

STATE OF NEW YORK
COUNTY OF DUTCHESS
TOWN OF LA GRANGE

TOWN BOARD MEETING
June 8, 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: Ron Blass, Esq. Van De Water & Van De Water
Wanda Livigni, Administrator of Public Works
Steve Mance, Environmental Consultants

The regular meeting of the Town Board was held on Wednesday, June 8, 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 May 16, 2011. Councilman Jessup moved to do so, seconded by Councilman Polhemus. Councilman Luna abstained because he had been absent. The motion carried.

Supervisor Wagner asked for a motion to approve the minutes for May 25, 2011. Councilman Polhemus moved to do so, seconded by Councilman Luna and carried unanimously.

Supervisor Wagner asked for a motion to approve the minutes for June 7, 2011. He stated for the record that the Emergency Special Meeting was held to address a potential piece of legislation which would establish the LaGrange Library as a 'special district'. The press had been notified of the meeting and a notice was on *The Poughkeepsie Journal* website. Councilman Jessup moved to accept the minutes, seconded by Councilman Beck and carried unanimously.

Public Hearing

Supervisor Wagner stated that there had been some substantive changes in the proposed legislation which would address abandoned and neglected properties. In view of this, Mr. Blass recommended setting a new Public Hearing date for June 22, 2011.

Councilman Jessup made a motion to suspend the rules to allow any comment from the floor. Councilman Beck seconded the motion, which carried unanimously.

There was no comment.

Councilman Luna moved to return to regular business, seconded by Councilman Jessup and carried by all.

Councilman Jessup moved to set the Public Hearing for June 22, 2011, seconded by Councilman Beck. The motion carried unanimously. (SEE ADDENDUM)

Supervisor Wagner asked for a motion to accept the monthly reports for May 2011. Councilman Luna so moved seconded by Councilman Jessup. The motion carried unanimously.

Building, Planning, Zoning & Public Works:	\$15,930.00
Highway Superintendent:	\$600.00
Justice Caplicki (Inc. State Share)	\$23,943.80
Justice O'Hare (Inc. State Share)	\$23,021.00
Parks and Recreation	\$78,399.60
Town Clerk (Inc. State & County Share)	\$2,393.85

Correspondence

Changes to the channels offered by Time Warner Cable will be available in the Clerk's office for one week.

Supervisor's Report

Supervisor Wagner stated that a report from the Dutchess County Clerk shows that mortgage tax revenue is at its lowest since 2008. (SEE ADDENDUM)

Mr. Wagner had attended a Chamber of Commerce event at Saint Francis Hospital along with other legislative leaders and local business owners. A presentation was made by the leaders regarding town budgeting, cost reductions and bond ratings. There was a general interest regarding municipalities who provide "shared services". The Town of LaGrange presently shares a tax assessor, Senior Drop in Center and Senior Ride Program with other municipalities. Recently, East Fishkill has shown interest in participating in the Senior Ride Program which was just implemented by the Towns of Pleasant Valley and LaGrange. The Senior Ride Program will begin on June 14, 2011 and will cost significantly less than participation in the DIAL-A-RIDE program.

Mr. Wagner then presented a summary of the proposed Tax Cap bill. (SEE ADENDUM)

The current financial report for the Town was given to the Board members for review. (SEE ADDENDUM)

The stairs at the side of the building are no longer safe. They deteriorated during the course of the winter. Estimates for repair are being solicited.

Mr. Maung Htoo, Chairman of the LaGrange CAC, funds an annual Earth Day Art Contest at the high school. He is very active in the community in promoting environmental responsibility. He recently attended a conference related to his work for the Town's CAC committee.

Mr. Wagner stated that the Board had informally approved attendance of the Annual New York State DEC-EMC/CAC conference for Mr. Htoo. The conference was held on June 5 - 6 in Albany. He asked for a motion to formally acknowledge the prior approval. Councilman Luna so moved, seconded by Councilman Jessup. The motion carried unanimously.

The Town Clerk requests Board approval to amend the minutes from October 14, 2010 to reflect the correct monthly report amount of \$14,050.17
Councilman Luna so moved seconded by Councilman Jessup The motion carried unanimously.

Mr. Beck asked to return to the first agenda item, since it had been overlooked.
Mr. Wagner asked the Board to select a firm which would conduct the Town's internal audits. The D'Achille firm would conduct departmental audits for 2011 for a fee of \$13,000. Ms. D'Achille had previously done the Justice Court audits.
Councilman Polhemus noted that the quote from the Sedore firm was \$22,000.
Councilman Beck moved to select D'Achille & Associates, seconded by Councilman Polhemus and carried by all.

Mr. Wagner asked for a motion to appoint Paul Bisceglia as Chairman for the Zoning Board of Review. His term will be for one year.
Councilman Luna so moved seconded by Councilman Jessup. The motion carried unanimously.

Supervisor Wagner asked the Board to review an initial draft of a law that would address external fuel burning devices. He added that there is a need for regulation on materials which can be burned and the time frame of use, which would be October 15th to May 15th. The matter will be further discussed at future workshops.

Mr. Wagner presented two tax certiorari settlements for properties on Rossway Road and McDonnell Road. (SEE ADDENDUM)
Mr. Wagner pointed out that the assessment must be based on the properties' current use. Councilman Polhemus felt the settlement assessment was too low.
Mr. Wagner pointed out that the parcels are not "improved" parcels at the present time.
Councilman Beck moved to accept the stipulation agreement, seconded by Councilman Jessup. The motion carried. Councilman Polhemus voted against the settlement.

Committee Reports

Water and Sewer

No report

Recreation

Community Day is June 11th at 11 a.m. at Freedom Park.

Open Space

No report

Highway

No report

Town Board Comments

Councilman Beck noted that the proposed Tax Cap legislation exempts New York City. Mr. Wagner added that the Tax Cap is tied to rent control.

Town Attorney

Mr. Blass stated that there were three resolutions pertaining to agreements made with Gold's Gym/ The Net Complex located on Titusville Road. Two resolutions would ratify the sewer and traffic control agreements which were signed by Mr. Wagner on May 16th. The third would approve a revocable agreement for swimming. (SEE ADDENDUM)
A discussion followed.

Administrator of Public Works

Ms. Livigni asked the Board to consider payment of a water bill in installments for a resident on Davis Road. A private water leak caused a significantly high bill of \$1,500.00. The resident has already paid \$500.00 towards the balance. He acknowledges usage and knowledge of the leak. Mr. Mance stated that at least two letters were sent informing the resident of the possibility of a leak. A discussion ensued.

Mr. Wagner read a memo from the Receiver of Taxes, Jane Sullivan, regarding water bill payment into the record. (SEE ADDENDUM)
He added that a special exception was made by Supervisor Wade in 2000. (SEE ADDENDUM)

Mr. Luna stated that it was an unusual situation, but he was in favor of waiving the penalty as long as the resident paid off the remaining balance plus any current usage by his next billing statement. He was not in favor of installments past the next billing statement date.

Mr. Jessup added that the resident was elderly and on affixed income.
Mr. Beck agreed that there were extenuating circumstances.

Councilman Luna moved to allow the resident to pay the remaining balance plus usage by the next billing statement without a penalty.
Councilman Beck seconded the motion which carried unanimously.

Public Comment

Councilman Jessup moved to open the Public Comment, seconded by Councilman Polhemus and carried by all.

Veronica Rosen from the library addressed the Board. She stated that brochures for summer activities for all age groups would be made available in the Town Hall.

Len Polhemus of Laurel Park Road addressed the Board. He had reviewed the proposed Abandoned / Neglected Buildings Resolution. He urged the Board to pass some sort of regulation to ensure that vacant or neglected properties don't proliferate and become a problem in area neighborhoods. He lives on a street which has two properties with very high grass, a pool which is infested with mosquitoes which is surrounded by a dilapidated/ broken fence and wood hanging off the exterior of a house.

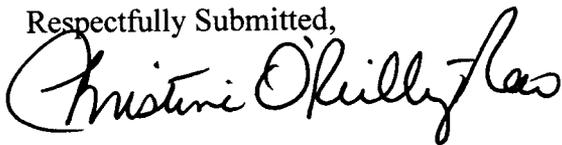
He added that he had written comments about the proposed local law which he had given to Councilman Polhemus.

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

Councilman Polhemus moved to adjourn, seconded by Councilman Jessup. The motion was carried by all.

The meeting adjourned at 7:55 p.m.

Respectfully Submitted,



Christine O'Reilly-Rao
LaGrange Town Clerk

ADDENDUM

- RESOLUTION: Public Hearing for Property Maintenance
- Mortgage Tax Revenue Report
- Tax Cap Summary
- Town of LaGrange Financial Report
- Tax Certiorari: Rossway Road; Mc Donnell Road
- RESOLUTION: The Net: Sewer Agreement
- RESOLUTION: The Net: Traffic Agreement
- RESOLUTION: The Net: Revocable License Agreement (Swimming)
- Memo from the Receiver of Taxes and Supporting Documentation.

RESOLUTION

Councilman Jessup, seconded by Councilman Beck, introduced the following proposed local law, to be known as Local Law No. 3 of 2011, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, AMENDING THE TOWN CODE TO ADD A NEW CHAPTER 181 ENTITLED "PROPERTY MAINTENANCE".

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

Section 1. The LaGrange Town Code is amended to add the following new Chapter 181 entitled "Property Maintenance", and reading as follows:

ARTICLE I: GENERAL PROVISIONS

Section 181-1. Authority; Findings; Purpose and intent.

A. This Chapter is enacted pursuant to § 10 of the Municipal Home Rule Law to provide for the health, safety, appearance and general welfare of the public, the residents of the Town of LaGrange, and the owners of real property located within the Town of LaGrange.

