should FOS submit a proposed cost increase in conjunction with annual renewal of the CSTP, the Town of LaGrange and the Town of Pleasant Valley will consider same in conjunction with their respective budget processes, but shall not be bound by the cost-increase provisions. Should a proposed cost increase not be accepted by the Towns, the Parties may seek to commence termination proceedings in accordance with this Agreement.
21. The Towns shall exchange proposed project costs no later than September 1st of each year, to allow for budgeting purposes.

TERMINATION:

22. Should any of the parties choose not to continue its participation in the program for the subsequent calendar year, that party must notify the other parties of its intention, in writing, at the addresses specified herein, no later than October 1st

prior to the calendar year that the party wishes to withdraw from the Agreement.

The Parties shall then meet at a mutually agreeable time and location to discuss potential termination of the Agreement. If the Parties are unable to agree to continue the CSTP, the CSTP shall then be terminated, effective December 31st of the then-current calendar year.

23. This Agreement may be terminated with cause immediately upon written notice to the other parties.

INSURANCE:

24. Both the Town of Pleasant Valley and the Town of LaGrange do hereby agree to obtain and thereafter maintain and keep in full force and effect as part of the general liability insurance, public liability insurance relative to this Agreement during all phases of the performance of the various provisions that are performed herein. Satisfactory evidence of the policy shall be furnished to the other at the commencement of this Agreement and annually, upon request.

INDEMNIFICATION:

25. The Town of Pleasant Valley agrees to indemnify and hold harmless the Town of LaGrange and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of the Town of Pleasant Valley or its officers, employees, or agents with respect to this agreement. The Town of Pleasant Valley agrees to indemnify and hold harmless FOS and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the

willful or negligent acts or omissions of the Town of Pleasant Valley or its officers, employees, or agents with respect to this agreement.

26. The Town of LaGrange agrees to indemnify and hold harmless the Town of Pleasant Valley and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of the Town of LaGrange or its officers, employees, or agents with respect to this agreement.
The Town of LaGrange agrees to indemnify and hold harmless FOS and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of the Town of LaGrange or its officers, employees, or agents with respect to this agreement.
27. FOS agrees to indemnify and hold harmless the Town of LaGrange and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of FOS or its officers, employees, or agents with respect to this agreement.
28. FOS agrees to indemnify and hold harmless the Town of Pleasant Valley and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of FOS or its officers, employees, or agents with respect to this agreement.
29. This provision, as well as the additional provisions of this Agreement, is solely

for the benefit of the parties hereto and the parties intend no benefit to any third-persons.

PAYMENT:

30. The Town of LaGrange shall pay FOS for coordination of the CSTP at the rate of TWO DOLLARS and FIFTY CENTS (\$2.50) per Town of LaGrange participant per day. The Town of LaGrange shall also pay FOS for coordination of the CSTP at the rate of TWO DOLLARS and FIFTY CENTS (\$2.50) per Town of Pleasant Valley participant per day, which cost shall be invoiced to the Town of Pleasant Valley by the Town of LaGrange. FOS shall bill the Town of LaGrange monthly and payment shall be made within three weeks thereafter and upon receipt of all necessary vouchers and supporting documents from FOS.
31. FOS agrees to cooperate with any audit of the CSTP program as requested by the Town of LaGrange or the Town of Pleasant Valley. Any annual change in cost shall be determined upon mutual agreement of the parties in accordance with Town budgetary processes and as detailed above.
32. Each Town shall be responsible for its respective fifty (50%) share of the maintenance and upkeep costs of the Senior Transport Van, as detailed in Schedule B (Intermunicipal agreement for purchase and upkeep of van).
33. The Town of LaGrange shall invoice the Town of Pleasant Valley on a monthly basis for its fifty (50%) percent share of the CSTP including costs and expenses of the Senior Transport Van, and other expenses as detailed in this Agreement. Such invoices shall also include FOS ride charges provided however, that the Town of Pleasant Valley shall only be charged for those rides provided to Pleasant Valley

residents. The Town of Pleasant Valley shall reimburse the Town of LaGrange within thirty (30) days of receipt of each monthly invoice/voucher.

