

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

**TOWN BOARD MEETING
December 14, 2011**

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

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

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

The regular meeting of the Town Board was held on Wednesday, December 14, 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 accept the minutes for November 16, 2011. Councilman Jessup so moved, seconded by Councilman Luna. The motion carried unanimously.

Supervisor Wagner asked for a motion to accept the minutes for December 7, 2011. Councilman Jessup so moved, seconded by Councilman Luna. The motion carried unanimously.

Supervisor Wagner asked for a motion to accept the monthly reports for November 2011. Councilman Beck so moved, seconded by Councilman Polhemus. The motion carried unanimously.

Building, Planning, Zoning & Public Works:	\$12,435.00
Highway Superintendent:	\$0
Justice Caplicki (Inc. State Share)	\$24,365.00
Justice O'Hare (Inc. State Share)	\$15,153.00
Parks and Recreation	\$0
Town Clerk	\$1,518.69

Correspondence

Supervisor Wagner stated that he had received a letter of resignation from Court Attendant, Robert Cross, effective November 2011. Mr. Wagner noted that Mr. Cross had served the Town since 1976. He added that as a Court Officer, he was always a gentleman and will be impossible to replace.

Councilman Luna moved to accept the resignation with regrets, seconded by Councilman Beck. The motion carried.

Correspondence from Cablevision will be available in the Clerk's office for one week.

Agenda Items

Supervisor Wagner stated that the Board would be appointing five members to sit on the Town's Ethics Committee. The following gentlemen were interviewed and asked to serve: Bruce Chipkin, Rev. Paul Lent, Tom Olsen, Tom Gleason and Anthony Cirone.

Each member will serve from January 1st to December 31st and shall be appointed as follows: one member shall serve until December 31, 2012; two members shall serve until December 31, 2013; and two members shall serve until December 31, 2014. The terms were determined randomly, by picking names out of hat.

Bruce Chipkin:	Term Expires: 12/31/2013
Rev. Paul Lent:	Term Expires: 12/31/2014
Tom Olsen:	Term Expires: 12/31/2014
Tom Gleason:	Term Expires: 12/31/2013
Anthony Cirone:	Term Expires: 12/31/2012

Councilman Luna moved to approve the appointments, seconded by Councilman Jessup. The motion carried unanimously.

The Board thanked the gentlemen for agreeing to serve on the Ethics Committee.

Supervisor Wagner stated that Ms. Rae D'Achille, whose firm serves as the Town's auditor had previously been a Field Auditor for the New York State Comptroller's Office and brings to the Town many years experience with auditing municipalities.

Ms. D'Achille and her associate presented the results of the 2010 Town Audit; a summary of which is in the addendum. (SEE ADDENDUM)

Ms. D'Achille's overview of the Town's fiscal practices and overall fiscal health was very positive. She noted that records are consistently accurate and complete. She stated that the Board's passage of structurally balanced budgets along with the accounting practices in the Comptroller's office have ensured that that expenditures are not made for anything that does not benefit the taxpayer. In addition, the Town's assets exceed its liabilities by \$575,000. A complete copy of the audit is available in the Clerk's office for public review.

Mr. Wagner complimented the impeccable work of the Comptroller, Chris Toussaint, and part-time Accountant Bill Brady. He added that they work to keep track of taxpayer dollars very well. He also noted that the effort to keep costs down is made by all Town employees.

Ms. D'Achille closed by stating that the audits performed for the Receiver of Taxes and Town Clerk found that there were no outstanding issues to be resolved.

The Board thanked Ms. D'Achille and her associate for their work and the presentation.

Supervisor Wagner introduced a Refunding Bond Resolution, which if utilized, will consolidate serial bonds from 1999 and 2003; resulting in a minimum savings of about \$290,890.89 (SEE ADDENDUM)

Councilman Jessup moved to adopt the resolution, seconded by Councilman Beck. The motion carried unanimously.

Mr. Wagner introduced a Resolution: Irrevocable Offer of Cession for Conservation Easements for Frank Farm Subdivision, Phase 2. (SEE ADDENDUM)

Councilman Luna moved to adopt the resolution, seconded by Councilman Beck. The motion carried unanimously.

Mr. Edward Ginsberg, Chairman of the Building Committee of Congregation Shir Chadash addressed the Board. He noted that Rabbi Daniel Polish and another member of the Congregation were also in attendance. The Congregation purchased land in the town in 2007 on Freedom Road and currently shares worship space with the Freedom Plains Presbyterian Church in LaGrange. The Congregation's Building Committee is due to come before the Planning Board this coming Tuesday. Due to changes in the Town's fee schedule, the Committee finds that an additional \$20,000 would be needed to start application process. He added that they are not asking for the fees to be waived, but rather that the fees be suspended until they receive conditional final approval from the Planning Board.

Mr. Blass did not see a problem with having the payment of fees made at the back end of the process as long as it reflects past practice in dealing with non-profits.

Councilman Beck added that he would like to see all normal fees waived for non-profits and charge the rest at the end of the application process.

Councilman Luna agreed and seconded that motion. The motion carried. A discussion followed.

Highway Superintendant Kelly requested the Board to sign the Agreement for Expenditure of Highway monies.

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

Highway Superintendant Kelly requested approval for a funds transfer from General Repairs to Machinery Contractual in the amount of \$10,000.00.

Councilman Beck moved to approve the transfer, seconded by Councilman Jessup. The motion carried unanimously.

Highway Superintendant Kelly requested approval to reject all Road Sweeping bids for the contract period of October 1, 2011 through September 30, 2012 as the bids do not meet all the required specifications.

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

Supervisor Wagner asked for a motion to approve a Stipulation Agreement for Tax Certioraris for 2007 to 2011 for David E. Petrovits. (SEE ADDENDUM)

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

Supervisor Wagner asked for a motion to approve a Stipulation Agreement for Tax Certioraris for 2007/2008 to 2011/201 for Anthony Associates. (SEE ADDENDUM)

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

Councilman Polhemus wanted it noted that the Town's Assessor, Mr. Taft working with Mr. McGrath and Town Attorney, Kyle Barnett did a good job of negotiating the stipulations down to about one half of the original amount.

Mr. Wagner stated that a Public Hearing on a proposed local law allowing Drive – Throughs had taken place several weeks ago and that the Board needed to have some further discussion as to comments received from the LaGrange Planning Board and Dutchess County Planning. The comments from both agencies can be found in the addendum. (SEE ADDENDUM)

Councilman Beck stated that the version of the law that they were discussing did not address kiosks.

Councilman Luna stated that kiosks were mentioned in the law.
Mr. Beck corrected himself and stated that he meant freestanding ATMs.

Mr. Luna stated that he had agreed with the County's recommendation not to have a free standing ATM, but that other members of the Board had disagreed with him on that point.

Mr. Beck stated that there had previously been a vote which overrode Mr. Luna's point on the ATM and that was not reflected in the law they had in front of them.

Mr. Blass stated that it was his error and that he had given the Board the wrong version of the law in regards to freestanding ATMs. However, he had incorporated the comments from the Planning Board.

A discussion as to what types of businesses should be allowed both in Town Center and outside of Town Center followed.

Mr. Blass stated that he felt the Planning Board's comments were actually meant to seek guidance as to the specific type of businesses would be allowed.

Mr. Beck stated that he would like to see the scope of the law broadened to "Retail Establishments" as long as the site can accommodate the business.

Mr. Wagner stated that the Building Inspector has voiced concern that, by law, an omission would mean the business would not be allowed.

Councilman Luna stated that within Town Center only banks and pharmacies would be permitted, but outside of Town Center pharmacies, banks and restaurants would be permitted.

Further discussion followed as to what constitutes a restaurant and as to the use of "Drive-Throughs" versus "Drive-Ups".

Mr. Luna stated that he is fine with restaurants outside of the Town Center with a menu board and a one lane drive-through window, but does not want to broaden the law further.

Mr. Wagner stated that the Town's Planning Board is looking for a tool to understand the legislative intent of the law the Board passes.

Mr. Blass stated that the Planning Board needs to know if all retail purposes are permitted by special permit for drive-throughs if they are outside of Town Center. The Board agreed that that would be allowed. The only limitation is in TCB zoning.

Since special lighting is necessary for ATMs, the County recommended that the light for the ATM should be shielded in order to prevent light pollution. Mr. Luna agreed with this comment and added that the law addresses this point.

Mr. Blass stated that he would make the necessary changes in order for the Board to adopt the law on December 28, 2011.

The Town Board opened a discussion on Ham Radio Towers in the hope of adopting the Federal Standard for ham radio operators. Mr. Myles Landstein, who was present, is interested in erecting a tower in the Town.

Councilman Luna stated his desire to have a set-back to ensure a safe radius should the tower collapse.

Mr. Landstein stated that the manufacturer would certify the specific fall zone radius. He added that they do not collapse easily as evidenced by the fact that many radio towers remained upright after the atomic blast on Hiroshima. A discussion ensued.

Mr. Wagner asked Councilman Jessup to work with Mr. Landstein to determine how the Town can accommodate Ham Radio Towers.

The Building Inspector requested Town Board approval to accept a Soil Erosion Control Bond in the amount of \$1,500 for grid #6361-01-173500 – 118 Ridgeline Drive.

Councilman Luna moved to accept the bond, seconded by Councilman Beck. The motion carried unanimously.

The Building Inspector requested Town Board approval to refund Soil Erosion Control Bonds in the amount of \$1,500, for grid # 6361-01-188542 – 102 Ridgeline Drive; #6361-01-200564 – 94 Ridgeline Drive; 6361-01-180519 – 110 Ridgeline Drive.

Councilman Jessup moved to release the bonds, seconded by Councilman Beck. The motion carried unanimously.

Committee Reports

Water and Sewer

No report

Recreation

No report

Open Space

Mr. Wagner stated that Sleight Farm would be revisited if and when the bond consolidation happened.

Highway

No report

Board Comments

No comments

Town Attorney

Mr. Blass stated that the Board may wish to consider amending the Town Code to allow for the acceptance of surety bonds in addition to letters of credit and cash as a means of securing performance bonds for developers. Due to the difficulty in obtaining letters of credit financing by private sector developers, the Town may wish to accept surety bonds with and add on of a percentage of the bond amount, as a cash litigation contingency fund. That contingency fund would protect the Town.