B. The Town Board of the Town of LaGrange hereby finds that properties which are not properly maintained and repaired constitute a public nuisance since they may serve as an attractive nuisance, may result in injuries therein, may be a point of congregation by vagrants and transients, may attract rodents or insects and may also attract illegal drug activity. The Town Board of the Town of LaGrange further finds that properties which are not adequately maintained and repaired tend to diminish or lessen the appearance thereof or detract from the appearance of adjoining properties, which may lead to the progressive deterioration of a neighborhood. It is further found and declared that if the same are not curtailed and removed, the aforesaid conditions will grow and spread and will necessitate in time the expenditure of

large amounts of public funds to correct and eliminate the same, and that by reason of the regulations and restrictions as herein contained, the growth of blight may be prevented, the desirability and amenities of neighborhoods enhanced and the public health, safety and welfare protected and fostered.

C. The purpose and intent of this Chapter is to provide a method whereby properties within the Town are properly maintained and landscaped, properly repaired, kept clean, and kept free from vermin, nuisances, hazards, debris and litter which negatively impact their appearance.

Section 181-2. Applicability.

A. This Chapter applies to the following properties:

(1) All lots, plots or parcels of land on which residential, non-residential or mixed-use buildings are located, regardless of whether they are vacant, unoccupied or abandoned.

(2) Principal and accessory buildings and structures used for or intended to be used for residential, non-residential or mixed uses or occupancies, regardless of whether they are vacant, unoccupied or abandoned.

B. Every building, structure or use, and the premises on which it is situated located in the Town of LaGrange, which is used or developed for intended use for residential, nonresidential or mixed-use occupancy shall be maintained in compliance with the provisions of this Chapter, whether or not it shall have been established, constructed, altered or repaired before or after the enactment of this Chapter, and irrespective of any permits or licenses or permits which shall have been issued for the use or occupancy of the buildings, structures or premises, or for the installation or equipment or facilities, or for the installation or repair of accessory structures and improvements, prior to the effective date of this Chapter.

C. This Chapter establishes minimum standards for the initial and continued occupancy and use and for the maintenance of all such buildings, structures or uses, and the premises on which they are situated, and does not replace or modify standards otherwise established for their construction, repair, alteration or use or for the equipment or facilities contained therein.

D. The provisions of this chapter shall supplement the local laws, codes and regulations of the Town of LaGrange. When a provision of this chapter is found to be inconsistent with any provision of any other local law, code or regulation of the Town, the provision or requirement which is the more restrictive or which establishes the higher standard shall prevail. A greater penalty shall not be considered as more restrictive or a higher standard.

E. After the date of enactment hereof, all licenses, permits, and approvals of any agency or board of the Town shall be issued conditionally upon compliance with this Chapter as well as compliance with the local law, code or regulation under which such license, permit or approval is granted.

F. No license, permit, approval, other certification of compliance with this chapter shall constitute a defense against any violation of any other local law, code or regulation of the Town of LaGrange applicable to any structure or premises, nor shall any provision herein relieve any owner or operator from complying with any such other provision or with the order of any official of the Town.

Section 181-3. Definitions.

ABANDON OR ABANDONED To withdraw or give up by leaving the premises or ceasing to operate or inhabit the premises; to relinquish or renunciate an interest, claim, privilege, possession or right in a real property or an improvement on real property especially

with the intent of never again resuming or reasserting it; more than a seasonal absence from the premises.

OWNER The owner of record of a tract, lot, or parcel.

PERSON IN CONTROL The owner, the attorney for the owner, the trustee in bankruptcy, a referee of foreclosure or a real estate broker or any other person exercising implied or express control of the premises, to be determined on a case-by-case basis.

UNOCCUPIED Lack of habitual presence of human beings.

VACANT Any unoccupied land, structure, building or part thereof, that is available and suitable for occupancy.

ARTICLE II: PROPERTY MAINTENANCE REQUIREMENTS

Section 181-4. Property and landscaping maintenance.

A. The owner, occupant, tenant, operator or person in control as the case may be, of any property subject to this Chapter shall comply with the following:

(1) The property shall be properly maintained and landscaped. Lawns or other ground cover shall be kept trimmed to a height of no greater than ten (10) inches. All hedges, bushes and shrubs shall be kept from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting condition or factor that may depreciate the value of adjoining and nearby property, or which may impair the appearance of the neighborhood.

(2) No green waste, such as yard waste, wood chips, leaves, brush and grass clippings shall be placed less than ten (10) feet from any property line. This section shall not apply to green waste placed at the curb for removal by the Town of Lagrange or by a private carter, provided that such placement is in accordance with any Town of LaGrange Highway Department

requirements and schedule for removal. This section shall not prevent nor prohibit the maintenance of a compost site/area in a properly functioning manner, in an area no greater than 10 feet by 20 feet (200 square feet) and provided such compost site/area is not located within any front yard, side yard or rear yard setback.

(3) All properties subject to this Chapter shall be maintained so as to be free of nuisance, hazardous materials, debris, litter, garbage, refuse, unsanitary conditions and unsightly materials.

(4) Any firewood kept on any property or premises shall be neatly stacked and properly stored and kept free of rotted wood.

(5) The owner, managing agent or person in control of any multifamily dwelling, nonresidential building or mixed-use building or premises shall provide and maintain at all times one or more covered dumpsters, containers or enclosures of adequate size to temporarily store all nuisance, hazardous materials, debris, litter, garbage or other refuse or matter until it is properly removed from the premises. The site of such dumpster, container or enclosure shall be in a location approved by the Planning Board and landscaped or screened in accordance with the provisions of the Zoning Law of the Town of LaGrange.

(6) All dead, damaged or diseased trees or shrubs, or any portion thereof, which present any hazard to life or property shall be removed from the property.

(7) The property shall be maintained so as to prevent soil erosion and sedimentation.

(8) Walks and sidewalks shall be maintained in good condition and shall be repaired or replaced as necessary.

(9) Loose and overhanging objects which, by reason of their location above ground level, constitute a danger of falling on persons in the vicinity thereof shall be repaired or removed.

(10) Cracks, projections or obstructions on paths, walks, driveways, parking areas and other parts of the premises shall be repaired or removed.

(11) All holes, excavations, breaks, trenches, and digging left open shall be appropriately filled and repaired or replaced.

ARTICLE III: ENFORCEMENT

Section 181-5. Enforcement official. The Building Inspector is hereby designated to administer and to enforce this Chapter.

Section 181-6. Compliance orders.

A. The Building Inspector is authorized to order, in writing, the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of this Chapter. Upon finding that any such condition or activity exists, the Building Inspector shall issue a compliance order.

B. The Building Inspector shall cause the compliance order, or a copy thereof, to be served by at least one (1) of the following methods:

(1) personal service upon the owner, tenant, occupant, managing agent or person in control of the property or premises;

(2) mailing by registered or certified mail to the owner, tenant, occupant, managing agent or person in control of the property or premises; or

(3) posting a copy of the compliance order upon the front portion of the property or upon the main structure and mailing a copy of such notice by certified or registered mail to the owner of the property as shown on the current assessment records of the Town.

C. The compliance order shall:

- (1) be in writing;
- (2) be dated and signed by the Building Inspector;
- (3) specify the condition or activity that violates this Chapter;
- (4) specify the provision or provisions of this Chapter which is/are violated by the specified condition or activity;
- (5) specify that such violation must be corrected or abated within five (5) days of the date of service; and
- (6) state the appropriate consequence for failure to correct or abate the condition or activity within the specified period of time, as set forth in section 181 - 7.

D. The date of service of a compliance order issued pursuant to this section shall be the date of personal service or the date of mailing, whichever is applicable.

Section 181-7. Compliance; Correction or removal by Town.

A. Any owner, tenant, occupant, managing agent or person in control of any property or premises which has been determined to be in violation of the requirements of this Chapter shall cure, abate, correct or remove such violation, when ordered to do so by the Building Inspector, within five (5) days of the service of written notice as provided in section 181- 6, above.

B. If the violation is not timely corrected or removed pursuant to the compliance order, the Town may cause the removal or correction. Said correction or removal may be

performed by the Town of LaGrange or by its designee, or agent, including a private contractor. In carrying out such correction or removal, the Town may move any debris, litter, garbage or other refuse or matter to a different, screened location on the property so as to remove it from view, but will not remove it from the property.

C. The owner, occupant, tenant, managing agent or person in control of the property shall be responsible to reimburse the Town of LaGrange for the costs of the removal, abatement or correction of the violation. Such costs shall include the necessary and reasonable attorneys' fees incurred by the Town in prosecuting the violation. In the event of failure to reimburse the Town for such costs, the following shall apply:

(1) The Town may seek recovery of such costs by action venued in a court of appropriate jurisdiction, and the defendant(s) shall be responsible for the reasonable and necessary attorneys' fees expended by the Town in prosecuting such action.

(2) Alternatively, and at the sole discretion of the Town, a default in reimbursement of costs incurred by the Town shall be remedied by charging such sums against the real property which is the subject of the violation, by adding that charge to, and making it a part of, the next annual real property tax assessment roll of the Town. Such charges shall be levied and collected at the same time and in the same manner as Town-assessed taxes and shall be paid to the Town Comptroller, to be applied in reimbursing the fund from which the costs were defrayed for the corrective or abatement action. Prior to charging such assessments, the owner(s) of the real property shall be provided written notice to their last known address of record by certified mail, return receipt requested, of an opportunity to be heard and object before the Town Board to the proposed real property assessment, at a date to be designated in the notice, which shall be no less than thirty (30) days after its mailing.

D. The removal or correction of any violation by the Town of LaGrange or its agents shall not operate to excuse such owner, tenant, occupant, managing agent or person in control from properly maintaining the property or premises as required by this Chapter.

ARTICLE IV: MISCELLANEOUS PROVISIONS

Section 181-8. Emergencies.