34. Upon termination of this Agreement, the Town of LaGrange shall reimburse the Town of Pleasant Valley for fifty (50%) percent of the then current value of the CSTP cell phone and GPS device. If the CSTP cell phone service is subject to a long term contract and the Town of LaGrange incurs an early termination fee in connection therewith as a result of cancellation of this Agreement by the Town of Pleasant Valley, then the Town of Pleasant Valley shall reimburse the Town of LaGrange for fifty (50%) percent of such early termination fee. The disposition of the van shall be determined in accordance with the Intermunicipal Agreement for purchase of same. (See Schedule B.)
35. Any unused funds shall be allocated and provided for the program for the succeeding year if the Agreement is not cancelled for that succeeding year.

CHOICE OF LAW AND VENUE:

36. The parties agree and understand that the Supreme Court, Dutchess County, New York shall have exclusive jurisdiction of any controversy or claim arising out of or relating to this agreement, and/or the breach thereof.

NOTICES:

37. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by the respective party:

To the Town of LaGrange:
Jon Wagner, Supervisor
Town of LaGrange

120 Stringham Road
LaGrangeville, New York 12540

With a copy to:

Ronald Blass, Esq.
VanDeWater & VanDeWater
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602

To the Town of Pleasant Valley:

John McNair, Supervisor
Town of Pleasant Valley
1554 Main Street
Pleasant Valley, New York 12569

With a copy to:

Scott L. Volkman, Esq.
Gellert & Klein, P.C.
75 Washington Street
Poughkeepsie, New York 12601

To FOS:

Susan Davidson
Friends of Seniors of Dutchess County Corp.
42 Catharine Street
Poughkeepsie, NY 12601

With a copy to:

Theodore Riedeberg, Board President
Friends of Seniors of Dutchess County Corp.
4 Marian Avenue
Poughkeepsie, NY 12601

WAIVER:

38. No waiver of any breach of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

AUTHORIZATION:

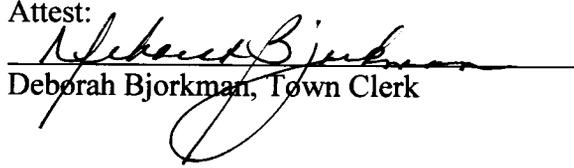
39. The Town Supervisor of the Town of LaGrange has executed this Agreement pursuant to a Resolution adopted by the Town Board, at the Town of LaGrange, at a meeting thereof held on May 11, 2011. The Supervisor is duly authorized and empowered to execute this instrument and to enter into such an Agreement on behalf of the Town of LaGrange.
40. The Town Supervisor of the Town of Pleasant Valley has executed this Agreement pursuant to a Resolution adopted by the Town Board, at the Town of Pleasant Valley, at a meeting thereof held on MAY 11, 2011. The Supervisor is duly authorized empowered to execute this instrument and to enter into such an Agreement on behalf of the Town of Pleasant Valley.

ENTIRE AGREEMENT:

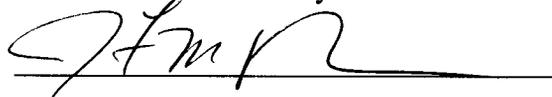
41. This Agreement constitutes a complete understanding of the parties. No modification of any of the provisions thereof shall be valid unless in writing and is signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes. Headings are for convenience only.

IN WITNESS WHEREOF the Town of Pleasant Valley and the Town of LaGrange will cause their corporate seals to be affixed hereto and this instrument shall be signed by John McNair, Town Supervisor of Town of Pleasant Valley and Jon Wagner, Town Supervisor of Town of LaGrange.

Attest:


Deborah Bjorkman, Town Clerk

Town of Pleasant Valley



John McNair, Town Supervisor

(Seal)

Town of LaGrange

Attest:

Christine O'Reilly-Rao
Christine O'Reilly-Rao, Town Clerk

Jon Wagner
Jon Wagner, Town Supervisor

(Seal)

State of New York)
)ss.:
County of Dutchess)

On the *12th* day of *May* in the year **2011** before me, the undersigned, a Notary Public in and for said State, personally appeared John McNair personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the

individual acted, executed the instrument.