A discussion ensued.

Environmental Consultants

No comments

Administrator of Public Works

No comments

Public Comment

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

A representative of the library addressed the Board. He noted some of the activities and events in the library newsletter. The library is changing to keep up with technology, especially offering e books through KINDLE. In addition, the library is trying to re-negotiate its lease as part of the ongoing efforts to control costs.

Councilman Jessup moved to close the Public Comment, seconded by Councilman Beck. The motion carried unanimously.

Councilman Polhemus moved to adjourn for Executive Session to discuss two personnel matters and one contractual issue. The motion was seconded by Councilman Jessup and the motion carried.

The meeting adjourned at 8:30 p.m. for Executive Session.

At 9:30 p.m., the Board returned. Councilman Jessup moved to adjourn, seconded by Councilman Polhemus and carried by all.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- D'Achille 2010 Audit Overview; Findings & Recommendations
- Refunding Bond Resolution
- Resolution: Irrevocable Offer of Cession for Conservation Easements for Frank Farm Subdivision, Phase2
- Stipulation Agreement for Tax Certioraris for 2007 to 2011 for David E. Petrovits
- Stipulation Agreement for Tax Certioraris for 2007/2008 to 2011/2012 Anthony Associates
- Dutchess County Planning Comments: Local Law #7 (Drive-Throughs)
- LaGrange Planning Board Comments: Local Law #7 (Drive-Throughs)

TOWN OF LAGRANGE, NEW YORK
FINDINGS AND RECOMMENDATIONS
DECEMBER 31, 2010

TOWN OF LAGRANGE, NEW YORK
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DECEMBER 31, 2010

DESCRIPTION

Independent Auditors' Report

Schedule of Findings and Recommendations

INDEPENDENT AUDITORS' REPORT

To the Supervisor and
Members of the Town Board
Town of LaGrange, New York
120 Stringham Road
LaGrangeville, New York 12540

In planning and performing our audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of LaGrange, New York as of and for the year ended December 31, 2010, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing a conclusion on the effectiveness of the Town's internal control. Accordingly, we do not express our conclusion on the effectiveness of the Town's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affect the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all discrepancies in internal control that might be significant deficiencies in internal control that we consider to be material weaknesses, as defined above. However, we reviewed previous identified deficiencies in internal control that were considered significant deficiencies, and formed a conclusion on whether recommendations and corrective action were implemented. In addition, we have recommendations on internal control that we believe will improve the process.

We would like to thank Christine Toussaint, Comptroller and her excellent staff for their invaluable assistance.

This communication is intended solely for the information and use of the Board, management, and staff, and is not intended to be and should not be used by anyone other than the specified parties.

Rae D'Achille
D'Achille & Associates
Red Hook, New York
December 5, 2011

TOWN OF LAGRANGE, NEW YORK
PREVIOUSLY IDENTIFIED FINDINGS, RECOMMENDATIONS, AND 2010
CONCLUSIONS
FOR THE YEAR(S) ENDED DECEMBER 31, 2009 AND DECEMBER 31, 2010

Finding 1 – Escrow Recordkeeping

Finding: During the 2009 audit the Trust & Agency liabilities which included payroll liabilities, parkland deposits and escrow account the review noted that there were negative escrow balances and the inspection fees account had a un reconciled difference.

Cause: Lack of Communication between the Planning Department and the Comptroller's Office.

Recommendation: Analysis of all Escrow schedules should be updated and reconciled on a timely basis.

Town Response: Analysis of all escrow balances is continuing and errors have been identified and corrected.

Correction: Correction accomplished. The Comptroller and the Finance staff have made significant efforts to maintain control over the escrow accounts. There should be greater cooperation and reconciliation from the Planning Department. We note, that during our audit an invoice attributable to an escrow client was submitted to the Comptroller for payment. The invoice was older than six month due.

TOWN OF LAGRANGE, NEW YORK
PREVIOUSLY IDENTIFIED FINDINGS, RECOMMENDATIONS, AND 2010
CONCLUSIONS
FOR THE YEAR(S) ENDED DECEMBER 31, 2009 AND DECEMBER 31, 2010

Finding 2– Recreation Department Fees Receipt Process

Finding: During the 2009 audit it was noted that receipts were no issued to the Recreation Department from the Comptroller’s Office for money turned over for fees collected for various recreation programs.

Cause: Receipts were not issued for fees remitted.

Recommendation: Receipts should be issued by the Comptroller’s Office.

Town Response: During 2010 the Town implemented a Cash Receipts Policy requiring a transmittal form accompany any remitted funds. This remittal form is signed by both the employee turning over the funds and the employee receiving the funds.

Correction: Correction accomplished. However, we performed a review of the Internal Controls in place in the Recreation Department and will note the recommendation in the 2010 findings and recommendations.

TOWN OF LAGRANGE, NEW YORK
PREVIOUSLY IDENTIFIED FINDINGS, RECOMMENDATIONS, AND 2010
CONCLUSIONS
FOR THE YEAR(S) ENDED DECEMBER 31, 2009 AND DECEMBER 31, 2010

Finding 3- Planning/Zoning Fees

Finding: During the 2009 audit it was noted that the 2007 fee schedule was still being used for planning and zoning fees, even though a new schedule was developed in 2009.

Cause: There was not one all-encompassing fee schedule in place for building, planning, and zoning fees.

Recommendation: Planning/Zoning fees be revised to be included with the revised Building Department fee schedule..

Town Response: In 2010 the Town amended the fee schedule to address any discretion fees.

Correction: Correction accomplished. We reviewed and tested the adopted fee schedule and found consistency in fees assessed.

**TOWN OF LAGRANGE, NEW YORK
FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED DECEMBER 31, 2010**

Finding 1- Recreation

Finding:

During the fiscal year ended December 31, 2010 the Supervisor and the Town Board adopted a "Fund Handling Policy." The policy addressed several key issues for accepting, receipting, and depositing all funds received by the Town. We tested the May 2010 receipts received by the Recreation Department. Although we found no immediate issues we question the reliability of the "Cash Register Receipt" documentation to the "Cash Transmittal Form" to the Comptroller.

Cause:

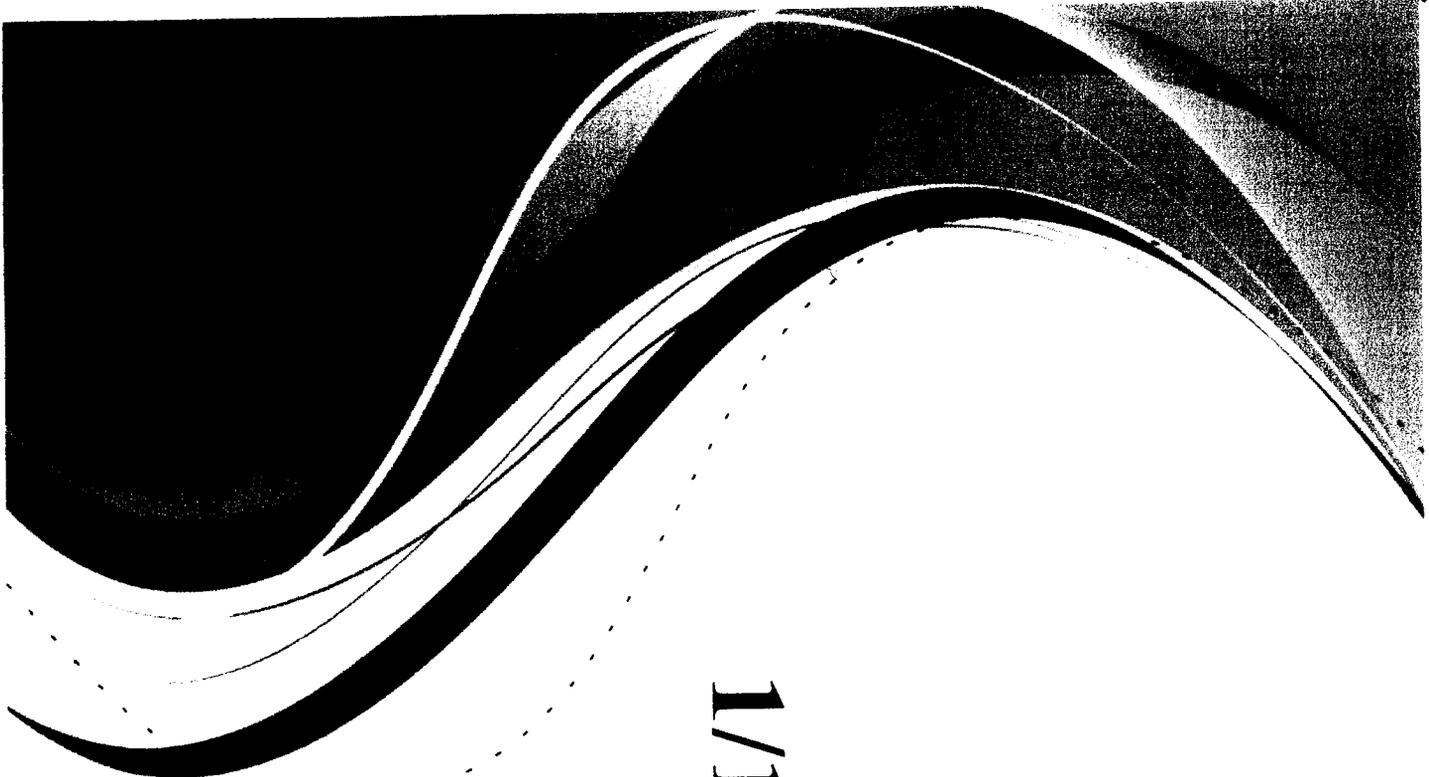
One employee handles all phases of receipt and transmittal of revenue to the Comptroller. We note also that the Parks and Recreation Director signs Transmittal Form.

Effect:

A transaction not recognized cannot be audited. There is the possibility of revenue not recognized.