Whenever the Building Inspector, at any stage of the proceedings instituted under the provisions of this Chapter finds that a violation exists which, in his or her opinion, requires immediate action to abate a direct hazard or immediate danger to the health, safety or welfare of the occupants of a building or the public, he or she may, without prior notice or hearing, issue an order citing the violation and directing that such action be taken as necessary to immediately remove or abate the hazard or danger. Such order may include an order to vacate. Notwithstanding any other provision of this chapter, such an order shall be effective immediately upon service and shall be complied with immediately or as otherwise provided.

Section 181-9. Severability.

If any provision of this article is held invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this article.

Section 2. This local law shall take effect upon filing with the Secretary of State.

RESOLVED, that a public hearing be held in relation to the proposed local law as set forth in the form of notice, hereinafter provided, at which hearing parties of interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, 120 Stringham Road, LaGrangeville, New York, on June 22, at 7:00 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of

LaGrange, by the Town Clerk, at least five (5) days before such hearing and that notice shall be in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on June 22, 2011 at 7:00 o'clock, p.m., on a proposed local law regulating and requiring the maintenance of all properties in the Town on which residential, non-residential or mixed-use buildings are located, regardless of whether they are vacant, unoccupied or abandoned, as well as regulating and requiring the maintenance of such buildings located thereon.

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

June 8, 2011


CHRISTINE O'REILLY-RAO
TOWN CLERK

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

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

DATED: LaGrangeville, New York

June 8, 2011



CHRISTINE O'REILLY-RAO
TOWN CLERK

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IMPORTANT: These amounts are raw data. Actual distribution will vary based on interest earned and expenses incurred.
as well as distribution to villages.

Summary of Mortgage Tax Received Apr 11 to Sep 11

Town	April 10	May	June	July	August	September	Total
Amenia	\$ 4,389.50	\$ 4,965.50					\$ 9,355.00
Beekman	\$ 24,231.00	\$ 14,083.55					\$ 38,314.55
Clinton	\$ 11,257.50	\$ 15,500.00					\$ 26,757.50
Dover	\$ 5,336.00	\$ 4,295.42					\$ 9,631.42
East Fishkill	\$ 49,564.16	\$ 38,086.50					\$ 87,650.66
Fishkill	\$ 31,984.50	\$ 23,321.00					\$ 55,305.50
Hyde Park	\$ 23,043.21	\$ 11,226.74					\$ 34,269.95
LaGrange	\$ 29,283.00	\$ 24,672.00					\$ 53,955.00
Milan	\$ 1,863.00	\$ 6,004.00					\$ 7,867.00
North East	\$ 4,320.00	\$ 940.00					\$ 5,260.00
Pawling	\$ 13,879.84	\$ 12,473.95					\$ 26,353.79
Pine Plains	\$ 1,576.04	\$ 2,514.50					\$ 4,090.54
Pleasant Valley	\$ 9,260.74	\$ 13,876.84					\$ 23,137.58
Poughkeepsie	\$ 49,092.28	\$ 32,500.66					\$ 81,592.94
Red Hook	\$ 16,662.50	\$ 11,322.50					\$ 27,985.00
Rhinebeck	\$ 70,475.29	\$ 11,179.26					\$ 81,654.55
Stanford	\$ 12,361.38	\$ 14,268.00					\$ 26,629.38
Union Vale	\$ 7,505.14	\$ 22,915.58					\$ 30,420.72
Wappinger	\$ 34,043.50	\$ 49,607.50					\$ 83,651.00
Washington	\$ 5,146.00	\$ 9,643.50					\$ 14,789.50
City Beacon	\$ 22,652.00	\$ 13,470.00					\$ 36,122.00
City Poughkeepsie	\$ 13,409.22	\$ 19,183.50					\$ 32,592.72
Total	\$ 441,335.80	\$ 356,050.50	\$ -	\$ -	\$ -	\$ -	\$ 797,386.30
County Tax	\$ 441,335.80	\$ 356,050.50	\$ -	\$ -	\$ -	\$ -	\$ 797,386.30
MTA	\$ 249,455.93	\$ 201,210.90					\$ 450,666.83
Special Add	\$ 39,853.19	\$ 24,797.75					\$ 64,650.94
1-6 Family	\$ 136,904.25	\$ 127,678.50					\$ 264,582.75
Local Tax							\$ -
Taxes Held	\$ 2,922.00						\$ 2,922.00
Ret/Out Cnty	\$ 16,662.20	\$ 13,279.50					\$ 29,941.70
Total	\$ 870,471.17	\$ 723,017.15	\$ -	\$ -	\$ -	\$ -	\$ 1,593,488.32
MTA	\$ 386,360.18	\$ 328,889.40					\$ 715,249.58

IMPORTANT: These amounts are raw data. Actual distribution will vary based on interest earned and expenses incurred.
as well as distribution to villages.

Assembly Tax Cap Bill Summary

- A.7916 (Silver)
- Introduced May 24 2011
- Reported to Ways and Means
- No Same as in the Senate
- Governor Cuomo Supports this proposal

Provisions

Amends General Municipal Law

Adds a new Section 3-c

Local Government Includes:

(GML §3-c [2][e])

- Towns
- Town improvement districts
- Fire Districts
- Cities (except NYC)
- Counties (except the counties contained within NYC)
- County improvement districts
- Villages

- NYC is exempted

Effective for fiscal year 2012

(GML §3-c [3][a])

Cap is on the Tax Levy

(GML, §3-c [1], [3]{a})

Assessments multiplied by your rate equals your tax levy.

Annual Cap

(GML §3-c [2][a])

- The Actual Cap is the lesser of: (i) one and two one-hundredths; or (ii) the sum of one plus the inflation factor; provided, however, that in no case shall the levy growth factor be less than one.

- This means the maximum is 2% and the minimum is 1% but it may fall somewhere in between depending upon the rate of inflation.

Allowable Carry Over

(GML §3-c [2][b])

A local government may carryover a portion of their unused cap from the prior fiscal year. The carry over is not to exceed 1.5% of the difference between what the town was authorized to levy and the amount that the town actually levied.

Example 1: Under the Limitation / Full Carry Over

Tax Levy Prior Fiscal Year	\$10,100,000
Tax Levy Limit Prior Fiscal year	\$10,200,000
Difference	\$100,000
Carry Over Limit (.015 x 10,200,000)	\$153,000
Available Carry Over:	\$100,000

Example 2: Under the limit/partial carry over:

Tax Levy Prior Fiscal Year:	\$10,000,000
Tax Levy Limit Prior Fiscal Year:	\$10,200,000
Difference	\$200,000

Exemptions to the Cap

GML §3-c [2][g]

- Court orders or judgments against the local government arising out of tort actions for any amount that exceeds five percent (5%) of the total tax levied in the prior fiscal year;
- Pension Contributions
 - New York state and local employees' retirement system contributions that increase more than 2%;
 - New York state and local police and fire retirement system contributions that increase more than 2%;
 - New York state teachers' retirement system contributions that increase more than 2%;
- Quantity Change Factor or brick and mortar development that increases a municipality's full value of taxable property
 - General Municipal Law, §3-a [3][b] {i} requires Tax and Finance (ORPS) to calculate the annual "quantity change factor" which is to be based upon the physical or quantity change as defined by Real Property Tax Law, §1220 which is reported to Tax and Finance (ORPS) by local assessors pursuant to (Real Property Tax Law, §575).

- The “quantity change factor” shall show the percentage by which the full value of the taxable real property in the local government has changed due to physical or quantity change between the second final assessment roll or rolls preceding the final assessment roll or rolls upon which taxes are to be levied, and the final assessment roll or rolls immediately preceding the final assessment roll or rolls upon which taxes are to be levied. GML, §3-a [3][b] {ii}.
 - **Negative Growth:** If the If the quantity change factor is **negative**, the commissioner of taxation and finance (ORPS) shall **not** determine a tax base growth factor for the local government. GML, §3-a [3][b] {ii} (A).
 - **Positive Growth:** If the quantity change factor is **positive**, the commissioner of taxation and finance (ORPS) **shall** determine a tax base growth factor for the local government which is equal to one plus the quantity change factor.
- **Notice:** The commissioner of taxation and finance shall notify the state comptroller and each local government of the applicable tax base growth factors, if any, as soon thereafter as such factors are determined. GML, §3-a [3][b] {iii}.
- **Local Control Boards and Finance Boards are Exempt**
 - Nothing contained in this act shall impair or invalidate the powers or duties, as authorized by law, of a control board, interim finance authority or fiscal stability authority including such powers or duties that may require the tax levy limit, as that term is defined in section one or section two of this act, to be exceeded. GML, §3-c (12).

Local Government (Town Board) is required to calculate their own annual tax cap.

GML §3-c (3)[c]

- Calculation is based upon the statutory formula
GML §3-c (3)[c] {i-vii}
 - (i) Ascertain the total amount of taxes levied for the prior fiscal year.
 - (ii) Multiply the result by the tax base growth factor, calculated pursuant to paragraph (b) of this subdivision, if any.
 - (iii) Add any payments in lieu of taxes that were receivable in the prior fiscal year.
 - (iv) Subtract the tax levy necessary to support expenditures pursuant to subparagraph (i) of paragraph (g) of subdivision two of this section for the prior fiscal year, if any.

- (v) Multiply the result by the allowable levy growth factor.
- (vi) Subtract any payments in lieu of taxes receivable in the coming fiscal year.
- (vii) Add the available carryover, if any.

Tax Cap Permeations for Consolidations, Dissolutions and Function Transfers – State Comptroller Calculates

- **Function Transfers between Local Governments**
- GML §3-c (3)[d]
- Whenever the responsibility and associated cost of a local government function is transferred to another local government, the state comptroller shall determine the costs and savings on the affected local governments attributable to such transfer for the first fiscal year following the transfer, and notify such local governments of such determination and that they shall adjust their tax levy limits accordingly.