LAURIE FRICCHIONE
Notary Public - State of New York
NO. 01FR4914649
Qualified in Putnam County
My Commission Expires *5/29/14*

Laurie Fricchione
Notary Public

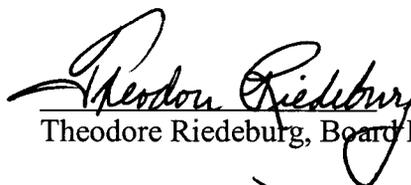
State of New York)
)ss.:
County of Dutchess)

On the *19* day of *May* in the year **2011** before me, the undersigned, a Notary Public in and for said State, personally appeared Jon Wagner personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY J. BAUGHMAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01BA6129543
Commission Expires: June 27, *2013*

Nancy J. Baughman
Notary Public

IN WITNESS WHEREOF Friends of Seniors of Dutchess County Corp., will cause this instrument to be signed by Theodore Riedeburg, Board President, and Susan Davidson, Executive Director.


Theodore Riedeburg, Board President


Susan Davidson, Executive Director

State of New York)
)ss.:
County of Dutchess)

On the 19th day of May in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Theodore Riedeburg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY J. BAUGHMAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01BA6129543
Commission Expires: June 27, 2013


Notary Public

State of New York)
)ss.:
County of Dutchess)

On the 19th day of May in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared Susan Davidson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NANCY J. BAUGHMAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01BA6129543
Commission Expires: June 27, 2013


Notary Public

INTERMUNICIPAL AGREEMENT
For
COMMUNITY SENIOR TRANSPORTATION PROGRAM VAN
BETWEEN

TOWN OF PLEASANT VALLEY
AND
TOWN OF LAGRANGE
Dutchess County, New York

THIS INTERMUNICIPAL AGREEMENT, made and entered into the 11 day of MAY, 2011, by and between the Town of Pleasant Valley, a municipal subdivision of the State of New York, situated in Dutchess County with offices located at 1554 Main Street, Pleasant Valley, New York 12569 ("Town of Pleasant Valley") and the Town of LaGrange, a municipal subdivision of the State of New York situated in Dutchess County with offices located at 120 Stringham Road, LaGrangeville, New York 12540 ("Town of LaGrange");

WITNESSETH:

WHEREAS, pursuant to Article 5-G of the General Municipal Law , the parties are authorized to enter into this Intermunicipal Agreement for the purposes of cooperative operation and administration of services; and

WHEREAS, the Town Board of the Town of Pleasant Valley desires to provide transportation to senior citizens who are otherwise unable to use other publically available means of transport in the Town of Pleasant Valley; and

WHEREAS, the Town of LaGrange is desirous in joining the Town of Pleasant Valley in providing a similar program for senior residents of the Town of LaGrange; and

WHEREAS, the Town of Pleasant Valley and the Town of LaGrange desire to facilitate such transportation through cooperative means; and

WHEREAS, the purchase of a vehicle for use in the Community Senior Transportation Program ("CSTP") will facilitate this transportation;

NOW, THEREFORE, in consideration of mutual covenants herein contained it is hereby agreed by the Town of Pleasant Valley and the Town of LaGrange as follows:

1. The Town of LaGrange shall purchase a van, identified as 2000 Dodge CVN, Vehicle Identification Number 2B 4GP25R8YR835131-2000, ("Senior Transport Van") from the County of Dutchess in order to have it available for use in the CSTP.
2. The Town of LaGrange shall purchase the Senior Transport Van for a sum of nine-hundred ninety-nine dollars (\$999.00). The Town of Pleasant Valley shall reimburse the Town of LaGrange for one-half the purchase price, in the sum of four-hundred ninety-nine dollars and fifty cents (\$499.50).
3. The Town of LaGrange shall hold title to the Senior Transport Van. However, the Parties agree that each Town has a fifty (50%) share in the ownership of the Senior Transport Van.
4. The Town of LaGrange shall obtain insurance for the vehicle, to include all necessary endorsements, as recommended by the insurance provider for the Town of LaGrange. Such insurance shall be maintained through NYMIR.
5. The Town of LaGrange shall perform all necessary maintenance on the Senior Transport Van. The Town of LaGrange shall invoice the Town of Pleasant Valley on a monthly basis for one-half of the costs of such insurance and maintenance. Maintenance expenses shall include, but not be limited to, fuel, routine vehicle maintenance to keep the van in good working condition, and necessary repairs. The Town of LaGrange shall submit vouchers to the Town of

Pleasant Valley for all costs and expenses, which vouchers shall include detailed maintenance statements, if applicable. The Town of Pleasant Valley shall provide payment within thirty (30) days of receipt of each monthly invoice, or, depending on the date of receipt of each invoice, as soon thereafter as possible in accordance with the Town of Pleasant Valley's voucher processing schedule.