Recommendation:

The Recreation Director should periodically verify entries to the daily cash register and to the monthly report.



TOWN OF LAGRANGE
1/1/10 THROUGH 12/31/10

D'Achille & Associates
Rae D'Achille
Mark Poznaniak



• CHIEF FISCAL OFFICER

Statement of Changes in Net Assets

	2010	2009	Variance
Current and Other Assets	\$ 5,010,809	\$ 4,664,158	\$ 346,651
Capital Assets	\$ 33,246,599	\$ 33,017,878	\$ 228,721
Total Assets	<u>\$ 38,257,408</u>	<u>\$ 37,682,036</u>	<u>\$ 575,372</u>
Current Liabilities	\$ 9,442,079	\$ 9,060,533	\$ 381,546
Long - Term Liabilities	\$ 14,160,162	\$ 15,078,135	\$ (917,973)
Total Liabilities	<u>\$ 23,602,241</u>	<u>\$ 24,138,668</u>	<u>\$ (536,427)</u>
Net Assets:			
Invested in Capital Assets, Net of Related Debt	\$ 10,797,633	\$ 10,435,009	\$ 362,624
Restricted	\$ 474,194	\$ 478,279	\$ (4,085)
Unrestricted	\$ 3,383,340	\$ 2,630,080	\$ 753,260
Total net assets	<u>\$ 14,655,167</u>	<u>\$ 13,543,368</u>	<u>\$ 1,111,799</u>
Total Liabilities and Net Assets	<u>\$ 38,257,408</u>	<u>\$ 37,682,036</u>	<u>\$ 575,372</u>

FISCAL YEAR COMPARISON

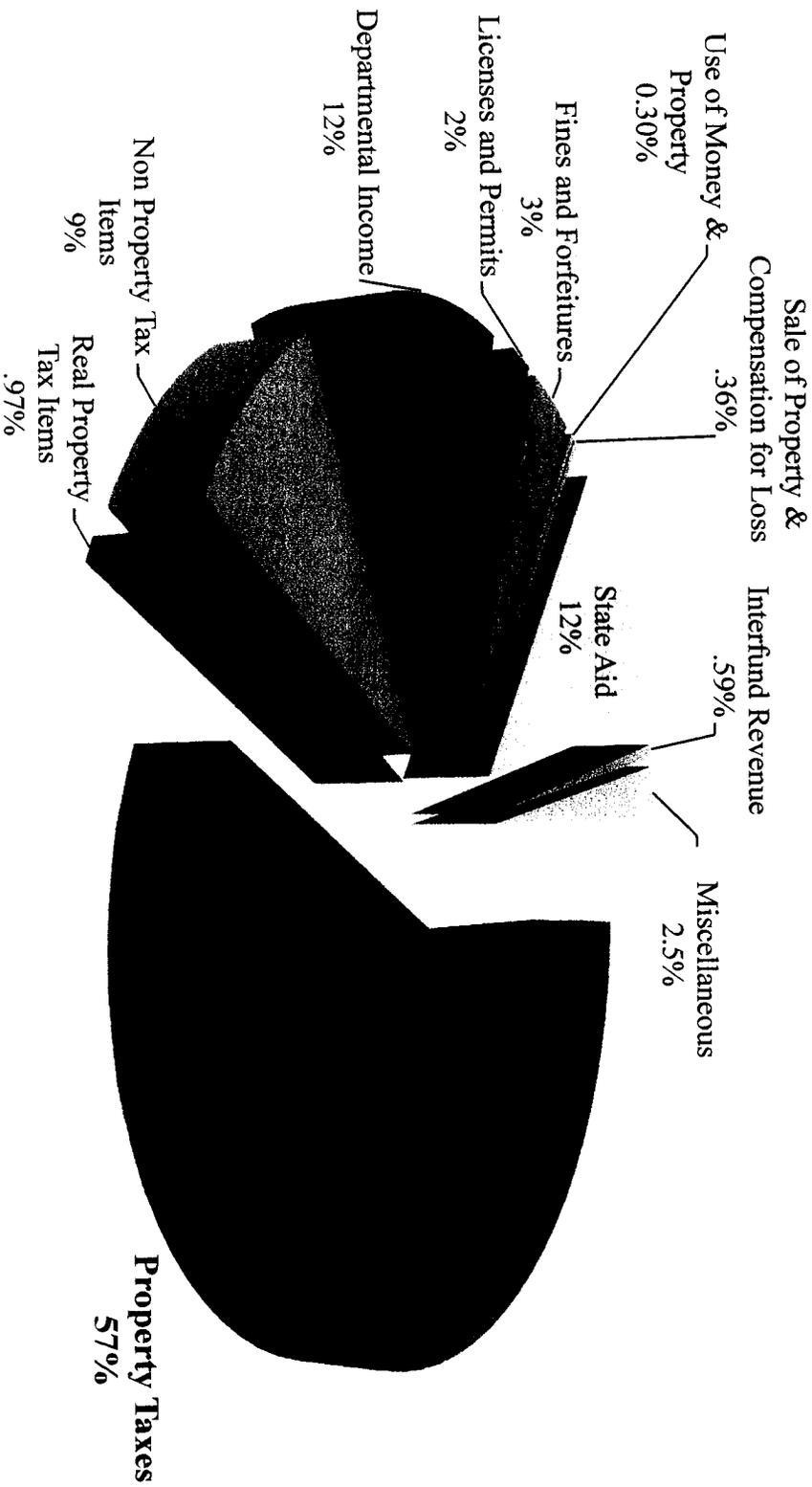
REVENUES

	2010	2009
	AMOUNT	AMOUNT
	%	%

GENERAL REVENUES:

Property Taxes	\$ 6,106,069	57.10%	\$ 5,730,758	61.63%
Real Property Tax Items	\$ 104,243	0.97%	\$ 48,482	0.52%
Non Property Tax Items	\$ 979,373	9.16%	\$ 950,062	10.22%
Departmental Income	\$ 1,314,026	12.2869%	\$ 1,184,406	12.74%
Licenses and Permits	\$ 165,462	1.5472%	\$ 165,172	1.78%
Fines and Forfeitures	\$ 366,914	3.4309%	\$ 416,721	4.48%
Use of Money & Property	\$ 32,425	0.3032%	\$ 79,825	0.86%
Sale of Property & Compensation for Loss	\$ 38,650	0.3614%	\$ 23,411	0.25%
State Aid	\$ 1,251,993	11.7068%	\$ 593,851	6.39%
Interfund Revenue	\$ 63,528	0.5940%	\$ 65,953	0.71%
Miscellaneous	\$ 271,851	2.5420%	\$ 40,615	0.44%
TOTAL REVENUE	\$ 10,694,534	100.0%	\$ 9,299,256	100.00%

SOURCES OF REVENUE

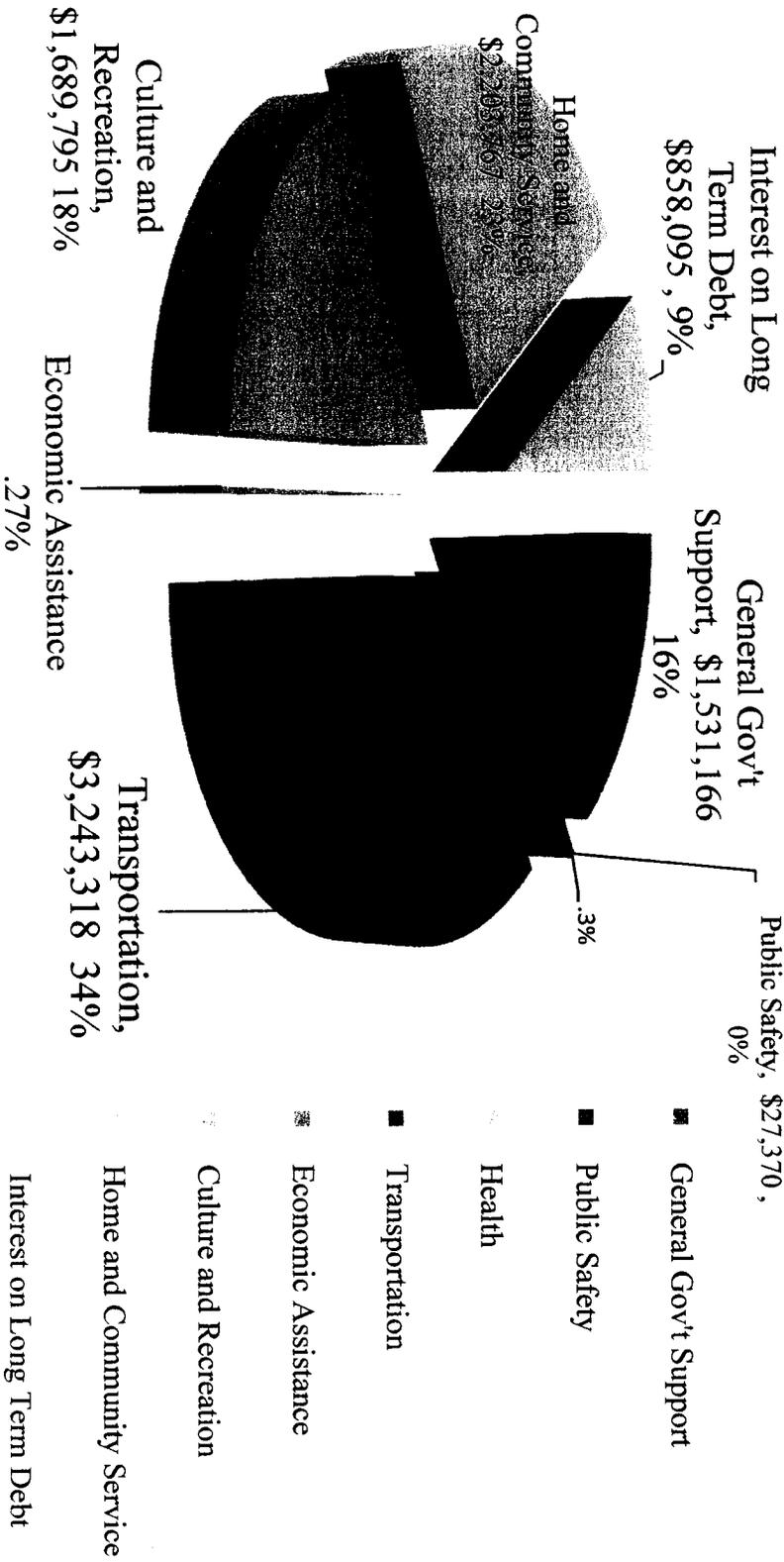


EXPENDITURES

EXPENSES

General Gov't Support	\$ 1,531,166	16.0%	\$ 1,462,063	16.79%
Public Safety	\$ 27,370	0.3%	\$ 32,274	0.37%
Health	\$ 3,288	0.0%	\$ 4,417	0.05%
Transportation	\$ 3,243,318	33.8%	\$ 3,129,978	35.94%
Economic Assistance	\$ 25,936	0.27%	\$ 24,002	0.28%
Culture and Recreation	\$ 1,689,795	17.6%	\$ 1,482,127	17.02%
Home and Community Service	\$ 2,203,767	23.0%	\$ 1,703,850	19.56%
Interest on Long Term Debt	\$ 858,095	9.0%	\$ 871,116	10.00%
TOTAL EXPENSES	\$ 9,582,735	100.0%	\$ 8,709,827	100%