- **Consolidation**
- GML §3-c (4)[a]
- When two or more local governments consolidate, the state comptroller shall determine the tax levy limit for the consolidated local government for the first fiscal year following the consolidation based on the respective tax levy limits of the component local governments that formed such consolidated local government from the last fiscal year prior to the consolidation.

- **Dissolution**
- GML §3-c (4)[b]
- When a local government dissolves, the state comptroller shall determine the tax levy limit for the local government that assumes the debts, liabilities, and obligations of such dissolved local government for the first fiscal year following the dissolution based on the respective tax levy limits of such dissolved local government and such local government that assumes the debts, liabilities, and obligations of such dissolved local government from the last fiscal year prior to the dissolution.

- **Newly Established**
- GML §3-c (4)[c]
- The tax levy limit established by this section shall not apply to the first fiscal year after a local government is newly established or constituted through a process other than consolidation or dissolution.

Local Override GML, §3-c (5)

- **Town Budget Override**

- Town Board may adopt a Local Law to override the annual tax cap. The override local law is good for one fiscal year. The Town board must approve the adoption of the annual override local law by a vote of 60% (2 out of 3) (3 out of 5) (5 out of 7).
- **Special Improvement District Override**
- Town Board may adopt a resolution to override the annual tax cap for any special improvement district. The Town board must approve the adoption of the annual override resolution by a vote of 60% (2 out of 3) (3 out of 5) (5 out of 7).

Errors Reserve Fund

GML, §3-c (6)

If the town board due to clerical or technical error levies a tax in excess of the allowable cap the excess amount must be placed in a reserve fund (as proscribed by the State Comptroller). Said excess and any interest earned must be used to offset the tax levy in the next fiscal year.

Information Submitted to the State Comptroller

GML §3-c (7)

The State Comptroller shall prescribe forms and procedures needed by the Comptroller to comply with this provision. The information must be provided prior to adopting the annual budget.

Sunset Provision

GML, §3-c (13)

Unknown at this time but it is directly tied to Rent Control Legislation Timetable.

Current Finances and the NYS Tax Cap Proposal

A Report to the LaGrange Town Board from Supervisor Jon Wagner 6/8/2011

The impending tax cap law that will most likely become effective for Fiscal year 2012 will have far-reaching implications to the budget process beginning immediately. While the final details are being ironed out in Albany, it appears certain that the bill will be passed and signed by the Governor.

We must consider very carefully what is any upcoming proposed bonding should be carried out. While the voters in 2008 (at the very beginning of this economic downturn) voted 3 to 1 to bond up to two million dollars for open space preservation, much of the economic climate has changed and must be taken into consideration.

The current Assembly Tax Cap Bill contains NO EXCLUSION for debt service. In other words the payment on debt we agree to now will not be exempt from the cap and we must consider those figures when we plan the 2012 budget.

We must meet to discuss the priorities for such expenditures including capital expenses and much needed repairs. Because such bonding may NOT be exempt from the tax cap limits it may not be sustainable.

Since the economy began to falter in 2008, the Town Board through the budget process has been forced to make numerous cuts, while attempting to maintain the services residents have come to expect.

All Town departments have cut back.

The looming tax cap proposal (1 to 2%) that has been highly publicized and used as a campaign promise is due to be finalized in Albany prior to September when our new budget preparation cycle begins. While certainly popular, the general public has yet to be told the potential of this legislation. One only needs to look to our neighbors to understand the implications.

New Jersey municipalities faced with a 2% cap have laid off hundreds of Police, Fire personnel and municipal employees. Other New Jersey towns are taking drastic measures such as turning off street lights and closing libraries. These closures and curtailment of services are happening despite the elected officials of those communities explaining to their constituents that they would occur. Fourteen communities attempted to pass a tax cap override referendum, only to see it fail.

Despite the cuts, taxpayers want the cost of government reduced.

The 2011 budget anticipated heavy increases in pension costs, medical insurance premiums and many additional line item increases that are subject to mandates or are simply not under our direct control.

LaGrange relies upon part-time seasonal workers to accomplish much of the work in the parks during the busy season. Some work is specialized and serves a limited population as compared to the overall tax base. The same 2011 budget asked for the participation of Baseball and Soccer to subsidize that specialized work. Pop Warner football does all of the work themselves in Overlook Park. Lacrosse and the AYF football league have been playing on private property.

Nine (9) percent of your total tax bill as a LaGrange resident *in the Arlington School District* goes to the town. That figure is currently \$2.30 per thousand of assessed value. **The remaining 91% of your tax bill does not get used for town services.** The 9 % that goes to the town includes funding for:

- All Town Highway functions
 - Snow Removal
 - Brush work
 - Road repairs
 - Storm water Maintenance
 - Paving (personnel)
 - Road cleaning
 - Tree removal
 - Catch basis installation, repair and cleaning
- All Town Hall functions
 - Town Supervisor
 - Financial Oversight
 - Day to day management of the Town
 - Personnel oversight
 - Intergovernmental relations (County, State and Federal)
 - Contract negotiations (Inter-municipal, business and employment)
 - Policy and procedure development
 - Business and finance office
 - Audits
 - Accounting
 - Accounts Receivable
 - Accounts Payable
 - Escrow
 - Capital projects
 - Payroll
 - Insurance Premiums
 - Retirement
 - Town Clerk
 - Records management
 - Vital statistics
 - Licenses
 - Marriages
 - Justice Court
 - Criminal cases
 - Vehicle and traffic cases
 - Civil cases

- Town Ordinance cases
- Assessor
 - Valuation of all residences and businesses
 - Grievances and complaints on assessments
- Receiver of Taxes
 - Collects all taxes paid in LaGrange **ONLY THE TOWN TAXES GO TO THE TOWN**
 - Town taxes (previously noted 9%)Used to fund **ALL** Town services
 - Fire taxes (also about 9%) Paid to the Fire Department
 - County taxes (about 11%) Paid to the County
 - School taxes (remainder – Arlington is 71%) Paid to the School District
 - Collects all water and sewer use payments
- Building department
 - Building Inspector
 - Inspections
 - Certificates of Occupancy
 - Violations
 - Building permits
 - Fire Inspector
 - Inspections
 - Safety Compliance
 - Training
- Zoning Department
 - Property use regulation
 - Design standards if applicable
 - Approvals
 - Signs
 - Code Enforcement Officer
 - Zoning Compliance
 - Safety compliance
- Planning Department
 - Applications
 - Meetings with applicants
 - Meetings and minutes
- Parks and Recreation
 - Administration of all recreation programs
 - Maintenance of Parks
 - Freedom Park
 - Including caretaker
 - Overlook Park
 - Stringham Park
 - Lagrangeville Park
 - Community Events
- Administrator of Public Works
 - Administration of Water and sewer infrastructure

- Storm Water Maintenance office
 - Construction supervision
 - Planning Board support
 - Routine Engineering
- Town Engineer
- Town Attorney
- Town Historian
- Planning Board
- Zoning Board of appeals
- Board of Assessment review
- Town Board
- CAC - Conservation Advisory Committee
- Recreation Commission
- Public Safety Committee
- Fire Inspector
- Code Enforcement Officer
- Law Enforcement
 - New York State Police Sub Station w/ 8 Troopers 24/7
 - DCSO on an as needed basis (Halloween / special events)
 - Court Security
- Personnel
 - 17 Full Time Highway workers
 - 04 Full Time Parks Workers
 - 21 Full Time Town Hall workers
 - 80 Part-time and seasonal workers
 - Wages including overtime
 - Insurance
 - Retirement Benefits
- The LaGrange Association Library
 - Nearly \$600,000.00 of the Town Budget funds the Library
- Senior Citizen Programs
 - Senior "Drop In Center"
 - Transportation
 - Outreach programs

The list above is a fair representation of town services, but it is certainly possible that some have inadvertently been omitted. The outline also does little to explain the hours of work done by dedicated employees across each of the areas listed.

It is not uncommon for correspondence from residents to begin or end with "I don't get anything for my tax dollars". The fact remains that despite cutbacks, service levels have been maintained to date.

Cutbacks to the Town's budget have been made in response to the faltering economy and the public's understandable demand to cut government spending. The Town's budget in 2010 had already been cut back to the level it was at in 2007. The 2011 budget is quite similar. Actual spending during the period between 2004 and 2010 has

been reduced 6.8% and so far NO LAYOFFS have been necessary and most services have been unchanged.

Due to vacancies caused through retirements, the Highway Department is now operating with three fewer employees. Town Hall has reduced many jobs to part-time and the Town Clerk's office has one unfilled position.

Negotiations with the Civil Service Employees Association over the past two years have resulted in impasse. Despite the fact that a legislatively imposed zero wage increase was carried out by the Town Board last year, and we are again on that path, no significant movement toward cost reduction can be reached with the Union. The town is again at impasse and awaiting an upcoming fact finder's intervention once again.

One pending Union grievance regarding medical insurance will soon be presented in front of a PERB Arbitrator. Should that Arbitrator decide in favor of the Union, the budget could be impacted by as much as \$150,000.00 in additional insurance premiums.

Non tax revenues have generally reduced to all time low levels. Mortgage tax, which had been well over one million dollars, is now reduced to around \$400,000.00 and shrinking. The last two months have seen the lowest mortgage tax levels that we have seen to date.

State Aid has been reduced by 2%. Revenue from fines has even dropped due most likely to the high price of fuel. That is a trend that was observed in 2007/2008 when gas prices also spiked. Dutchess County is now charging municipalities for some County Services such as elections. Numerous attempts have been made by the county to charge municipalities for law enforcement services. Dutchess County also runs a service called "Dial a Ride" which provides transportation for seniors. The County demanded an increase in the payment for the service of 64%. That amount of increase is unsustainable. La Grange, Pleasant Valley and a non-profit organization called Friends of Seniors will begin operation of a consolidated Senior Transportation Program which is aimed at eliminating the huge budget increase, further cut costs and still provide a desired service.