6. The Senior Transport Van shall be used for the CSTP, to be provided by cooperative agreement among the Town of LaGrange, the Town of Pleasant Valley, and Friends of Seniors of Dutchess County Corp. and for such other purposes as may be mutually agreed upon by the Parties. The Senior Transport Van shall be stored and fueled at the Town of LaGrange garage facilities.

7. The Town of LaGrange and the Town of Pleasant Valley shall cooperate to transfer the Senior Transport Van between their respective facilities as necessary, based upon the operation of the CSTP.

8. Should the CSTP cease or should either party wish to withdraw from participation in same, the Town of LaGrange and the Town of Pleasant Valley shall meet to mutually agree upon disposition of the Senior Transport Van and/or termination of the CSTP, upon such terms and conditions as may be amenable to the parties.

9. Exclusive of automobile insurance, which shall be obtained and maintained by the Town of LaGrange, and for which the Town of Pleasant Valley shall reimburse the Town of LaGrange its fifty (50%) percent share of the cost, both the Town of Pleasant Valley and the Town of LaGrange do hereby agree to obtain and thereafter maintain and keep in full force and effect as part of the general liability insurance, public liability insurance which may be relative to

this Agreement during all phases of the performance of the various provisions that are performed herein. Satisfactory evidence of the policy shall be furnished to each party by the other at the commencement of this Agreement and annually, upon request.

10. The Town of Pleasant Valley agrees to indemnify and hold harmless the Town of LaGrange and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of the Town of Pleasant Valley or its officers, employees, or agents with respect to this agreement. The Town of LaGrange agrees to indemnify and hold harmless the Town of Pleasant Valley and its agents and employees from any cause, claim, action, liability, fine, penalty, or proceeding (including attorney's fees) arising directly or indirectly out of the willful or negligent acts or omissions of the Town of LaGrange or its officers, employees, or agents with respect to this agreement. This provision, as well as the additional provisions of this Agreement, is solely for the benefit of the parties hereto and the parties intend no benefit to any third-persons.

11. This Agreement shall be effective as of May 12, 2011 and, following the initial purchase of the Senior Transport Van, the term as to maintenance and cost-sharing shall be for an initial term of the remainder of the 2011 calendar year following commencement of the CSTP and thereafter shall be automatically continued each year, unless sooner terminated by the parties. For budget planning purposes, each Party shall notify the others, in writing, of its intention to continue with the CSTP, no later than October 1st of each year for the following calendar year.

12. It is expected that the cost of the maintenance and upkeep of the Senior Transport

Van for the year 2011, shall not exceed ten-thousand dollars (\$10,000.00). Each municipality shall share the cost by paying one-half of the costs and shall pay their respective fifty (50%) percent share of any costs that exceed the annual projected costs. The Town of Pleasant Valley shall pay the Town of LaGrange in accordance with the provisions set forth herein. Monthly reports of expenses shall be provided by LaGrange to Pleasant Valley not less than 21 days after the close of the each month. Any unused funds shall be allocated and provided for the program for the succeeding year, as long as the program is not cancelled for the succeeding year.

13. Exclusive of the cost for the purchase of the Senior Transport Van, the project cost is subject to annual increases. Proposed project costs shall be exchanged by the Towns by September 1st of each year for budgeting purposes. Any increased costs shall be borne equally by the parties.

14. The parties agree and understand that the Supreme Court, Dutchess County, New York shall have exclusive jurisdiction of any controversy or claim arising out of or relating to this agreement, to the breach thereof.

15. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by the respective party:

To the Town of Pleasant Valley:

John McNair, Supervisor
Town of Pleasant Valley
1554 Main Street
Pleasant Valley, New York 12569

With a copy to:

Scott L. Volkman, Esq.
Gellert & Klein, P.C.
75 Washington Street
Poughkeepsie, New York 12601

To the Town of LaGrange:

Jon Wagner, Supervisor
Town of LaGrange
120 Stringham Road
LaGrangeville, New York 12540

With a copy to:

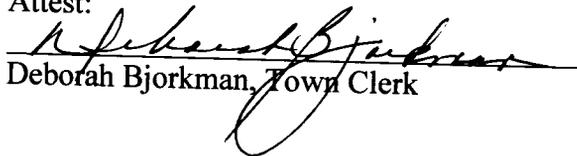
Ronald Blass, Esq.
VanDeWater & VanDeWater
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602

16. No waiver of any breach of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

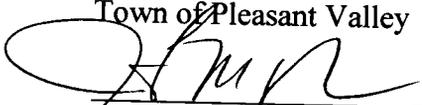
17. This Agreement constitutes a complete understanding of the parties. No modification of any of the provisions thereof shall be valid unless in writing and is signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes.