Expenditures

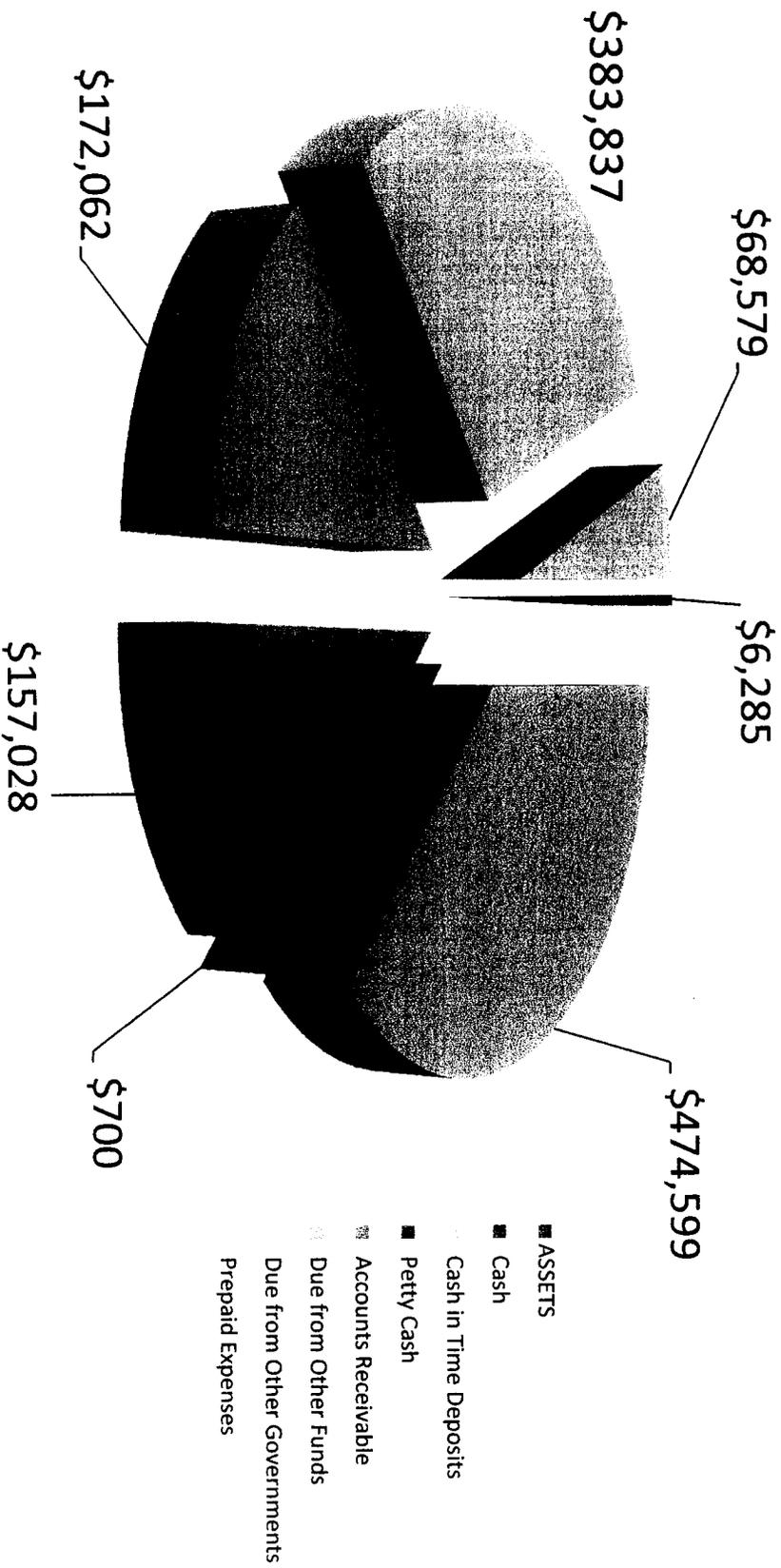


General Fund

ASSETS

Cash	\$	6,285
Cash in Time Deposits	\$	474,599
Petty Cash	\$	700
Accounts Receivable	\$	157,028
Due from Other Funds	\$	172,062
Due from Other Governments	\$	383,837
Prepaid Expenses	\$	68,579
TOTAL ASSETS	\$	<u>1,263,090</u>

General Fund Assets



- ASSETS
- Cash
- Cash in Time Deposits
- Petty Cash
- ▣ Accounts Receivable
- Due from Other Funds
- Due from Other Governments
- Prepaid Expenses

General Fund

LIABILITIES AND FUND BALANCE

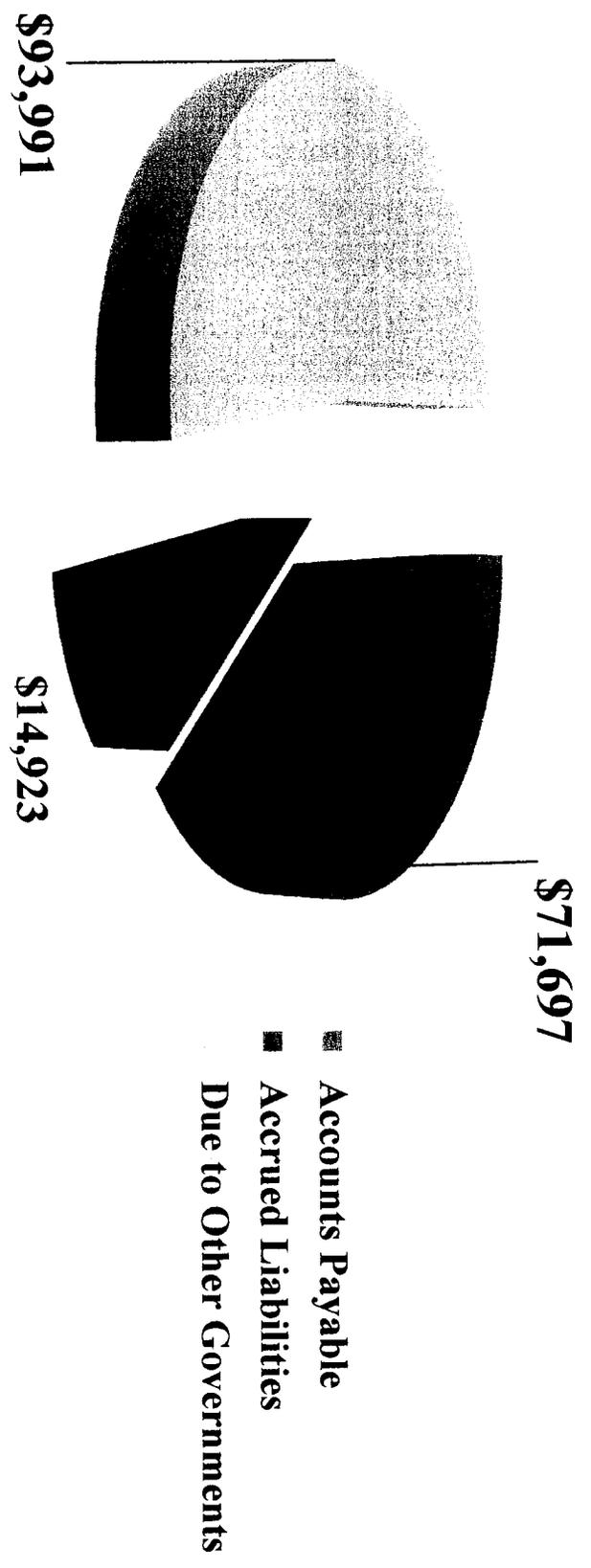
LIABILITIES

Accounts Payable	\$ 71,697
Accrued Liabilities	\$ 14,923
Due to Other Governments	\$ 93,991
TOTAL LIABILITIES	\$ 180,611

FUND BALANCE

Fund Balance - Reserve for Debt	\$ 10,748
Fund Balance - Appropriated	\$ -
Fund Balance - Undesignated	\$ 1,071,731
TOTAL FUND BALANCE	\$ 1,082,479
TOTAL FUND LIABILITIES AND FUND BALANCE	\$ 1,263,090

General Fund Liabilities



GENERAL FUND

Fund Balance @ 1/1/10	\$ 574,697
Revenue	\$ 4,296,085
Expenditures	\$ 3,788,303
Operating Surplus (Deficit)	\$ 507,782
Fund Balance @ 12/31/10	\$ 1,082,479

Highway Fund

ASSETS

Cash	\$ 331,213
Due from Other Governments	\$ 35,402
Due from Other Funds	\$ 14,820

TOTAL ASSETS

\$ 381,435

LIABILITIES AND FUND BALANCE LIABILITIES

Accounts Payable	\$ 62,233
Accrued Liabilities	\$ 11,320
Due to Other Governments	\$ 85,929

