

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

**TOWN BOARD MEETING  
September 24, 2014**

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

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

**Others Present:** Ron Blass, Esq. Van De Water & Van De Water  
Wanda Livigni, Planning & Public Works  
Sandy Washburn, Recreation Direction

The regular meeting of the Town Board was held on Wednesday, September 24, 2014, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Councilman Jessup asked for a moment of silence for NYPD Officer Michael Williams who was killed in an accident earlier this week.

Mr. Bell asked for a motion to accept the minutes for September 10, 2014. Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Information regarding Time Warner will be available in the Clerk's office for one week.

**Agenda**

Mr. Bell asked for a motion to set the Public Hearing for the Assessment Roll for October 22, 2014. (SEE ADDENDUM)  
Councilman Luna so moved, seconded by Councilman Dyal. The motion carried unanimously.

Mr. Bell asked for a motion to set the Public Hearing for the Re-levies of Water, Sewer and Property Maintenance for October 22, 2014. (SEE ADDENDUM)  
Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried unanimously.

The 2015 Tentative Budget was presented to the Town Board. A copy of the Tentative Budget is available in the Clerk's office. (SEE ADDENDUM FOR NOTICE)  
Councilman Luna moved to set the Public Hearing for the Preliminary Budget for October 22, 2014. Councilman Jessup seconded the motion and it carried unanimously.

Councilman Polhemus moved to schedule a Workshop Meeting for October 1, 2014 at 4:00 pm to review the 2015 Tentative Budget. Councilman Jessup seconded the motion and it carried unanimously.

**Resolution:** Ratifying the issuance of a Notice of Public Hearing to correct the street address of a parcel identified in the Zoning Amendment of Local Law 5 of 2014. (SEE ADDENDUM)

The Building Inspector requested approval to return a building permit fee in the amount of \$100 to 261 Titusville Road. Councilman Polhemus so moved, seconded by Councilman Jessup. The motion carried unanimously.

Councilman Luna moved to approve the Comptroller's Budget Transfers and Amendments. Councilman Jessup seconded the motion and it was carried by all. (SEE ADDENDUM) Supervisor Bell noted that the transfer from medical insurance to building personal services is due to the additional work being done in the Town Hall. The transfer from medical insurance to Supervisor personal services was due to the insurance buy out for the Legislative Aide and Supervisor.

**Resolution:** Authorizing Execution of a Football Agreement (SEE ADDENDUM)

**Agreement:** Pop Warner Football (SEE ADDENDUM)

Supervisor Bell noted that all of the Board's requirements for the maintenance of the park had been agreed to by the league. The Agreement will be valid for 10 years. The league will not be able to make any capital improvements without the Board's approval. They will also need permission from the Board should they wish to use the park for any use other than a sporting event.

Councilmen Dyal and Luna had some questions regarding the league's bank statements. The Central Hudson bill for April and May was \$900 and \$954 respectively.

Mr. Heck from the league stated that an unknown person or persons had gotten into the trailer and turned on the electric heat, which ran up the electric bill.

Mr. Luna asked about a check made out to Mark Davis. Mr. Heck replied that the check was for accounting services.

Mr. Luna questioned section 4 (g) on page 3 regarding directional signs for the park.

Mr. Bell replied that the language was standard in all park use Agreements.

The Highway Superintendent requested that funds from DA.2650 (scrap metal) in the amount of \$6,707.60 and from DA.2651 (sale of refuse for recycling) in the amount of \$212.85 be transferred to 5130.4 (machinery-contractual).

Councilman Luna moved to approve the request, seconded by Councilman Polhemus. The motion carried unanimously.

CAC Chairman, Maung Htoo requested permission to attend the 2014 NYS Conference on the Environment in Binghamton, New York. The conference will be held on October 2, 2014 to October 4, 2014, and the cost to the town \$593.00.

Mr. Bell noted that the CAC budget has enough of a balance to cover the expense of the Conference. Mr. Luna added that Mr. Htoo had frequently paid out of his own pocket to attend Conferences in the past.

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

### **Committee Reports**

#### **Water and Sewer**

No report

#### **Recreation**

Ms. Washburn invited the Board to attend the dedication of the Eagle Scout project in Freedom Park on September 29<sup>th</sup> at 4 pm. She recently joined the Hudson Valley Leisure Services Association which includes members from six counties. A brief discussion on the tree that had to be taken down during the summer followed. The wood from the tree will be used for the two nature trails in the park. Ms. Washburn will be looking into solutions for some problems in the dog park.