IN WITNESS WHEREOF the Town of Pleasant Valley and the Town of LaGrange will cause their corporate seals to be affixed hereto and this instrument shall be signed by John McNair, Town Supervisor of Town of Pleasant Valley and Jon Wagner, Town Supervisor of Town of LaGrange.

Attest:


Deborah Bjorkman, Town Clerk

Town of Pleasant Valley


John McNair, Town Supervisor

(Seal)

AGREEMENT

AGREEMENT between the TOWN OF LAGRANGE, 120 Stringham Road, LaGrangeville, New York, 12540 ("Town") and TITUSVILLE PROPERTIES, LLC, 982 Main Street, Fishkill, New York, 12524 and THE NET ATHLETICS LLC, 258 Titusville road, Poughkeepsie, New York, 12603 (collectively referred to as "Owner").

WHEREAS, Owner desires to conduct a summer day camp operation at the existing Gold's Gym during the summer of 2011;

WHEREAS, the Town's zoning administrator has issued a written determination that the summer day camp proposal is not a permitted use of the Owner's site;

WHEREAS, the zoning administrator's determination was without prejudice to, and did not foreclose, Owner's prosecution of an application for administrative approvals from the Town's Planning Board based upon the possibility that the Town Board would timely adopt local legislation amending Chapter 240 of the Town Code to provide for the use of, and regulation of, summer day camps in various zoning districts, one of which includes the zoning district where the Owner's parcel is located;

WHEREAS, the Town Board is entertaining the proposed local legislation in order, in part, to give the Owner the opportunity to pursue and to potentially obtain special permit and site plan approvals from the Planning Board;

WHEREAS, the Town is concerned that if the legislation is enacted, in part for the benefit of the Owner's aspirations, and if the Planning Board does not issue the administrative approvals, or does not timely issue the administrative approvals, Owner and any affiliated company or tenant or licensee would nonetheless open and operate the proposed summer day camp operation and trigger the need and expense for enforcement action by the Town, and/or other legal, quasi-judicial or administrative proceedings related to the determination of the zoning administrator;

WHEREAS, this Agreement is made by the Owner in order to induce the Town Board to consider adopting the aforesaid summer day camp legislation without the above-described controversy and potential cost to the public purse resulting from proceedings before the Planning Board.

NOW, for good and valuable consideration, the parties agree as follows:

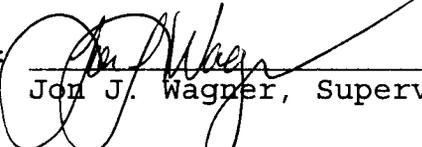
1. In the event that the Town Board adopts the pending local legislation herein described, the Owner on behalf of itself, its affiliates, tenants, licensees, grantees, or successors or assigns agrees that it shall not open and/or operate the subject summer day camp at the Owner's property on Titusville Road, Town of LaGrange until and unless it obtains all administrative approvals from the Planning Board required

under the proposed legislation, in particular including special permit and site plan approval *and other agency approvals* 

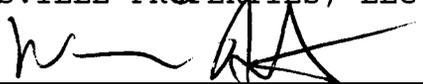
2. In the event of breach of this obligation to forebear opening and operating the summer day camp, the Town shall be entitled to enforcement by injunction in the nature of specific performance, Owner consents to the granting of such relief, and Owner stipulates and agrees to the Town's recovery of all reasonable and necessary attorneys' fees and court costs. 

3. This constitutes the full and complete Agreement between the parties.

TOWN OF LAGRANGE

By:  (5/11/11)
Jon J. Wagner, Supervisor

TITUSVILLE PROPERTIES, LLC

By: 

THE NET ATHLETICS LLC

By: 

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4. Owner waives the right to appeal to Town ZBA from the zoning administrator's determination. 


RECEIVED
TOWN CLERK

5/13/11 car