TOTAL LIABILITIES

\$ 159,482

FUND BALANCE

Fund Balance - Reserved	\$ 18,895
Highway Capital Projects	\$ 1,261
Bond Debt	\$ -
Fund Balance - Designated	\$ 201,797
Fund Balance - Undesignated	\$ 221,953
TOTAL FUND BALANCE	\$ 221,953
TOTAL FUND LIABILITIES AND	\$ 381,435

Highway Fund

Fund Balance @ 1/1/10	\$ 327,570
Revenue	\$ 3,301,694
Expenditures	\$ 3,407,311
Operating Surplus (Deficit)	\$ (105,617)
Fund Balance @ 12/31/10	\$ 221,953

NYS Pension Payment

ERS

2010	\$	217,023
2009	\$	160,729
2008	\$	177,277

Capital Projects (BANS)

ASSETS

Cash

\$ 1,595,101

TOTAL ASSETS

\$ 1,595,101

LIABILITIES AND FUND BALANCE LIABILITIES

Accounts Payable

\$ 7,296

Accrued Liabilities (Retainage)

\$ 7,801

Due to Other Funds

\$ 7,389

Bond Anticipation Notes Payable

\$ 7,863,465

TOTAL LIABILITIES

\$ 7,885,951

FUND BALANCE

Fund Balance - Reserved

Fund Balance - Undesignated

\$ (6,290,850)

TOTAL FUND BALANCE

\$ (6,290,850)

TOTAL LIABILITIES AND FUND BALANCE

\$ 1,595,101

LONG TERM DEBT

ASSETS

Amounts to be Provided Long Term Debt \$ 14,748,073

TOTAL ASSETS

\$ 14,748,073

LIABILITIES AND FUND BALANCE

Serial Bonds

\$ 14,076,147

Compensated Absences

\$ 162,571

Joint Landfill Liability

\$ 148,124

Installment Purchase

\$ 361,231

TOTAL LIABILITIES

\$ 14,748,073

At a regular meeting of the Town Board of the Town of LaGrange, Dutchess County, New York, held at the Town Hall, in LaGrangeville, New York, on December 14, 2011, at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Wagner.

PRESENT: Councilman Luna, Councilman Beck, Councilman Jessup, Councilman Jessup, Councilman Polhemus

The following resolution was offered by Councilman Jessup, who moved its adoption, seconded by Councilman Beck, to-wit:

REFUNDING BOND RESOLUTION DATED DECEMBER 14, 2011.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Town of LaGrange, Dutchess County, New York (hereinafter, the "Town") heretofore issued \$2,666,000 Public Improvement (Serial) Bonds, 1999, pursuant to various bond resolutions to pay the cost of various Town purposes in and for said Town as further described in the bond determinations certificate of the Supervisor dated March 2, 1999 (hereinafter referred to as the "1999 Refunded Bond Determinations Certificate"), such Public Improvement (Serial) Bonds, 1999, being dated March 1, 1999 with remaining maturities on October 1 in the years 2012 through 2017, both inclusive, as more fully described in the 1999 Refunded Bond Determinations Certificate (the "1999 Refunded Bonds"); and

WHEREAS, the Town also heretofore issued \$10,044,500 Public Improvement (Serial) Bonds, 2003 pursuant to various bond resolutions to pay the cost of improvements to water facilities of the Manchester Water District as further described in the bond determinations certificate of the Supervisor dated December 23, 2003 (hereinafter referred to as the "2003 Refunded Bond Determinations Certificate"), such Public Improvement (Serial) Bonds, 2003, being dated December 15, 2003 with remaining maturities on April 15 in the years 2012 through 2025, both inclusive, as more fully described in the 2003 Refunded Bond Determinations Certificate (the "2003 Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the 1999 Refunded Bonds and the 2003 Refunded Bonds maturing in 2014

and thereafter (collectively, the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of LaGrange, Dutchess County, New York, as follows:

Section 1. For the object or purpose of refunding the \$7,040,000 outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$7,800,000 refunding serial bonds of the Town

pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$7,625,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-11 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the Supervisor pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding

Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the Town by lot in any customary manner of selection as determined by the Supervisor. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the Town shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate

trust office of such Fiscal Agent (or at the office of the Supervisor as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the Town maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the Supervisor providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the Supervisor as fiscal agent of the Town for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Supervisor, as chief fiscal officer of the Town, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said Town,

to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the Town, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the Supervisor is also hereby authorized to name the Town Clerk as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Supervisor, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the 1999 and 2003 Refunded Bond Determinations Certificates which are incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear

interest as set forth on Exhibit A attached hereto and made a part of this resolution. This Town Board recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the Town will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The Supervisor is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Supervisor; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The Supervisor shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Town Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with

banks or trust companies, located and authorized to do business in this State as said Supervisor shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of LaGrange, Dutchess County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately

be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the Town hereby elects to call in and redeem each Refunded Bond which the Supervisor shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the Town in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at public sale.

Section 11. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspaper of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: December 14, 2011.

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

The resolution was thereupon declared duly adopted.

* * * * *

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

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York (the "Issuer"), DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 14th day of December, 2011.
- 2) That such meeting was a regular meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION: January 17, 2011; Poughkeepsie Journal

POSTING: January 12, 2011; Town Clerk Sign Board

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 14 day of December, 2011.


Town Clerk

(CORPORATE
SEAL)

EXHIBIT A

PRELIMINARY REFUNDING FINANCIAL PLAN

TOWN OF LAGRANGE,
DUTCHESS COUNTY, NEW YORK

CAPITAL MARKETS ADVISORS, LLC

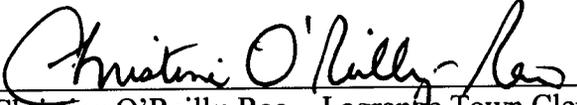
OCTOBER 26, 2011

LEGAL NOTICE OF ESTOPELL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of LaGrange, Dutchess County, New York, on December 14, 2011, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Dated: LaGrangeville, New York

December 14, 2011


Christine O'Reilly-Rao, Lagrange Town Clerk

SUMMARY OF

REFUNDING BOND RESOLUTION DATED DECEMBER 14, 2011.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Town of LaGrange, Dutchess County, New York (hereinafter, the "Town") heretofore issued Bonds in 1999 and 2003 to pay the cost of various improvements in and for said Town (the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of LaGrange, Dutchess County, New York, as follows:

Section 1. For the object or purpose of refunding the \$7,040,000 outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the

Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$7,800,000 refunding serial bonds of the Town pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$7,625,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the

provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the Refunded Bond Certificate which is incorporated herein by reference (available for inspection at the office of the Town Clerk during normal business hours);

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is \$290,890.89 as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the

basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached to the full text of this resolution on file at the office of the Town Clerk and available for inspection during normal business hours.

Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said Supervisor shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Town of LaGrange, Dutchess County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any

proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the Town hereby elects to call in and redeem each Refunded Bond which the Supervisor shall determine to be refunded at the earliest call date available.

Section 10. The Refunding Bonds shall be sold at public sale.

Section 11. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspaper of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: December 14, 2011.

Poughkeepsie Journal

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, of the City of Poughkeepsie, Dutchess County, New York, being duly sworn, says that at the several times hereinafter mentioned he/she was and still is the Principle Clerk of the Poughkeepsie Newspapers Division of Gannett Satellite Information Network, Inc., publisher of the Poughkeepsie Journal, a newspaper published every day in the year 2011 in the city of Poughkeepsie, Dutchess County, New York, and that the annexed Notice was duly published in the said newspaper for one insertion successively, in each week, commencing on the 25th day of Dec. in the year of 2011 and on the following dates thereafter, namely on:

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

Rita Lombardi
Subscribed and sworn to before me this 27th day of December in the year of 2011.

Rose Ann Simpson
Notary Public

My commission expires 1/4/2014

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01SI6215893
Qualified in Dutchess County
Commission Expires January 4, 2014

LEGAL NOTICE
NOTICE IS HEREBY GIVEN that the resolution...
RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LA GRANGE, DUTCHESS COUNTY, NEW YORK...
WHEREAS it would be in the public interest to refund all or a portion of the outstanding principal balance of the refunded bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law...
WHEREAS such refunding will only be undertaken if it results in present value savings in the cost of the refunding bonds...
RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LA GRANGE, DUTCHESS COUNTY, NEW YORK...
RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LA GRANGE, DUTCHESS COUNTY, NEW YORK...
RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LA GRANGE, DUTCHESS COUNTY, NEW YORK...

Poughkeepsie Journal

Poughkeepsie, N. Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess

<p>LEGAL NOTICE</p> <p>NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of LaGrange, Dutchess County, New York, on December 14, 2011, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.</p> <p>Dated: LaGrangeville, New York December 14, 2011 Christine O'Reilly-Rao LaGrange Town Clerk</p> <p>BOND RESOLUTION DATED NOVEMBER 9, 2011.</p> <p>A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE TOWN OF LA GRANGE, DUTCHESS COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS</p>	<p>TO BE REFUNDED THEREBY.</p> <p>WHEREAS, the Town of LaGrange, Dutchess County, New York (hereinafter, the "Town") heretofore issued Bonds in 1999 and 2003 to pay the cost of various improvements in and for said Town (the "Refunded Bonds"); and WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of LaGrange, Dutchess County, New York, as follows:</p> <p>Section 1. For the object or purpose of refunding the \$7,040,000 outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities, in accordance with the refund-</p>	<p>ing financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$7,800,000 refunding serial bonds of the Town pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$7,625,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues.</p> <p>Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Supervisor shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law;</p>	<p>Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America. The Supervisor is hereby further delegated all powers of this Town Board with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.</p> <p>Section 3. It is hereby determined that:</p> <p>(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;</p> <p>(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the Refunded Bond Certificate which is incorporated herein by reference (available for inspection at the office of the Town Clerk during normal business hours);</p> <p>(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of paragraph c of Section 90.10 of the Local Finance Law;</p>	<p>(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is \$290,890.89 as shown in the Refunding Financial Plan described in Section 4 hereof.</p> <p>Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached to the full text of this resolution on file at the office of the Town Clerk and available for inspection during normal business hours.</p> <p>Section 5. The Supervisor is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said Supervisor shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.</p> <p>Section 6. The faith and</p>	<p>credit of said Town of LaGrange, Dutchess County, New York, are hereby irrevocably pledged to the payment of the principal and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.</p> <p>Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the Town to be expended to pay interest on the Refunding Bonds.</p> <p>Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the Town shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.</p> <p>Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the Town hereby elects to call in and redeem each Refunded Bond which the Supervisor shall determine to be refunded at the earliest call date available.</p> <p>Section 10. The Refunding Bonds shall be sold at public sale.</p> <p>Section 11. The Supervisor and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.</p> <p>Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Supervisor and all powers in connection thereof are hereby delegated to the Supervisor.</p> <p>Section 13. The validity of the Refunding Bonds may be contested only if:</p> <p>1. Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or</p> <p>2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or</p> <p>3. Such obligations are</p>	<p>authorized in violation of the provisions of the Constitution.</p> <p>Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspaper of said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.</p> <p>Dated: December 14, 2011</p>
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Subscribed and sworn to before me this 27th day
of December in the year of 2011