The Town has been put on notice by the Dutchess County Sheriff's Office that Security must be enhanced in the Town Justice Court. The cost of providing Sheriff's Deputies to secure the court has doubled as a result, and may actually increase beyond doubling if it is deemed necessary to provide similar security levels during additional court sessions.

Medical Insurance Premiums have increased by triple digits. NYS Retirement increases continue to sky rocket. Fuel prices have risen to historical highs. Once the tax cap is in place we may not even be able to pay for our expected increases in fuel costs through a tax levy increase.

The inevitable outcome will be further cuts in services.

LaGrange responded properly, and has controlled or reduced spending consistently especially since the economy took a turn for the worse in 2008. Falling non tax revenues combined with a State mandated inability to raise taxes equates to one thing – cuts in services.

The Town Board explained that a \$5,000.00 payment for services asked of Baseball and Soccer represented a portion of the cost to maintain part-time workers. Those workers do the detail work specific to those sports. Without the requested participation there is a real and present danger that the Town will be forced to cut those services all together. The Board explained that the singular purpose was to keep the part-time workers in the budget for as long as possible using non-tax revenues to support their work. If future layoffs are necessitated, those part-time workers will be the first to be eliminated. The Soccer League has accepted the fee without comment. The Baseball League however feels that the fee is unjust, continues to protest it and has not yet remitted a payment.

The budget outlook for 2012 and beyond is bleak. Without partnerships, sharing of services and consolidations, services will certainly be reduced and every resident with a dedicated concern about their particular program or service will no doubt “cry foul”.

I have authorized the Town comptroller to work out the details with our bonding consultants and propose a plan to consolidate debt. It is hoped that such consolidation will reduce our overall debt repayment costs.

LaGrange, as a result of conservative spending, strong procurement and internal control polices, has built up a reasonable fund balance. The overall result of these conservative spending practices was to have our bond rating elevated to aA2 by Moody's Investors Service. It is imperative for us to maintain a healthy fund balance to maintain that favorable bond rating into the future.

The voters elected a Governor, Assemblymen and State senators who ran on a tax cap platform. There is no doubt that the voters support cuts in spending. The Town Board hopes they also understand exactly what that means. Reduced spending, reduced non-tax revenues, and a tax cap combined with no unfunded mandate relief means reduced services.

Budget discussions this year, especially after back to back years of significant cut backs are likely to center around service cuts and possibly layoffs. While I sincerely hope we can avoid such outcomes, the drop in non tax revenue combined with the tax cap and unwillingness for the Union to agree with “give backs” seems to point toward that outcome.

Two recent newspaper articles are attached for your interest. One is from the Wall Street Journal describing some of the cuts in services befalling New Jersey towns due to a 2 % tax cap. The other article is from the Rochester area “Democrat and Chronicle” which describes budget cuts under consideration in the city of Rochester NY.

The City of Poughkeepsie Finance department verbally reported to me on 6/8/2011 that they have received an initial projection from MVP to expect a 27% premium rate

increase. The Town of Poughkeepsie has heard estimates from Blue Cross of 20% an increase.

We are certainly not heading into a time where services will be increased without partnerships of all types.

RESOLUTION

IT IS HEREBY RESOLVED that Van DeWater & Van DeWater, LLP, Kyle W. Barnett, Esq., of counsel, is authorized to enter into a Stipulation settling the tax certiorari proceedings brought by Dutchess County Squires, LLC against the Town of LaGrange for 2009 and 2010 and to sign such other and further papers as are necessary to effectuate the settlement, said refunds to be without interest if paid within sixty (60) days of service of a copy of the Judgment with notice of entry.

Dated: LaGrangeville, New York

Conf ~~May 8~~, 2011
June

MOVED BY:

Councilman Beck

SECONDED BY:

Councilman Jessup

AYES:

4

NAYES:

1 Councilman Pellemus

VAN DE WATER AND VAN DE WATER, LLP
COUNSELORS AT LAW

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Edward vK Cunningham, Jr.
John K. Gifford
Janis M. Gomez Anderson
Counsel

April 27, 2011

Town of LaGrange Town Board
Town of LaGrange
Town Hall
120 Stringham Road
LaGrangeville, New York 12540

Attn: Jon Wagner, Town Supervisor

RE: Dutchess County Squires, LLC v. Town of LaGrange
Index Nos. 2009-5287 and 2010-5224

Dear Supervisor Wagner and Town Board Members:

This tax review proceeding involves six parcels identified as follows: 470 Rossway Road, Grid No. 6562-01-20658; Rossway Road, Grid No. 6562-01-242767; McDonnell Road, Grid No. 6562-01-101548; McDonnell Road Rear, Grid No. 6562-01-113884; McDonnell Road, Grid No. 6562-01-116763 and Rossway Road, Grid No. 6562-01-230738 in the Town of LaGrange.

In summary form, the tentative settlement and reductions in assessed value are as follows:

470 Rossway Road, Grid No. 6562-01-20658

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$301,500	\$30,000	\$271,500
2010/11	\$271,500	\$ 0.00	\$271,500

Rossway Road, Grid No. 6562-01-242767

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$90,489	\$4,489	\$86,000
2010/11	\$86,000	\$ 0.00	\$86,000


RECEIVED
 4/29/11
 Cor

McDonnell Road, Grid No. 6562-01-101548

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$865,093	\$519,093	\$346,000
2010/11	\$346,000	\$ 0.00	\$346,000

McDonnell Road Rear, Grid No. 6562-01-113884

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$252,166	\$81,166	\$171,000
2010/11	\$171,000	\$ 0.00	\$171,000

McDonnell Road, Grid No. 6562-01-116763

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$862,907	\$525,407	\$337,500
2010/11	\$337,500	\$ 0.00	\$337,500

Rossway Road, Grid No. 6562-01-230738

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2009/10	\$132,620	\$32,620	\$100,000
2010/11	\$100,000	\$ 0.00	\$100,000

The refunds from the assessment are to be paid without interest, if paid within sixty (60) days after service of an order of settlement with notice of entry.

This settlement is recommended by Robert Taft, Town Assessor. It is our opinion that we would not do any better than the settlement that is before you in the event of a trial.

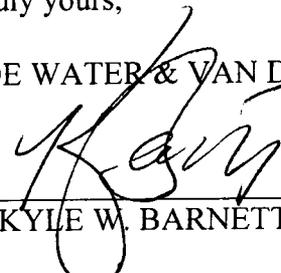
Enclosed is a Resolution for your consideration. By copy of this letter to the Town Clerk, I request that she advise me of your decision after it has been considered by you.

Thank you for referring this matter to us.

Very truly yours,

VAN DE WATER & VAN DE WATER, LLP

BY: _____


KYLE W. BARNETT

KWB:lac
Enclosure

cc: Robert Taft, Town Assessor
Christine O'Reilly-Rao, Town Clerk
Ronald C. Blass, Jr., Town Attorney

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Dutchess, at the courthouse thereof located in Poughkeepsie, New York

PRESENT:

HON. JAMES V. BRANDS,

Justice.

-----X
In the Matter of the Application of

DUTCHESS COUNTY SQUIRES LLC,

Petitioner,

- against -

**THE ASSESSOR OF THE TOWN OF LAGRANGE,
THE BOARD OF REVIEW OF THE TOWN OF
LAGRANGE, and THE TOWN OF LAGRANGE,**

Respondents,

- and -

ARLINGTON CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

For Review Under Article 7 of the RPTL.
-----X

**CONSENT
JUDGMENT**

Index Nos.

05287/09

05224/10

The above Petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of LaGrange for the assessment years 2009 and 2010 upon certain real property located at 470 Rossway Road, Town of LaGrange, and designated as Grid Number 6562-01-206528 on the Official Assessment Map of the Town of LaGrange, and upon certain real property located at Rossway Road, Town of Lagrange, and designated as Grid Number 6562-01-242767 on the Official

Assessment Map of the Town of LaGrange, and upon certain real property located at McDonnell Road, Town of LaGrange, and designated as Grid Number 6562-01-101548 on the Official Assessment Map of the Town of LaGrange, and upon certain real property located at McDonnell Road Rear, Town of LaGrange, and designated as Grid Number 6562-01-113884 on the Official Assessment Map of the Town of LaGrange, and upon certain real property located at McDonnell Road, Town of LaGrange, and designated as Grid Number 6562-01-116763 on the Official Assessment Map of the Town of LaGrange, and upon certain real property located at Rossway Road, Town of LaGrange, and designated as Grid Number 6562-01-230738 on the Official Assessment Map of the Town of LaGrange, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Blose & Sulzer, P.C., and the respondents having appeared by **KYLE W. BARNETT, ESQ.**, of Van De Water & Van De Water, LLP., Special Counsel to Respondents, and the Intervenor-Respondent, **ARLINGTON CENTRAL SCHOOL DISTRICT**, having appeared by **MARIO L. SPAGNUOLO, ESQ.**, of Kuntz, Spagnuolo & Murphy, P.C., and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Grid Number 6562-01-206528

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	301,500	271,500	30,000
2010	271,500	271,500	Ø

Grid Number 6562-01-242767

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	90,489	86,000	4,489
2010	86,000	86,000	Ø

Grid Number 6562-01-101548

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	865,093	346,000	519,093
2010	346,000	346,000	Ø

Grid Number 6562-01-113884

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	252,166	171,000	81,166
2010	171,000	171,000	Ø

Grid Number 6562-01-116763

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	862,907	337,500	525,407
2010	337,500	337,500	Ø

Grid Number 6562-01-230738

Assess.	Assessed Valuation		Amount of
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2009	132,620	100,000	32,620
2010	100,000	100,000	Ø

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **TOWN OF LAGRANGE** and/or the **COMMISSIONER OF FINANCE OF DUTCHESS COUNTY** the amount if any, of all Town, State, County, Judiciary, Fire, Water, Refuse, Sewer District or any other ad valorem taxes together with the proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **ARLINGTON CENTRAL SCHOOL DISTRICT** the amount of all School and/or Library taxes, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments

made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the **COUNTY OF DUTCHESS** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, BLOSE & SULZER, P.C.**, as attorneys for the petitioners, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and

discontinued.