#### **Open Space**

Mr. Jessup stated that he had walked the Sutter property with Dutchess Land Conservancy on September 11<sup>th</sup>. There are two parcels totaling 57 acres. The property abuts the Wappinger Creek.

A brief discussion followed.

#### **Highway**

Mr. Polhemus invited the Board to go down to the Highway Department to see the new equipment.

#### **Business Economic Development**

No report

#### **Town Attorney**

No comment

#### **Administrator of Planning and Public Works**

No comment

## Public Comment

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

Two Students from Arlington High School commented that they were in attendance tonight as a requirement for their Participation in Government class.

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

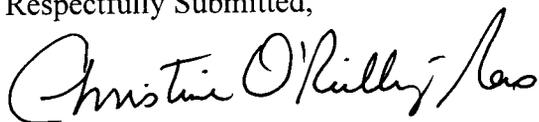
## Town Board Discussion

Mr. Bell opened a discussion on a County proposal to go out to bid for electric supply. The bids will be returned on September 30, 2014 at 2:00 pm. The acceptance or rejection of the low bid would be required within 24 hours of the bid receipt. This requirement is due to the fact that electric supply is based on a competitive commodity market which is subject to fluctuation. Rejection of all bids will result in the acceptance of service from Central Hudson. The County's recommended target price is 8.2 cents per KWH for year one and less than 8.0 cents per KWH for years two and three. The bid document requiring an aggregated bid price for all participants would require that all participants accept the aggregated pricing. Mr. Bell added that he was impressed with the analysis presented by the County; however the Board needs to determine whether to go with the County's option of being in the bidding process or just stay with the status quo.

Mr. Luna was concerned about the cost associated with a buy-out of the contract, but recused himself from further comment since his son-in-law works for Central Hudson. Mr. Polhemus stated that he thought a three year contract was too long, especially without being able to opt out without penalty. Mr. Dyal stated that he did not always agree with an analysis of such matters. Mr. Jessup added that staying with Central Hudson was the safest way to go. The Board was in agreement to stay with Central Hudson and not participate in the bidding process.

Councilman Jessup moved to adjourn at 7:45 pm, seconded by Councilman Dyal. The motion was carried by all.

Respectfully Submitted,



Christine O'Reilly-Rao  
Town Clerk

## **ADDENDUM**

- Notice of Receipt of Assessment Roll for 2015
- Notice of Public Hearing: Assessment Roll for 2015
- Notice of Public Hearing: Re-Levies of Water, Sewer & Property Maintenance
- Notice of Receipt of 2015 Tentative Budget
- Resolution: Parcel Address Correction to Local Law 5 of 2015
- Budget Transfers & Amendments
- Resolution: Football Agreement
- Agreement: Pop Warner Football

**NOTICE OF PUBLIC HEARING**

TAKE NOTICE that, pursuant to Town Law § 239, the Town Clerk of the Town of LaGrange is in receipt of the assessment roll for special improvement districts.

TAKE FURTHER NOTICE THAT the Town Board will hold a public hearing at 120 Stringham Road, Town of Grange, New York on October 22, 2014 at 7:00 o'clock p.m. prevailing time, to hear and consider any objections which may be made to the assessment roll pursuant to Town Law § 239.

TAKE FURTHER NOTICE, that copies of the aforesaid special improvement district assessment roll will be available for examination at the office of the Clerk of the Town of LaGrange at 120 Stringham Road, Town of LaGrange, 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 assessment roll at the time and place aforesaid.

DATED:       LaGrangeville, New York  
              September 24, 2014

A handwritten signature in cursive script, reading "Christine O'Reilly-Rao". The signature is written in black ink and is positioned above the printed name and title.

Christine O'Reilly-Rao  
LaGrange Town Clerk

**TOWN OF LA GRANGE**  
**Notice of Receipt of Assessment Rolls for Special Districts**

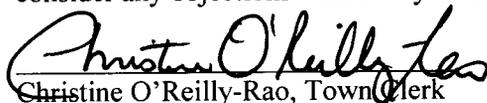
PLEASE TAKE NOTICE THAT THE 2015 Assessment Rolls for the following:

**2015 Districts & Special Districts**

DUFDR	DUTCHESS FARMS DRAINAGE DISTRICT
DW0Q3	DEERFIELD ESTATE WATER
FFSF3	FRANK FARM & SLEIGHT FARM SEWER DISTRICT
FFSW2	FRANK FARM DRAINAGE DISTRICT
GW0D6	GRANDVIEW ESTATE WATER
HKSMD	H&K PAGE DRAINAGE DISTRICT
HRW01	HARVEST RIDGE WATER DISTRICT
HRSDD	HARVEST RIDGE DRAINAGE DISTRICT
HS03X	HILLVIEW SEWER (TENANTS OF TITUSVILLE SEWER)
LKRDD	LAKE RIDGE DRAINAGE DISTRICT
LL054	LAGRANGE LIGHTING
LR0DD	LAUREL RIDGE DRAINAGE DISTRICT
LRSWD	LINCOLN RIDGE DRAINAGE DISTRICT
LW0LW	SOUTHWEST LAGRANGE WATER EXT. #5
LW0Q4	SOUTHWEST LAGRANGE WATER
MGMDD	MGM PROPERTIES
MRGDD	MEADOW RIDGE DRAINAGE DISTRICT
MVW01	MAPLEVIEW WATER DISTRICT
MW0L1	MANCHESTER WATER DISTRICT
MWS01	MALONEY WOODS DRAINAGE DISTRICT
NS0F2	NOXON KNOLLS SEWER
NW0L3	NOXON KNOLLS WATER
PESDD	PROVIDENCE ESTATES DRAINAGE DISTRICT
RSVDD	THE RESERVE DRAINAGE DISTRICT
SD0T4	TITUSVILLE SEWER EXTENSION
SFSW2	SLEIGHT FARM DRAINAGE DISTRICT
SRS01	SUNSET RIDGE SEWER
SRD01	SUNSET RIDGE DRAINAGE
SVFDR	SVF DRAINAGE DISTRICT
TCLTD	TOWN CENTER LIGHTING
TCS01	TOWN CENTER DEV IMPROVEMENT DISTRICT
THD01	TODD HILL DRAIN
TS0F1	TITUSVILLE SAN SEWER
TW0L6	TITUSVILLE WATER
WD02X	TOWN CENTER WATER IMPROVEMENT
WED01	WINDANCE ESTATE DRAINAGE DISTRICT

have been completed and are on file in the Town Clerk's office at 120 Stringham Road, LaGrangeville, NY and may be examined during normal business hours.

PLEASE TAKE FURTHER NOTICE that the Town Board will hold a hearing thereon at the LaGrange Town Hall, 120 Stringham Road, on **October 22, 2014 at 7:00 pm** to consider any objections which may be made to said rolls.

  
Christine O'Reilly-Rao, Town Clerk  
September 24, 2014

**TOWN OF LaGRANGE - 2014 NOTICE OF RE-LEVY WATER & SEWER DISTRICTS AND NOTICE OF RE-LEVY OF PROPERTY MAINTENANCE FEES**

TAKE NOTICE THAT I, the undersigned Receiver of Taxes of the Town of LaGrange, County of Dutchess and State of New York, pursuant to the provisions of law will send a list of Delinquent Water & Sewer Districts and Property Maintenance Fees to the Dutchess County Commissioner of Finance after authorization from the LaGrange Town Board following the Public Hearing to be held on October 22, 2014.

TAKE NOTICE, that these delinquent amounts will re-levied onto the 2015 Town & County tax bills. They include the following water districts: Deerfield, Grandview, Noxon Knolls, South West LaGrange, Titusville, Town Center, Manchester and Mapleview. The following are sewer districts: Titusville, Noxon Knolls, Sunset Ridge and Sleight-Frank Farm.

AND FURTHER NOTICE is hereby given pursuant to Town Code Chapter 181-7C (2) "Property Maintenance": Reimbursement of costs incurred by the Town to be charged against the real property which is the subject of the violation.

SUBMITTED: Jane Sullivan  
Receiver of Taxes

**NOTICE OF FILING OF THE 2015 TENTATIVE BUDGET AND  
NOTICE OF PUBLIC HEARING ON THE 2015 PRELIMINARY BUDGET FOR THE  
TOWN OF LA GRANGE**

NOTICE IS HEREBY GIVEN that the Tentative Budget of the Town of LaGrange, Dutchess County, NY for the fiscal year beginning January 1, 2015 has been filed in the office of the Town Clerk. It will be available for inspection by any interested persons during regular office hours: 8:30 a.m. until 4:00 p.m. on all business days, except Tuesdays when the hours are between 8:30 a.m. and 3:30 p.m. The Town Clerk's office is located at the LaGrange Town Hall, 120 Stringham Road, La Grangeville, NY, 12540.