Rose Ann Simpson
Notary Public

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

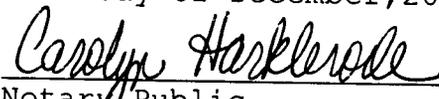
My commission expires 1/4/2014

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

I, the undersigned Clerk of the Town of LaGrange, Dutchess County, New York, DO HEREBY CERTIFY that on the 15th day of December, 2011, I duly caused a copy of the Legal Notice of Estopell and Summary for Bond Consolidation conspicuously posted on the sign-board maintained pursuant to Town Law section 30(6) located at the entrance of Town Hall, 120 Stringham Road, LaGrangeville, New York.


Christine O'Reilly-Rao, Town Clerk

Sworn to before me this
30th day of December, 2011


Notary Public

CAROLYN HARKLERODE
Notary Public, State of New York
No. 0171146010814
Qualified in Dutchess County
Commission Expires July 27, 2014 *L4*

RESOLUTION

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

WHEREAS, by Irrevocable Offer of Cession dated May 25, 2006, and recorded with the Dutchess County Clerk on June 8, 2006 as Document #02 2006 4547, Henry G. Page Jr. Development, Ltd. made and released unto the Town of LaGrange an Irrevocable Offer of Cession and Dedication of various areas or easements related to public improvements, as more particularly described in the exhibits annexed to the Irrevocable Offer of Cession; and

WHEREAS, the Town now wishes to accept the offer of cession to two Conservation Easements, both located within Frank Farms Phase II and attached to the aforementioned Irrevocable Offer of Cession as Exhibit C3 [a/k/a "Conservation Easement #2 (phase 2 portion)"] and Exhibit C4 [a/k/a "Conservation Easement #3 (phase 2 portion)"]; and

WHEREAS, a copy of the Irrevocable Offer of Cession, without exhibits, is annexed hereto as **Exhibit 1**; and

WHEREAS, a copy of the Conservation Easement identified as Exhibit C3 to the Irrevocable Offer of Cession [a/k/a "Conservation Easement #2 (phase 2 portion)"] is annexed hereto as **Exhibit 2**; and

WHEREAS, a copy of the Conservation Easement identified as Exhibit C4 to the Irrevocable Offer of Cession [a/k/a

"Conservation Easement #3 (phase 2 portion)" is annexed hereto as **Exhibit 3**.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board hereby accepts the offer of a Conservation Easement within Phase 2 of the Frank Farms Subdivision, identified as Exhibit C3 to the Irrevocable Offer of Cession [a/k/a "Conservation Easement #2 (phase 2 portion)"] and annexed hereto as **Exhibit 2**. This conservation easement encumbers the following lots, as shown on Filed Map 10964I:

- a. Lot 62 now also known as Section Block and Lot #133400-6361-01-209594
- b. Lot 63 now also known as Section Block and Lot #133400-6361-01-204575
- c. Lot 64 now also known as Section Block and Lot #133400-6361-01-200564
- d. Lot 65 now also known as Section Block and Lot #133400-6361-01-195553
- e. Lot 66 now also known as Section Block and Lot #133400-6361-01-188542
- f. Lot 67 now also known as Section Block and Lot #133400-6361-01-185530
- g. Lot 68 now also known as Section Block and Lot #133400-6361-01-180519

- h. Lot 69 now also known as Section Block and Lot
#133400-6361-01-178509
- i. Lot 70 now also known as Section Block and Lot
#133400-6361-01-173500
- j. Lot 71 now also known as Section Block and Lot
#133400-6361-03-170490
- k. Lot 72 now also known as Section Block and Lot
#133400-6361-03-167480
- l. Lot 73 now also known as Section Block and Lot
#133400-6361-03-161470
- m. Lot 74 now also known as Section Block and Lot
#133400-6361-03-149455
- n. Lot 75 now also known as Section Block and Lot
#133400-6361-03-146435
- o. Lot 76 now also known as Section Block and Lot
#133400-6361-03-155417
- p. Lot 77 now also known as Section Block and Lot
#133400-6361-03-160400
- q. Lot 78 now also known as Section Block and Lot
#133400-6361-03-170385
- r. Lot 79 now also known as Section Block and Lot
#133400-6361-03-179370
- s. Lot 80 now also known as Section Block and Lot
#133400-6361-03-191355

2. That the Town Board hereby accepts the offer of a Conservation Easement within Phase 2 of the Frank Farms Subdivision, identified as Exhibit C4 to the Irrevocable Offer of Cession [a/k/a "Conservation Easement #3 (phase 2 portion)"] and annexed hereto as **Exhibit 3**. This conservation easement encumbers the following lots, as shown on Filed Map 10964I:

- a. Lot 144 now also known as Section Block and Lot #133400-6361-03-263421
- b. Lot 145 now also known as Section Block and Lot #133400-6361-03-251433
- c. Lot 146 now also known as Section Block and Lot #133400-6361-03-247442
- d. Lot 147 now also known as Section Block and Lot #133400-6361-03-240450
- e. Lot 148 now also known as Section Block and Lot #133400-6361-03-272455
- f. Lot 149 now also known as Section Block and Lot #133400-6361-03-277468
- g. Lot 150 now also known as Section Block and Lot #133400-6361-03-283478
- h. Lot 151 now also known as Section Block and Lot #133400-6361-03-277490
- i. Lot 152 now also known as Section Block and Lot #133400-6361-01-270503

- j. Lot 153 now also known as Section Block and Lot
#133400-6361-01-270515
- k. Lot 154 now also known as Section Block and Lot
#133400-6361-01-265527
- l. Lot 155 now also known as Section Block and Lot
#133400-6361-01-259539
- m. Lot 156 now also known as Section Block and Lot
#133400-6361-01-255551
- n. Lot 157 now also known as Section Block and Lot
#133400-6361-01-250564

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
December 14, 2011


CHRISTINE O'REILLY-RAO
TOWN CLERK

EXHIBIT 1



DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO :

VANDEWATER & VANDEWATER
PO BOX 112
40 GARDEN ST
POUGHKEEPSIE NY 12602

RECORDED: 06/08/2006
AT: 11:22:19
DOCUMENT #: 02 2006 4547

RECEIVED FROM: VANDEWATER & VANDEWATER

GRANTOR: HENRY G PAGE JR DEVELOPMENT LTD
GRANTEE: LAGRANGE TOWN

RECORDED IN: DEED TAX
INSTRUMENT TYPE: IRREV OFFER OF CESSI DISTRICT: LA GRANGE

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 1,299.00 NUMBER OF PAGES: 424
TRANSFER TAX AMOUNT:
TRANSFER TAX NUMBER:
E & A FORM: N
TP-584: N

*** DO NOT DETACH THIS
*** PAGE
*** THIS IS NOT A BILL

COUNTY CLERK BY: MMB / _____
RECEIPT NO: R40652
BATCH RECORD: A00247

Colette M Lafuente
COLETTE M. LAFUENTE
County Clerk



424
12906
708

IRREVOCABLE OFFER OF CESSION

FRANK FARMS SUBDIVISION

THIS AGREEMENT made this 25 day of May, 2006, between HENRY G. PAGE JR., DEVELOPMENT, LTD, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 ("Grantor"), and THE TOWN OF LAGRANGE, a municipal corporation whose Town Hall is located at 120 Stringham Road, Town of LaGrange, County of Dutchess, and State of New York, party of the second part (the "TOWN").

WITNESSETH, that Grantor, in consideration of \$1.00 actual lawful money of the United States and other good and valuable consideration including conditional final approval issued by the Town of LaGrange Planning Board on June 21, 2004 as superseded by resolution of Apr. 19, 2005 to a subdivision known as "FRANK FARMS", Town of LaGrange, County of Dutchess, and State of New York, hereby makes and releases unto the TOWN:

An Irrevocable Offer of Cession and Dedication, for public use, of all roads and cul de sac easements, water mains in future town roads, water tank parcel, interim drainage easements, conservation easements, utilities easements - drainage, utilities easements - sanitary sewer and water, water tank access easements, water main easements, snow easements, access easements, emergency accessway in future town road, and any other areas or easements related to public improvements as depicted on the subdivision map which was the subject of final approval by the Town of LaGrange Planning Board, as aforesaid, said real property interests being more

specifically, and separately, described on the schedules annexed hereto and made a part hereof, said schedules being summarized as follows:

SCHEDULE A - Prior to Phase 1

- PARCEL A1: Water Main in Future Town Roads (7-31-04) (1 Easement)
- PARCEL A2: Water Main in Future Town Roads (1-31-05) (1 Easement)
- PARCEL A3: Water Tank Parcel