Dated:

ENTER,

HON. JAMES V. BRANDS, J.S.C.

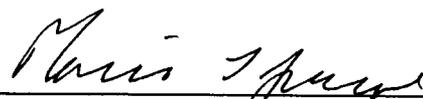
**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

KYLE W. BARNETT, ESQ.

Attorney for the Respondents
Van De Water and Van De Water, LLP
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, N.Y. 12601
(845) 452-5900

WILLIAM E. SULZER ESQ.

Griffin, Coogan, Blose & Sulzer, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300



MARIO L. SPAGNUOLO, ESQ.

Kuntz, Spagnuolo & Murphy, P.C.
Attorneys for Intervenor
Arlington Central School District
444 Old Post Road
Bedford Village, New York 10506
(914) 234-6363

RESOLUTION

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

WHEREAS, TITUSVILLE PROPERTIES, LLC and THE NET ATHLETICS LLC ("Owner") are the owners of certain improved real property located at 258 Titusville Road in the Town of LaGrange (hereinafter the "Property"); and

WHEREAS, the Town has heretofore negotiated, and the Town Supervisor has heretofore signed, a Sewer Agreement with the Owners, and dated May 16, 2011, attached hereto as Exhibit "A"; and

WHEREAS, the Town Board wishes to approve and ratify this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves and ratifies the Supervisor's signature of the annexed Sewer Agreement.

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

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

DATED: LaGrangeville, New York
June 8, 2011


CHRISTINE O'REILLY-RAO, Town Clerk

RESOLUTION

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

WHEREAS, TITUSVILLE PROPERTIES, LLC and THE NET ATHLETICS LLC ("Owner") are the owners of certain improved real property located at 258 Titusville Road in the Town of LaGrange (hereinafter the "Property"); and

WHEREAS, the Town has heretofore negotiated, and the Town Supervisor has heretofore signed, a Traffic Safety Agreement with the Owners, and dated May 16, 2011, attached hereto as Exhibit "A"; and

WHEREAS, the Town Board wishes to approve and ratify this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves and ratifies the Supervisor's signature of the annexed Traffic Safety Agreement.

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

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

DATED: LaGrangeville, New York
June 8, 2011

CHRISTINE O'REILLY-RAO, Town Clerk

VAN DEWATER AND VAN DEWATER, LLP
COUNSELORS AT LAW

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Counsel

June 3, 2011

Christine O'Reilly-Rao, Town Clerk
Town of LaGrange
120 Stringham Road
LaGrangeville, NY 12540

Re: Town of LaGrange (Gold's Gym)
Our File No. 70-864

Dear Christine:

Enclosed please find the original, executed Sewer Agreement and Traffic Safety Agreement between the Town and Titusville Properties/The Net Athletics.

Please note that these documents are being revised and will be re-executed in the near future so that they may be recorded with the Dutchess County Clerk.

If you have any questions, please feel free to call.

Very truly yours,

VAN DEWATER & VAN DEWATER, LLP

By: _____


Nancy L. B. Griffin
Legal Assistant for
RONALD C. BLASS, JR., ESQ.

RCB:nlbg
Enclosures

TRAFFIC SAFETY AGREEMENT

AGREEMENT, dated May 16, 2011, 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, the subject of this Agreement is Owner's approximate 18 acre parcel of improved real property including a Gold' Gym fitness center and situated at 258 Titusville Road, Town of LaGrange, New York, and more particularly comprising LaGrange Tax Parcel No. 6260-04-997381 (the "Property");

WHEREAS, Owner desires to conduct a summer day camp operation at the existing Gold's Gym facility 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, although the proposed legislation is of general application on the subject of summer day camps, the Town is aware that the proposed legislation will make immediate the potential for impacts related to the potential addition of a summer day camp operation to the existing Gold's Gym facility of the Owner where located, and these potential impacts relate at a minimum to (a) adequacy and safety of Titusville Road as a means of ingress and egress for such use of the site and (b) adequacy of long term of management of wastewater; and

WHEREAS, the parties acknowledge that the Planning Board will be called upon to address these issues, and any others that the Planning Board sees as relevant, if the proposed legislation is adopted by the Town of LaGrange; and

WHEREAS, the addressing of these two particular issues by the Owner, in furtherance of the application before the Planning Board and in advance of the Planning Board's

determination, is of value to both parties to this Agreement;
and

WHEREAS, the parties to this Agreement have entered into a separate Sewer Agreement to address that management of long-term wastewater management; and

WHEREAS, this Agreement addresses measures for mitigation of impacts pertaining to adequacy and safety of Titusville Road; and

WHEREAS, it is intended that this Agreement would be presented to the Planning Board by the Owner as a binding commitment to mitigation of traffic and transportation impacts which, the parties acknowledge and agree, have previously been noted by, and remain of concern to, the Department of Public Works of the County of Dutchess which is responsible for supervision and maintenance of Titusville Road which is a County highway.

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

1. Owner shall supplement its pending application to the Planning Board in a fashion which commits Owner, during the summer of 2011, to the following interim and temporary management of traffic and safe access to the Property from Titusville Road: At a minimum between the hours of 7:00 a.m. and 9:00 a.m. and 3:30 p.m. and 5:30 p.m., access to and



or such lesser intervals of time twice each week-day as shall be certified as by safety in writing by the Dutchess County DPW which intervals shall in no case be less than one (1) hour.

departures from the Property shall be supervised and managed by Deputy Sheriffs of the Sheriff's Department of the County of Dutchess upon such terms and for such compensation as the Sheriff shall establish with the Town. All costs of providing of traffic and safety control of this type and by this personnel shall be borne by the Owner. This means of traffic and safety control shall be exclusive, and Owner shall not resort to private means or personnel, such as flagmen, for traffic and safety control in lieu of deputy sheriffs.

one (1) hour

WPA

2. No later than ~~June 1, 2011~~ May 15, 2012, the Owner shall ~~make complete~~ (- after earlier making all necessary arrangements, agreements, and post all necessary security to either complete, or to defray the timely completion of) all improvements deemed warranted by the Dutchess County Department of Public Works to enhance to safety of existing Titusville Road in relation to the Property's use and occupancy, and it is understood and agreed by Owner that such improvements shall at a minimum include the construction of a turning lane.

3. Owner will offer and consent to the following condition to any special permit approval by the Planning Board for a summer day camp at the Property: That the special permit shall terminate, without the need for a revocation by the Town, in the event that either: (a) the County of Dutchess Department of Public Works does not produce or accept and approve final

plans by _____, 2011 for Owner's improvement of, or Owner's defraying of the timely completion of improvements to, Titusville Road in the vicinity of the Property, said improvements to include at a minimum the construction of a turning lane, or (b) Owner or Dutchess County, as the case may be, fails to timely complete such improvements, or such improvements are otherwise not timely completed, by May 15, 2012. In the event of failure of either condition, any Planning Board special permit shall expire, without need for revocation by the Town, it being fully understood and agreed by Owner that the interim and temporary means of traffic control via deputies of the Dutchess County Sheriff, or similar measures short of improvements to Titusville Road, shall not be sufficient or adequate for summer day camp use of the property after Summer of 2011.

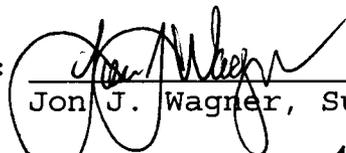
4. It is acknowledged and agreed by the parties to this Agreement that it does not bind the Town of LaGrange Planning Board, and the Planning Board is under no obligation to conclude that the transportation and traffic mitigation measures identified herein are adequate and acceptable. To the contrary, the Town enters into this Agreement as an inducement for it to entertain the adoption of the aforesaid local legislation which, in part, opens the need and opportunity for the impacts here

stated, or others to be identified by the Planning Board, to considered in the course of the Planning Board's reviews.

5. In the event that the Owner breaches its obligation to forebear from operation of a summer day camp after Summer of 2011 in the absence of the completion of the aforesaid improvements to Titusville Road, the Town shall be entitled to injunctive relief to restrain Owner from conducting such summer camp activities, 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.

6. This constitutes the full and complete agreement between the parties. It shall run with the land, and the either party may record this Agreement with the Clerk of Dutchess County. This Agreement shall binds all successors, assigns, grantees, tenants, licensees, agents, officers, employees, and/or agents of Owner.