FURTHER NOTICE IS HEREBY GIVEN that the Town Board of said Town of LaGrange will meet and review the 2015 Budget which includes Water and Sewer Rates for 2015, and hold a public hearing thereon at 7:00 P.M. on October 22, 2014 at 120 Stringham Road La Grangeville, New York, and that at such hearing any person may be heard for or against the Preliminary Budget as compiled, or any item or items contained therein.

All citizens attending the public hearing have the right to provide written and oral comments concerning the entire budget.

By Order of the LaGrange Town Board

  
Christine O'Reilly-Rao  
Town Clerk

September 24, 2014

## RESOLUTION

Resolution introduced by Councilman Luna, and seconded by Councilman Dyal.

WHEREAS, on September 10, 2014, the LaGrange Town Board introduced the following local law for the Town of LaGrange to be known as Local Law No. 5 of 2014, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, AMENDING THE ZONING MAP ESTABLISHED BY SECTION 240-22 OF CHAPTER 240, "ZONING", OF THE LAGRANGE TOWN CODE IN ORDER TO CHANGE THE ZONING DISTRICT DESIGNATION OF PARCELS FROM THE INDUSTRIAL ("I") ZONING DISTRICT TO THE COMMERCIAL ("C") ZONING DISTRICT; and

WHEREAS, as introduced, Section 6 of the proposed local law incorrectly assigned the address of 79 Firemens Way to LaGrange Tax Parcel Number 6261-04-976113, instead of its correct address of 79 Noxon Road; and

WHEREAS, the purpose of this Resolution is to correct Section 6 of the proposed local law, and to ratify the Town Clerk's issuance of a Notice of Public Hearing which correctly assigns the street address to the subject parcel of 79 Noxon Road.

BE IT RESOLVED, that Section 6 of the proposed local law introduced on September 10, 2014 is deemed amended, and the local law is deemed to be on the desks of the Town Board members in such modified form as to Section 6, as follows:

Section 6. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is amended to change the zoning district designation of the following parcel in the Town of LaGrange from the Industrial ("I") zoning district to the Commercial ("C") zoning district:

LaGrange Tax Parcel Number 6261-04-976113 at 79 Noxon Road.

BE IT FURTHER RESOLVED, that the Town Board approves and ratifies the Town Clerk's issuance of a Notice of Public Hearing which correctly describes the street address of the parcel which is the subject of amended Section 6 of the proposed local law.

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

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

Dated: LaGrangeville, New York  
September 24, 2014

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

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BUDGET AMENDMENTS

**General Fund**

Inc. Forfeitures of Deposit (A.2620)	62,032.20	
Inc. Purchase of Land (A.1940.04)		62,032.20
For transfer from L.P.I. of money for payment of back taxes on Red Oaks Mill property approved by board on July 9, 2014		

**Highway Fund**

Inc. State Aid, CHIPS (DA.3501)	71,819.88	
Inc. Permanent Improvements, Cont. (DA.5112.04)		71,819.88
To adjust 2014 budget for CHIPS rollover balance and winter recovery appropriation payment.		

BUDGET TRANSFERS

	<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMT.</u></b>
<b>General Fund:</b>	Personnel, Contractual (A.1430.04)	Engineer, Contractual (A.1440.04)	1,745.00
	Medical Insurance (A.9060.08)	Buildings, Personal Services (A.1620.01)	15,500.00
	Zoning, Personal Services (A.8010.01)	Central Data Processing, Equipment (A.1680.02)	26,092.75
	Unemployment Insurance (A.9050.08)	Workers' Compensation (A.9040.08)	514.00
	Medical Insurance (A.9060.08)	Supervisor, Personal Services (A.1220.01)	7,905.00
	Band Concerts (A.7270.04)	Recreation, Contractual (A.7020.04)	700.00
	Parks Contractual (A.7110.04)	Recreation, Contractual (A.7020.04)	6,000.00

**RESOLUTION**

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

WHEREAS, the TOWN OF LAGRANGE and HUDSON VALLEY ADMIRALS YOUTH AND CHEER FOOTBALL have negotiated an agreement for the latter's use of the Overlook Fields to provide a youth football program; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute, the proposed agreement or any other agreement having substantially the same or similar provisions.