SCHEDULE B

Frank Farms Subdivision Phase 1

- PARCEL B1: Keith Drive
- PARCEL B2: Interim Drainage Easement # 3 to the Town of LaGrange
- PARCEL B3: Conservation Easement #1 (phase 1 portion)
- PARCEL B4: Conservation Easement #2 (phase 1 portion)
- PARCEL B5: Utilities Easement SS#2 (phase 1 portion)
- PARCEL B6: Utilities Easement DR#4
- PARCEL B7: Utilities Easement DR#5
- PARCEL B8: Utilities Easement DR#6
- PARCEL B9: Utilities Easement DR#7
- PARCEL B10: Utilities Easement DR#8
- PARCEL B11: Utilities Easement DR#9
- PARCEL B12: Interim Drainage Easement #4
- PARCEL B13: Utilities Easement DR#1

PARCEL B14: Utilities Easement DR#2

PARCEL B15: Utilities Easement DR#3

PARCEL B16: Utilities Easement DR#14

SCHEDULE C

Frank Farms Subdivision Phase 2

PARCEL C1: Ridgeline Drive (phase 2 portion)

PARCEL C2: Sommerset Road

PARCEL C3: Conservation Easement #2 (phase 2 portion)

PARCEL C4: Conservation Easement#3 (phase 2 portion)

PARCEL C5: Utilities Easement SS#2 (phase 2 portion)

PARCEL C6: Utilities Easement DR#10 on Lot 144

PARCEL C7: Utilities Easement DR#11

PARCEL C8: Intentionally Omitted

PARCEL C9: Water Main Easement #1

SCHEDULE D

Frank Farms Subdivision Phase 3

PARCEL D1: Ridgeline Drive (phase 3 portion)

→ PARCEL D2: Conservation Easement #2 (phase 3 portion)

→ PARCEL D3: Conservation Easement #3 (phase 3 portion)

PARCEL D4: Utilities Easement SS#2 (phase 3 portion)

PARCEL D5: Water Tank Access Easement

PARCEL D6: Water Main Easement #2

SCHEDULE E

Frank Farms Subdivision Phase 4

PARCEL E1: Brooke Court

PARCEL E2: Karen Court

PARCEL E3: Spellman Court

PARCEL E4: Snow Easements: #1 and #2 of Karen Court Terminus,

#3 and #4 of Brooke Court Terminus, and #5 and #6 of Spellman Court Terminus

PARCEL E5: Conservation Easement #1 (phase 4 portion)

PARCEL E6: Intentionally Omitted

PARCEL E7: Intentionally Omitted

PARCEL E8: Intentionally Omitted

PARCEL E9: Utilities Easement SS#3

PARCEL E10: Intentionally Omitted

SCHEDULE F

Frank Farms Subdivision Phase 5

- PARCEL F1: Ridgeline Drive (phase 5 portion)
- PARCEL F2: Conservation Easement #3 (phase 5 portion)
- PARCEL F3: Snow Easements #7 and #8 of Ridgeline Drive Terminus
- PARCEL F4: Utilities Easement SS, DR#1
- PARCEL F5: 20FT Wide Access Easement #1 (Vail Road to Future Town Road)
- PARCEL F6: Utilities Easement DR#13
- PARCEL F7: Emergency Accessway in Future Town Road (access prior to town roads)

SCHEDULE G

Frank Farms Subdivision Phase 6

- PARCEL G1: Page Court
- PARCEL G2: Conservation Easement # 3 (phase 6 portion)

This Offer of Cession of the real property as aforesaid, shall be irrevocable by Grantor, shall run with the land, and shall bind the heirs, successors and assigns of the party of Grantor.

This Offer of Cession shall become invalid, void and of no effect in the event that Grantor shall not satisfy conditions of final subdivision approval or fails to file the approved subdivision maps within the respective time requirements of Town Law § 276 pertaining to such matters.

The TOWN may accept actual dedication of the aforesaid public improvements and real property devoted hereto, by means of subsequent deeds or easements, after completion of the public improvements on said property and/or as each phase of the subdivision is filed with the County Clerk, rather than by exercise of acceptance of this Offer of Cession. Copies of proposed deeds and easements for each phase of the subdivision, which Grantor agrees to execute at any time within 30 days of a request in writing received by it from the TOWN, are attached hereto as Schedules "A" through Schedule "G".

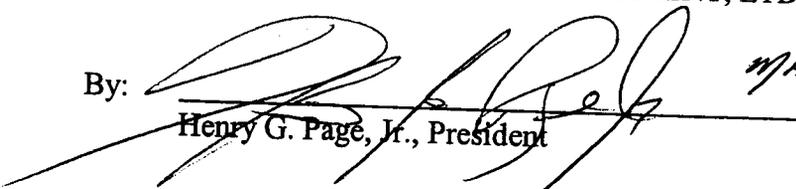
Future acceptance of this Offer of Cession shall bestow upon the TOWN title to the fee or easements described herein and the right to enter upon the subject real property for purposes of making, correcting, and maintaining any uncompleted public improvements required under the aforesaid subdivision approval.

In the event that Grantor, or any its heirs, successors or assigns attempts to bar entry by the TOWN, or persons acting through or under said municipality, the TOWN will be entitled to collect from such entity or person so barring entry any and all reasonable attorneys' fees and court costs necessary to enforce the TOWN's rights hereunder.

IN WITNESS WHEREOF, Grantor has duly executed this irrevocable Offer of Cession the day and year first above written.

HENRY G. PAGE, JR. DEVELOPMENT, LTD.

By:


Henry G. Page, Jr., President

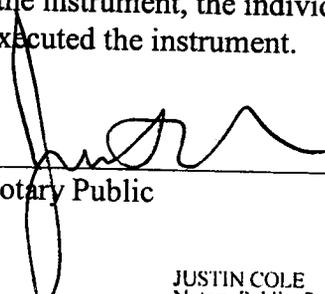
MAY 25, 2006

STATE OF NEW YORK)

: ss:

COUNTY OF DUTCHESS)

On the 25 day of May, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Henry G. Page, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JUSTIN COLE
Notary Public, State of New York
No. 02CO6105804
Qualified in Dutchess County
Commission Expires February 23, 2008

EXHIBIT 2

SCHEDULE C
Frank Farms Subdivision Phase 2
PARCEL C3
Conservation Easement #2 (phase 2 portion)

CONSERVATION EASEMENT

2010 3123

THIS CONSERVATION EASEMENT is made this ____ day of _____, 200__, by HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 ("Developer"), in favor of the TOWN OF LAGRANGE, a municipal corporation in Dutchess County, State of New York, having offices at Town Hall, 120 Stringham Road, LaGrangeville, NY 12540 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain property in the Town of LaGrange, Dutchess County, State of New York, consisting of approximately ____ acres, being a portion premises particularly described in a deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289, and which property is also known as "Frank Farms" a subdivision as shown on a subdivision map entitled "_____" prepared by _____ and last revised on _____, 2004, which subdivision ("the Project") received conditional final plat approval from the Town of LaGrange Planning Board on _____; and

WHEREAS, pursuant to the provisions of Section 240-32 of the Town Code of the Town of LaGrange, the Project, was developed as

a clustered open space subdivision which requires that a minimum area must be preserved as open space; and

WHEREAS, Section 240-32 of the Town Code of the Town of LaGrange requires that the open space land be preserved by perpetual conservation easement; and

WHEREAS, Grantee is a municipal corporation as defined in Section 2 of the General Municipal Law and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, and a "public body", as defined in ECL 49-0303(3), qualified under the NYS Environmental Conservation Law Article 49, Sections 49-0301 et seq, to accept a conservation easement; and

WHEREAS, Grantor intends, as owner of the Easement Area, hereinafter more particularly described in Exhibit "A" annexed hereto, to convey to Grantee the right to preserve and protect the conservation values of the Easement Area in perpetuity; and Grantee agrees, by accepting this grant, to honor the intentions of Grantor stated herein and preserve and protect in perpetuity the conservation values of the Easement Area.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant the laws of New York State and in particular ECL Article 49, Title 3, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the

Easement Area of the nature and character to the extent hereinafter set forth ("Easement").

1. Purpose It is the purpose of this Easement to protect the natural and open space condition of the Easement Area.

2. Rights of Grantee To accomplish the purpose of this easement, the following rights, but not obligations, are conveyed to Grantee and its authorized agents, by this Easement:

- (A) To preserve and protect the conservation values of the Easement Area as defined in Section 240-32 of the Zoning Law.
- (B) In accordance with ECL 49-0305(6), to enter upon the easement area at reasonable times in order to inspect the Easement Area to monitor Grantor's compliance with and otherwise assure compliance with the terms of this Easement, it being anticipated that the easement may be inspected at least once per year, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area; and
- (C) To prevent any activity on, or use of, the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by any inconsistent activity or use.

3. Prohibited Uses The following activities and uses are deemed inconsistent with the purposes of the Easement, and shall constitute acts or omissions by the Grantor or its

grantees, successors or assigns:

- (A) There shall be no industrial or commercial use of the land.
- (B) There shall be no further subdivision of the Easement Area.
- (C) No structures shall be placed on the open space land.
- (D) There shall be no alteration of natural wetland areas, except for drainage facilities approved by Grantee.

4. Reserved Rights Grantor reserves to itself, and to

its successors and assigns, all rights accruing from ownership of the Property, including the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to this easement; the right to engage in, or permit others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement; and including the unqualified right to exclude others from the land by all lawful means.

All rights, interests, and privileges of the Grantor in the Easement Area not specifically donated, granted, transferred and conveyed herein shall remain with the Grantor, its heirs, successors and assigns.

Specifically EXCEPTED and RESERVED from the grant of this easement are the rights and privileges described below, which are reserved to the Grantor, together with the right to grant the same or similar non-exclusive rights to others:

- (A) Agricultural, horticultural, managed forest land, equestrian, passive recreational and open space uses. This shall include, without limitation, the raising of agricultural and horticultural crops, boarding or maintenance of livestock and/or horses, horseback riding, passive recreational use such as private trail walking, nature viewing and similar activities, and educational activities relating to the above. The activities listed herein, including the sale of crops raised on the premises, shall not be deemed to be a "commercial" use of the property in violation of paragraph "3" above.

- (B) General maintenance of property, including pruning, cutting, planting, landscaping, and clearing of trees and other vegetative materials in accordance with generally accepted forest conservation practices.