TOWN OF LAGRANGE

By: 
Jon J. Wagner, Supervisor

TITUSVILLE PROPERTIES, LLC

By: 

William Ash
[print name and title]

THE NET ATHLETICS LLC

By: 

William Ash
[print name and title]

S:\WPDOCS\LaGrange (0070)\Gold's Gym\05.13.11 Traffic Mitigation Agreement.docx

SEWER AGREEMENT

AGREEMENT, dated May 16, 2011, 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, the Owner enters into this Agreement with respect to an approximate 18 acre parcel of improved real property generally known as the site of the Gold's Gym fitness center situated at 258 Titusville Road, Town of LaGrange, Dutchess County, New York, and more particularly comprising LaGrange Tax Parcel No. 6260-04-997381 (hereinafter the "Property"); and

WHEREAS, in furtherance of use and enjoyment of the Property, Owner desires for the Property to be served by a central municipal system for the collection and treatment of wastewater; and

WHEREAS, the Property is within reasonable geographic vicinity to areas of the Town of LaGrange which may in the future be serviced by expansion of municipal wastewater facilities in conjunction with the formation of one or more sewer districts, extensions of sewer districts, or sewer

improvement areas (hereinafter "Future Sewer Administration Entities"); and

WHEREAS, the purpose of this Agreement is to provide the Town with inducement to continue efforts to establish, to improve, or to expand central municipal sewage collection and treatment facilities; and

WHEREAS, the potential availability of municipal sewage collection and treatment facilities for the Property is anticipated to benefit the Owner through the elimination or mitigation of Owner's need to continue private on-site management of wastewater in such manner as is required by the New York State or Dutchess County Departments of Health; and

WHEREAS, the Owner is consenting that the property will, at the option of the Town, become part of a Future Sewer Administration Entity; and

WHEREAS, the LaGrange Town Board is currently engaged in the concept of establishing a Manchester Sewer District to provide and to administer municipal wastewater collection and treatment to various constituent properties, and the Town Board's current plan includes inclusion of lands within the vicinity of the Property; and

WHEREAS, the parties acknowledge that the Town's proposed Manchester Sewer District, or the actual establishment and improvement of other Future Sewer Administration Entities of

a type and with improvements adequate to service the Property may or may not materialize depending upon future events; and

WHEREAS, the Owner more particularly acknowledges that the Town's Manchester Sewer District, or another Future Sewer Administrator Entity, may or may not materialize prior to the need of the Property, if any such necessity arises, for availability of municipal wastewater treatment and collection; and

WHEREAS, Owner acknowledges that the Town is currently gathering information and technical material to assess the terms for establishment of one or more Future Sewer Administration Entities, as well as to assess the appropriate terms for contracts between its existing Titusville Sewer District and such Future Sewer Administration Entities, including a potential Manchester Sewer District, for the shared use of sewer collection and treatment facilities of the Titusville Sewer District as these facilities may be expanded by the District, or expanded as excess facilities of the Town, and/or expanded as facilities of Future Sewer Administration Entities to be established to provide service to properties outside of the Titusville Sewer District. Owner acknowledges that this process is ongoing and dependent on external conditions; and

WHEREAS, an essential purpose of this Agreement is for the Owner to consent and to commit that the Property shall, at

the option of the Town if the Town elects to include the Property within a Manchester Sewer District, or another Future Sewer Administration Entity, become part of such entity upon terms generally prevailing to other properties included by the Town in each entity.

NOW, THEREFORE, for good and valuable consideration received, the existence of which is hereby acknowledged, the parties agree as follows:

1. The Town shall have the right, in its sole discretion, to include the Property within the boundaries of a Future Sewer Administration Entity which conveys its wastewater to the current wastewater treatment plant of the Titusville Sewer District after that facility is expanded in capacity by at least an additional 500,000 GPD, average daily flow. Developer will execute an irrevocable petition or petitions for the inclusion of the Property within such Future Sewer Administration Entity. If Owner refuses, this Agreement shall be deemed the equivalent of an irrevocable petition to establish such Future Sewer Administration Entities and a waiver of the right to petition for permissive referendum, or to otherwise challenge by any means, the establishment of such entity or entities, and the Town shall otherwise be entitled to exercise default remedies established by this Agreement including the recovery of reasonable attorneys fees and other professional

fees or costs occasioned by a dispute, claim or suite arising out of Owner's failure to comply. If the Town Board, pursuant to Article 12-A of the Town Law, determines to extend the boundaries of a district, or to create a new district the boundaries of which encompass the Property, Developer will not take any action to oppose the Town Board's actions nor will Developer petition the Town to conduct a permissive referendum. The Town may alternatively place the Property in a sewer improvement area under Article 12-C of the Town Law, an owner waives all rights to take action to oppose such future action of the Town Board. Owner expressly waives any right to object to, challenge by any means, or pursue by petition, a permissive referendum in regard to the Town's undertaking of any such alternatives, and such waiver shall include but not be limited to the timing, scope, land area, capital costs and user costs related to establishment and improvement of any such Future Sewer Administration Entity.

2. In exchange for the consideration described in paragraph "4" below, the Owner shall have the right to a reserved capacity or future facilities sufficient to provide central municipal wastewater collection and treatment capacity for the Property up to the maximum of _____ gallons per day, average daily flow.

3. Notwithstanding the Real Property's inclusion within one or more Future Sewer Administration Entities and notwithstanding the nature of any rights to receive sewage collection and treatment service which arise generally as a consequence of such inclusion by operation of law, (1) the entitlement of the Real Property to benefit from sewage and collection treatment service shall be capped at the reserve capacity figure of _____ gallons per day (except as otherwise provided in this Agreement), and (b) the Owner waives and release the Town, the District, and any Future Sewer Administration Entities from any obligation to provide additional collection and treatment capacity until and unless the Owner pays the Town or relevant Future Sewer Administration Entities the then prevailing charge for reservation of capacity, if it then exists, in the Plant, Collection Line, and appurtenant facilities of the District.

4. Owner enters into this Agreement with the disclosed understanding and knowledge that the existing facilities and treatment capacity of the Titusville Sewer District are less than the total of that District's commitments to its residents and other properties which have made arrangements to reserve capacity for consideration in the existing treatment facilities of the district, and (b) the Town and/or the Titusville Sewer District are currently pursuing the

increase of the existing wastewater collection facilities of the District or of the Town to bring capacity from 0.5M GPD up to the 1.0M GPD capacity anticipated to be established when those pre-existing commitments were established. Owner agrees and acknowledges that its reservation of treatment capacity is dependent upon the expansion of the Titusville Sewer District's existing plant by a minimum of an additional 500,000 GPD.

not to be less than 4,000 GPD and no more than 7,000 GPD, the actual GPD to be determined by Town in consultation with Dutchess County DPW

5. The Owner shall pay to the Town a reserve capacity fee of \$ _____ derived from application of the rate of \$16.00/gallon times the reserve capacity of _____

WA

~~NGPD.~~ Payment shall be made as follows:

- a) ~~50% as of the making of this Agreement;~~ *no later than June 1, 2011 at the rate of 7,000 GPD;*
- b) ~~50% upon the Owner's receipt of any and all~~ *adjusted balance in full within 10 days*

Town and other municipal approvals, allowing for the establishment and operation, during the summer of ~~2010~~ ²⁰¹¹, of summer day camp facilities at the Gold's Gym fitness center facilities of the Property, *or by June 24th 2011, whichever is earlier.*

for camp and wastewater, but not approval of County DPW for road improvements

In the event that such approvals are not given to Owner for the addition of a 2011 summer day camp to the Property on or before the Planning Board meeting of June ~~1st~~ ^{14th}, 2011, the Owner shall be entitled to a refund of the amount paid as of the making of this Agreement, and this Agreement shall be deemed terminated.

WA

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6. In the event of the need to take steps, by litigation or otherwise, by the Town to collect the payment identified within paragraph "5(b)" hereinabove, the Town shall be entitled to recover its actual and reasonable attorneys' fees.

7. Owner consents that any granting of Town Planning Board special permit and site plan approval for a summer day camp at the Gold's Gym facility shall be expressly conditioned upon the Owner's performance of the obligations of Owner to the Town hereunder.

8. Owner agrees and acknowledges that this Agreement is intended to provide a measure to mitigate potential impacts on surface waters and ground waters related to the long-term management of wastewater generated by commercial use of the Property and, as such, Owner enters into this Agreement as one means to induce the Planning Board to favorably consider its pending application for a summer day camp facility.

9. Owner acknowledges and agrees that the purpose of the reserve capacity fee charged hereunder is to reserve capacity in future wastewater facilities which may be established or Future Sewer Administration Entities, and which include the Property within their tax base, and Owner acknowledges and agrees that the Property shall be subject to all prevailing capital charges, benefit assessments, and

prevailing usage charges as are levied upon or charged to other properties which may be included in the same Future Sewer Administration Entity(ies) which includes the Property.

10. The method and manner of connection, and the point of connection of the Property, to any existing sewer collection facilities of the Town shall be subject to the advance approval of the Town or its Public Work Administrator where such function is delegated to the office by the Town. The connection to any existing sewer collection facilities is further subject to all local laws and regulations of the Town concerning the disturbance of its municipal streets or highways. Connection shall be without cost to the Town or any of its current or Future Sewer Administration Entities.

11. The Town has made no warranties or representations to the Owner concerning the pending application before the Planning Board to establish summer day camp facilities at the Property, or the approvals that may or may not be anticipated by agencies of the Town.

12. All terms of this Agreement are binding upon the heirs, successors, grantees and assigns of Owner, and it shall run with the land comprising the Property, and the parties shall record this Agreement or a memorandum of this Agreement with the Clerk of Dutchess County, indexed to the Property.

13. The obligations of the Town under this Agreement are conditioned upon the Town's obtaining of all necessary federal, state or local agency approvals for the establishment, financing for, and improvement of one or more Future Sewer Administration Entities including the Property and carrying out the Town's increase in the current sewer capacity of the Titusville Sewer District plant by at least 500,000 gallons per day over existing capacity.

14. Owner shall have no right to resell or assign, for the benefit of other real property, a sewage collection and treatment capacity reserved under this Agreement.

MISCELLANEOUS MATTERS.

- a) Nothing in this Agreement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Agreement. Each party represents that it is entering into this transaction as principal for its own account and not as an agent for any other party.
- b) This Agreement is deemed to be a contract entered into and shall be interpreted under the laws of the State of New York, except the provisions thereof pertaining to the conflicts of laws.

- c) Each party will, at any time and from time to time, at the request of any other party, make, execute, acknowledge and deliver, or cause to be done, all such further acts, deeds or other documents as may reasonably be necessary or appropriate to complete the transactions contemplated by this Agreement.
- d) This Agreement, together with the terms and conditions in effect from time to time, constitutes the entire agreement of the parties as to the subject matter hereof, supersedes all prior understandings (whether written or oral) and may not be amended or modified except by a written document signed by both parties and stating that it is intended to amend this Agreement.
- e) Each party represents to the other party that it has the power and authority to execute, deliver and perform this Agreement, that all actions necessary to authorize the execution, delivery and performance of this Agreement have been duly taken, that it has duly executed and delivered this Agreement and that this Agreement is legal, valid and

binding on it, and enforceable against it, in accordance with its terms.