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

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

DATED: LaGrangeville, New York  
September 24, 2014

  
CHRISTINE O'REILLY-RAO TOWN CLERK

AGREEMENT

THIS AGREEMENT, made this 24 day of Sept, 2014 by and between the TOWN OF LAGRANGE, a municipal corporation having its Town Offices at Town Hall, 120 Stringham Road, LaGrangeville, New York, 12540 (hereinafter referred to as the "Town") and HUDSON VALLEY ADMIRALS YOUTH AND CHEER FOOTBALL (hereafter "League"), formerly known and affiliated with Hudson Valley Pop Warner Football, Little Scholars, Inc. and Overlook Sports Association, Inc., an unincorporated association consisting of various members, having an office at P.O. Box 128, LaGrangeville, NY 12540 and/or 36 Knights Place, Poughkeepsie, NY 12603.

W I T N E S S E T H:

WHEREAS, the Recreation Department of the Town of LaGrange wishes to provide Town residents with a recreational program which includes a youth football program; and

WHEREAS, the League has provided such a football program in the past and it has informed the Town that it is qualified and is willing and able to provide such a program in the future; and

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

1. The Town hereby acknowledges the League as the sole provider of a youth football program as a part of the recreation program made available by the Town to its residents.

2. In consideration of the League providing a youth football program available to Town residents, the Town grants the League a license to use the Town's Overlook Road recreation fields (the "Fields"), for the period set forth in this agreement, provided in paragraphs (3) and (19), below, and upon the such other terms as the Town's Recreation Director shall authorize, consistent with all other terms of this agreement. The fields may not be used by any individual or entity (other than the League) without the express written approval of the Town Board or Recreation Director.

3. USE OF OVERLOOK ROAD RECREATION FIELD: The League shall have use of the Fields with right of first refusal from June 1<sup>st</sup> until December 31<sup>st</sup> for football only. The Town of LaGrange has the right of first refusal from January 1<sup>st</sup> until May 31<sup>st</sup>. The Town has the right to advance approval in writing for all non-football activities at said field.

4. SCOPE OF SERVICES. The League agrees to provide a youth football program to the Town and its residents in a manner which is acceptable to the Town, consistent with the highest standards of care, and in strict compliance with all applicable federal, state and local laws, regulations and procedures which may from time to time be adopted or amended. The League will also meet the following requirements:

- a. The League will have a responsible individual on duty at the Fields during any time that the Fields are in use by the League.
- b. If the League or anyone associated with the League makes food or beverages available for purchase at the field, no alcoholic beverages and no glass containers of any type may be sold.

- c. The League agrees to contact the Recreation Director or the Town Supervisor in the event of any problems arising at the Fields. In the event of an emergency, the League will call the Local Law Enforcement.
- d. The League will provide all equipment or supplies necessary to provide a high quality program, and it will be responsible for the maintenance of said equipment.
- e. The League will not construct any structure or make any capital improvements at said field without the advance written approval of the Town Board and the Recreation Director.
- f. The League will be responsible for all maintenance, repairs, upkeep, and restoration of any theft or vandalism associated with the Fields or the football program, including but not limited to playing surfaces, lawns, equipment, lawn mowers, score board, football lights, sprinkler system and bleachers.
- g. All directional signs are subject to the approval of the Town Board, and Highway Department, and the Town Code where it is applicable.

5. ALL FIXTURES AND IMPROVEMENTS TO BECOME PROPERTY OF TOWN. All property, whether a fixture or not, attached, placed upon or within and otherwise associated with the Fields and associated real property including, but not limited to, goal posts, concession stands, fencing and scoreboards, and all other permanent structures shall be the property of the Town. All prior and existing

improvements made to the Fields shall be deemed dedicated to the Town and all fixture improvements shall be deemed to become a part of the Town's real property. No future capital improvements to the Fields shall be made by the League without the advance written approval of the Town upon such terms and conditions as the Town shall establish in its sole and exclusive discretion.

6. INDEPENDENT CONTRACTOR STATUS. The League agrees that, in its relationship with the Town, it is an independent contractor, and that its members, officers, employee, agents, volunteers, servants and consultants shall conduct themselves in a manner consistent with such status. No such individual shall hold himself or herself out, as not claim to be, an officer or employee of the Town by reasons of this Agreement, and no such individual shall make any claim, demand or application to, or for any right or privilege applicable to an officer or employees of the Town, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit.