- f) This Agreement and the right, duties and obligations contained herein shall be solely for the benefit of the parties hereto and their permitted assignees and transferees, and no customer, resident, property owner or other users or prospective users of sewer service within the service area of the District or otherwise, third-person or entities shall have any rights hereunder as a third-party beneficiary, or otherwise.
- g) The parties understand that the Supreme Court, Dutchess County, New York, shall have exclusive jurisdiction of any disputes arising therefrom and that all disputes shall be tried before the Court without a jury.
- h) All notices and written communications between the parties concerning this Agreement, except the Town's invoices and Owner's remittances, shall be deemed to have been delivered upon receipt or refusal of delivery to the following addresses:

If to the Town: Supervisor
Town of LaGrange
120 Stringham Road
LaGrangeville, NY 12540

If to Owner: Titusville Properties, LLC
982 Main Street
Fishkill, NY 12524
~ and ~
The Net Athletics LLC
258 Titusville Road
Poughkeepsie, NY 12603

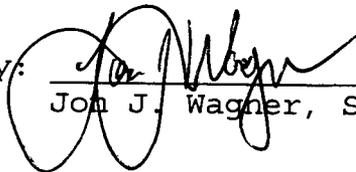
Either party may change the address to which notice is to be sent by like notice. In the event of transfer by Owners of the Property or any lot making up the Property, Owners shall notify the Town of such transfer within ten days of the transfer and supply the Town with the name and mailing address of the transferee. Any successor elected official shall be deemed to have been changed as to this notice provision by virtue of his or her assumption of their office.

- i) This Agreement may only be amended by a written agreement of the Town and Owners. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of each provision, clause or

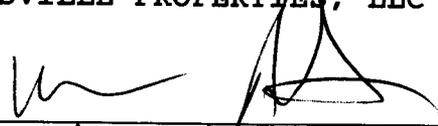
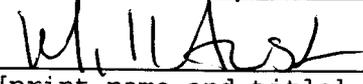
part under other circumstances, shall not be affected thereby.

- j) The failure of the Town or Owners to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights or benefits granted hereunder or the future performance of any such term, covenant or condition.

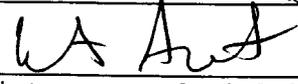
TOWN OF LAGRANGE

By: 
Jon J. Wagner, Supervisor

TITUSVILLE PROPERTIES, LLC

By: 

[print name and title]

THE NET ATHLETICS LLC

By: 

[print name and title]

ACKNOWLEDGMENTS

STATE OF NEW YORK, COUNTY OF DUTCHESS } ss.:

On the ____ day of May, 2011, before me, the undersigned, a notary public in and for said state, personally appeared JON J. WAGNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF DUTCHESS } ss.:

On the ____ day of May, 2011, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF DUTCHESS } ss.:

On the ____ day of May, 2011, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

RESOLUTION

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

WHEREAS, TITUSVILLE PROPERTIES, LLC and THE NET ATHLETICS LLC ("Owner") are the owners of certain improved real property located at 258 Titusville Road in the Town of LaGrange (hereinafter the "Property"); and

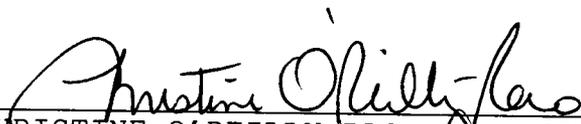
WHEREAS, the Town and Owner have negotiated a Revocable License Agreement, a copy of which is attached hereto as Exhibit "A"; and

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

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

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

DATED: LaGrangeville, New York
June 8, 2011



CHRISTINE O'REILLY-RAO, Town Clerk

REVOCABLE LICENSE AGREEMENT

AGREEMENT, dated June 15, 2011, 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 proposes to establish a summer day camp operation at the Gold's Gym facility at the Property, subject to obtaining any and all legislative and administrative approvals from the Town, and from other state, county or local agencies, required in order to establish and operate this use;

WHEREAS, the purpose of this Agreement is to outline overarching terms and conditions for the Owner's rights to use swimming facilities in furtherance of the summer day camp in summer of 2011 at Freedom Park, 212 Skidmore Road, Town of LaGrange; and

WHEREAS, the purpose of this Agreement is to outline the minimum requirements of the Town Board relative to this use of this Town recreational facility, as well as to confirm that administration of any and all more particular standards shall be delegated to the Town's Recreation Director; and

WHEREAS, this is a revocable license terminable at will by the Town; and

WHEREAS, this Agreement covers only the period of June 15, 2011 through Labor Day of 2011 (September 5, 2011), and future use of the Town's swimming facilities, if acceptable to the Town, shall be the subject of a later agreement; and

WHEREAS, this Revocable License shall be of no force and effect in the event that Owner does not receive any and all necessary local legislative and local approvals, or in the event that Owner does not receive any and all necessary approvals from other state, county or local agencies.

NOW, it is hereby agreed between the parties, as follows:

1. Owner shall have a revocable license to make use of the Freedom Park swimming facilities of the Town of LaGrange during the period July 11, 2011 through August 26, 2011.

2. Owner's use shall be limited to servicing participants in a 2011 summer day camp at the Gold's Gym facility located at 258 Titusville Road, LaGrangeville, New York.

3. Swimming opportunities shall not be available on Thursdays of the period covered by this Revocable License.

4. Swimming opportunities shall be limited to two (2) shifts per day, with a maximum of 36 campers per shift.

Shifts shall not overlap. Shift times shall be subject to advance approval or modification by the Recreation Direction, but all swimming shall start no earlier than 11:00 a.m. and cease no later than 2:30 p.m. The Recreation Director may agree in advance to alter the maximum number of shifts, on a day to day basis, but he may not alter the maximum number of swimmers per shift or alter the 11:00 a.m. to 2:30 p.m. window of opportunity for swimming; he may not increase the number of shifts for any day unless assured that the activities of one shift will not overlap another shift. Under no circumstances may more than 36 campers be present in the swimming area of the park at one time. One shift must leave the swimming area before the next may enter.

5. Vehicles used to transport children shall be subject to parking directions of the Recreation Director at Freedom Park.

6. The Recreation Director of Freedom Park shall retain the jurisdiction to prematurely end any swimming session or shift early, within his discretion, in furtherance of public health, safety and welfare, or general enforcement of practices and policies at Freedom Park.

7. The Recreation Director shall reserve the right to revoke the privileges of any particular summer camper

affiliated with the Gold's Gym 2011 summer day camp facility from use of the Town's swimming facilities at Freedom Park.

8. This License arrangement is experimental, and it may be terminated at will by the Town Board in consultation with the Recreation Director.

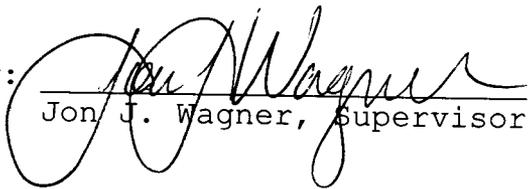
9. The Recreation Director shall be entitled to collect releases and waivers from all participants of the Gold's Gym 2011 summer day camp relative to each participant's right to use the Town Park's facilities. These waivers and releases shall be signed by parents or guardians of each child in advance of admission of that child to use of the swimming facilities.

10. Owner shall defend and indemnify, with defense being by counsel of the Town's choosing, the Town from any and all claims for injury or property damage arising out of the subject matter of this revocable license, and the Owner shall obtain suitable policies of liability insurance found acceptable to the Town, in the Town's sole discretion, as to amount and coverage, and naming the Town of LaGrange as an additional insured in furtherance of Owner's obligations to fully defend and indemnify the Town.

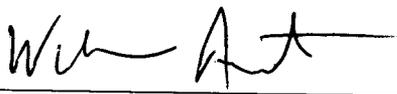
11. This represents the full and complete Agreement between the parties, and may not be modified except in writing by the parties hereto.

12. Payment shall be at the rate of \$4.00 per camper per swimming interval.

TOWN OF LAGRANGE

By: 
Jon J. Wagner, Supervisor

TITUSVILLE PROPERTIES, LLC

By: 

William Austin - managing partner
[print name and title]

THE NET ATHLETICS LLC

By: 

William Austin - managing partner
[print name and title]



TOWN OF LAGRANGE

120 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
845-452-1830 845-452-2289 FAX

May 26, 2011

MEMO: TOWN BOARD

FROM: Jane Sullivan, Receiver of Taxes

RE: Payment of Late Water & Sewer Bills

The current town policy from 2000 allows the Receiver of Taxes to accept late payments without the penalty for only one time which would apply the late fee on the next billing cycle.

With the current economy, I would like to ask the Town Board to make a policy whereas; the Receiver of Taxes will notify the Supervisor of a situation where partial payments can be accepted.

Since water and sewer charges become a lien at the end of each year, all unpaid water and sewer charges are re-levied onto the next property tax bill. We always seem to get our money but it would be a good recommendation if the late payments can be accepted when someone has circumstances beyond their control.

Supervisor Wade said that he had received a complaint regarding the Town's policy of not accepting water payments that are received late without the penalty included. He proposed accepting the late payment and applying the late payment penalty on the next billing for one time only. If the late payment penalty is not paid on the next bill, then the payment will not be accepted. Councilwoman Weiss moved to approve this change, seconded by Councilman Beck and carried unanimously.

Supervisor Wade moved to suspend the regular order of business and open the meeting to the public, seconded by Councilwoman Weiss and carried unanimously.

Peter Huff commented that the Community Day celebration is June 3rd and also that Freedom Lake will be opening this Saturday, May 27th.

Councilwoman Weiss moved to return to the regular order of business, seconded by Councilman Donohue and carried unanimously.

Councilwoman Weiss moved to adjourn the meeting, at 8:15 p.m., seconded by Councilman Donohue and carried unanimously.

Carole DeBellis
Town Clerk