7. INDEMNIFICATION. The League agrees to protect, defend, indemnify and hold the Town and its employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amount of any judgment, penalties, interest, court costs, legal fees incurred by the Town occurring or in any way incident to, in connection with, or arising, directly or indirectly, out of this agreement or the use of the Fields by the League. The League agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false or

fraudulent. The foregoing provisions shall not be construed to indemnify the Town for damage arising out of bodily injury to persons and/or property caused by or resulting from a Town obligation and/or negligence of the Town and/or its employees.

8. INSURANCE REQUIREMENTS FOR CONTRACTOR. The League shall provide at its own cost and expense, proof of the following insurance to the Town, in a form of Certificate of Insurance: General Liability Insurance coverage in the comprehensive general liability form including blanket contractual coverage for the operation of the program under this agreement in the amount of \$1,000,000.00 plus an excess policy up to \$3,000,000.00 bodily injury and \$500,000.00 property damage. The Town must be listed as additional named insured also as a certificate holder.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Recreation Director at the LaGrange Town Hall and the Town Attorney by registered mail, return receipt requested, at the address listed below:

Ronald C. Blass, Jr., Esq.  
Van DeWater and Van DeWater, LLP  
85 Civic Center Plaza, Suite 101  
Poughkeepsie, New York 12603

Lack of appropriate insurance coverage as required above shall constitute a default which shall give the Town the option to cancel this agreement without any further expense or liability to the Town, or to require the League to replace the canceled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of the agreement in form and substance acceptable to the Town. Failure of the League to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the League from any liability under this agreement, nor shall the insurance

requirements be construed to conflict with the obligations of the League concerning indemnification.

All property losses shall be made payable to and adjusted with the Town. All policies of insurance shall be approved by the Town prior to the commencement of any activity under this agreement.

All insurance policies referred to above shall be underwritten by companies authorized to do business in the State of New York and **acceptable to the Town**.

9. QUALIFICATION OF LEAGUE. The League specifically represents and agrees that it and its members, officers, employees, agents, servants, consultants, and sub-Leagues have and shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.

10. NON-DISCRIMINATION. During the term of this agreement, the League agrees that it shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status, and shall take affirmative action to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation for training or returning, including apprenticeship and on-the-job training.

No services to be rendered pursuant to, or in connection with this agreement may be refused to any person because of his age, race, color, creed, sex, country of origin,

disability or marital status. The league agrees to complete a background check of all coaches and staff.

11. NON-ASSIGNMENT. This agreement may not be assigned by the League nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the Town.

12. TERMINATION. If the League fails to meet its obligations under this agreement or defaults in any other manner, the Town may terminate this agreement immediately.

13. ENTIRE AGREEMENT. The terms of this agreement represent the final intent of the parties. Any modification, rescission or waiver of the terms of this agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic agreement.

14. The Town agrees to pay off the loan with Rhinebeck Savings Bank not to exceed \$46,000.00. Satisfaction of loan will be provided to the Town by said bank.

15. The League agrees to pay all utilities associated with the Fields, which include water, sewer, electrical, gas or propane and garbage removal.

16. The Town agrees to reimburse the League for the use of utilities during the months of January 1<sup>st</sup> until June 1<sup>st</sup> on a pro rated basis if the Town decides to use said facility.

17. Upon the signing of this Agreement, the Town will be provided with three keys to the main building from said football program.

18. The League must seek approval of the Recreation Director for any non-football events. A user fee will be applied to said events, at the appropriate time, payable to the Town of LaGrange. The League will be responsible to pay this fee to the Town. The Town Board or Recreation Director has the right to refuse any events at said park in their sole and exclusive discretion.

19. TERM OF AGREEMENT. This license shall be effective for the period of June 1, 2014 through December 31, 2024. This license is voidable by any successor Town Board, in which case the League shall have no recourse against the Town.

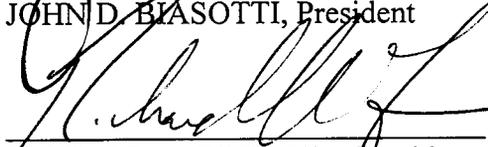
IN WITNESS WHEREOF, the parties hereto have executed this agreement.

ACCEPTED: TOWN OF LAGRANGE

By:  9/24/14  
ALAN E. BELL, Town Supervisor

ACCEPTED: HUDSON VALLEY ADMIRAL YOUTH AND CHEER FOOTBALL

By:   
JOHN D. BIASOTTI, President

By:   
RICHARD A. FINN, Vice President