5. Enforcement The Grantee may enforce this conservation easement against any owner and any person or party violating its terms, in law or equity pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law.

- A. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages, including recovery of reasonable attorneys fees, to which it may be entitled for violation of the terms of this Easement, which damages shall be applied to defray the cost of undertaking corrective action within the Easement Area, and to otherwise require the restoration of the Easement Area to the condition that existed prior to any such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative.
- B. Grantee's Discretion Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to

exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other term of this Easement of any of Grantee's rights under this Easement.

C. Acts Beyond Grantor's Control Nothing contained herein shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

6. Access No right of general access to any portion of the Easement Area is conveyed by this Easement.

7. Costs and Liabilities; Maintenance of Premises

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area. Grantor retains this obligation to pay taxes and shall pay taxes assessed and levied on the Easement Area, but this shall not be construed as impairing the rights of any party to challenge the assessment of property pursuant to law.

8. Amendment This Conservation Easement may be amended only with the written consent of Grantee and all of the owners of the Easement Area at the time of amendment. Any such amendment shall be consistent with the basic purpose of this Conservation Easement, and shall comply with Article 49, Title 3 of the Environmental Conservation Law, Section 170 of the Internal Revenue Code and all applicable regulations.

9. Assignment This Easement is transferable, but Grantee may only assign its rights and obligations under this

Easement to a qualified organization, at the time of the transfer, under Section 170(h) of the Internal Revenue Code of 1954, as

amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Article 49 of the New York State Environmental Law.

10. Extinguishment If circumstances arise such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, in accordance with the provisions of ECL 49-0307.

11. Subsequent Transfers Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, this Easement shall be deemed to run with the land.

12. Miscellaneous Matters.

(a) Nothing in this Easement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Easement. 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 Easement 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. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of ECL Article 49. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(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 carry out the provisions of this Conservation Easement, or which are necessary to qualify this instrument as a conservation easement under ECL Article 49, Title 3 or any regulations promulgated pursuant thereto.

(d) If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(e) This Easement, 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 Easement.

(f) Each party represents to the other party that it has the power and authority to execute, deliver and perform this Easement, that all actions necessary to authorize the execution, delivery and performance of this Easement have been duly taken, that it has duly executed and delivered this Easement and that this Easement is legal, valid and binding on it, and enforceable against it, in accordance with its terms.

(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 Easement, shall be deemed to have been delivered upon receipt or refusal of delivery, by first class mail, postage prepaid, to the following addresses:

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

If to Grantor:

Either party may change the address to which notice is to be sent by like notice.

(i) Grantee shall record this instrument in timely fashion in the office of the Dutchess County Clerk.

(j) A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(k) The terms of this Easement shall not be deemed to limit any of the rights of the Grantor established within Article 49, Title 3 of the Environmental Conservation Law, and to the extent that the rights afforded to the holder of a Conservation Easement by those statutory provisions are broader than the rights afforded to Grantee by this instrument, the Grantee shall be deemed to enjoy such broader statutory rights.

TOWN OF LAGRANGE

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By _____
Supervisor

By _____

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

On the ____ day of _____, 200_, before me, the undersigned, a notary public in and for said state, personally appeared George H. Wade, III, SUPERVISOR, TOWN OF LAGRANGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) 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)
) ss.:
COUNTY OF DUTCHESS)

On the ____ day of _____, 200_, 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(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

**LEGAL DESCRIPTION OF
 PHASE 2 - CONSERVATION EASEMENT 2
 FRANK FARMS
 MA # 203127.00
 8/13/04
 Revised 9/1/04
 Revised 1/20/05
 Revised 2/16/05**

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

BEGINNING at the northwesterly corner of Lot 62, as shown on a map entitled "Final Cluster Subdivision Plat for Frank Farms" as filed in the Dutchess County Clerk's Office as Map No. _____, thence southeasterly along the northerly line of Lot 62 the following two (2) courses:

1. South 43°24'37" East 322.01 feet,
2. South 42°11'40" East 62.70 feet,

to a point on the northerly line of Lot 62, thence southwesterly through Lots 62-70 the following six (6) courses:

1. South 21°17'05" West 302.07 feet,
2. South 18°54'46" West 111.78 feet,
3. South 16°32'26" West 111.78 feet,
4. South 14°10'06" West 111.78 feet,
5. South 11°50'21" West 110.55 feet,
6. South 11°00'42" West 313.62 feet,

to a point on the southerly line of Lot 70, thence southerly through Lots 71-80 along the following eight (8) courses:

1. South 14°51'41" West 329.63 feet,
2. South 02°45'06" West 131.42 feet,
3. South 04°58'37" East 131.42 feet,
4. South 12°42'20" East 131.42 feet,
5. South 20°26'04" East 131.42 feet,
6. South 28°09'47" East 131.42 feet,
7. South 35°53'30" East 131.42 feet,
8. South 43°37'26" East 131.55 feet,

to a point on the southeasterly line of Lot 80, thence northeasterly along the southeasterly line of Lot 80 North 42°30'28" East 200.00 feet, to a point on the southerly line of Ridgeline Drive, said point also being the easterlymost corner of Lot 80, thence running southeasterly along the southerly line of Ridgeline Drive along a curve to the left having a radius of 775.00' for a distance of 55.70 feet with a chord South 49°33'04" East 55.69 feet, to a point on the southerly line of Ridgeline Drive, said point being on the northeasterly line of future Lot 81, thence running westerly along the following seven (7)

courses:

1. South 24°21'48" West 30.89 feet,
2. North 51°02'23" West 51.25 feet,
3. South 42°18'25" West 74.61 feet,
4. South 42°19'50" West 201.00 feet
5. South 59°37'31" West 50.99 feet,
6. South 42°30'28" West 124.60 feet,
7. South 42°30'28" West 635.48 feet,

to a point said point being the southeasterly most corner of Lot 80, thence northerly along the following nine (9) courses:

1. North 34°33'05" West 115.11 feet,
2. North 34°23'15" West 244.78 feet,
3. North 33°53'59" West 323.43 feet,
4. North 37°51'50" West 173.69 feet,
5. North 35°13'26" West 183.69 feet,
6. North 34°10'15" West 528.05 feet,
7. North 34°33'37" West 166.68 feet,
8. North 34°08'20" West 130.39 feet,
9. North 37°12'23" East 52.84 feet,

to a point on the southeasterly line of Keith Drive, said point being on the northwesterly line of Lot 61, thence southeasterly South 34°16'38" East 531.73 feet, to a point on the southeasterly line of Lot 61, thence running northeasterly along the northwesterly lines of Lots 62-75 North 30°00'00" East 2293.36 feet, to the point or place of BEGINNING. Containing 48.44 acres of land, more or less.

EXHIBIT 3

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SCHEDULE C
Frank Farms Subdivision Phase 2
PARCEL C4
Conservation Easement#3 (phase 2 portion)

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 200__, by **HENRY G. PAGE, JR. DEVELOPMENT, LTD**, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 ("Developer"), in favor of the **TOWN OF LAGRANGE**, a municipal corporation in Dutchess County, State of New York, having offices at Town Hall, 120 Stringham Road, LaGrangeville, NY 12540 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of certain property in the Town of LaGrange, Dutchess County, State of New York, consisting of approximately ____ acres, being a portion premises particularly described in a deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289, and which property is also known as "Frank Farms" a subdivision as shown on a subdivision map entitled "_____" prepared by _____ and last revised on _____, 2004, which subdivision ("the Project") received conditional final plat approval from the Town of LaGrange Planning Board on _____; and

WHEREAS, pursuant to the provisions of Section 240-32 of the Town Code of the Town of LaGrange, the Project, was developed as

a clustered open space subdivision which requires that a minimum area must be preserved as open space; and

WHEREAS, Section 240-32 of the Town Code of the Town of LaGrange requires that the open space land be preserved by perpetual conservation easement; and

WHEREAS, Grantee is a municipal corporation as defined in Section 2 of the General Municipal Law and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, and a "public body", as defined in ECL 49-0303(3), qualified under the NYS Environmental Conservation Law Article 49, Sections 49-0301 et seq, to accept a conservation easement; and

WHEREAS, Grantor intends, as owner of the Easement Area, hereinafter more particularly described in Exhibit "A" annexed hereto, to convey to Grantee the right to preserve and protect the conservation values of the Easement Area in perpetuity; and Grantee agrees, by accepting this grant, to honor the intentions of Grantor stated herein and preserve and protect in perpetuity the conservation values of the Easement Area.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant the laws of New York State and in particular ECL Article 49, Title 3, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the

Easement Area of the nature and character to the extent hereinafter set forth ("Easement").

1. Purpose It is the purpose of this Easement to protect the natural and open space condition of the Easement Area.

2. Rights of Grantee To accomplish the purpose of this easement, the following rights, but not obligations, are conveyed to Grantee and its authorized agents, by this Easement:

- (A) To preserve and protect the conservation values of the Easement Area as defined in Section 240-32 of the Zoning Law.
- (B) In accordance with ECL 49-0305(6), to enter upon the easement area at reasonable times in order to inspect the Easement Area to monitor Grantor's compliance with and otherwise assure compliance with the terms of this Easement, it being anticipated that the easement may be inspected at least once per year, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area; and
- (C) To prevent any activity on, or use of, the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may have been damaged by any inconsistent activity or use.

3. Prohibited Uses The following activities and uses are deemed inconsistent with the purposes of the Easement, and shall constitute acts or omissions by the Grantor or its grantees, successors or assigns:

- (A) There shall be no industrial or commercial use of the land.
- (B) There shall be no further subdivision of the Easement Area.
- (C) No structures shall be placed on the open space land.
- (D) There shall be no alteration of natural wetland areas, except for drainage facilities approved by Grantee.

4. Reserved Rights Grantor reserves to itself, and to

its successors and assigns, all rights accruing from ownership of the Property, including the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to this easement; the right to engage in, or permit others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement; and including the unqualified right to exclude others from the land by all lawful means.

All rights, interests, and privileges of the Grantor in the Easement Area not specifically donated, granted, transferred and conveyed herein shall remain with the Grantor, its heirs, successors and assigns.

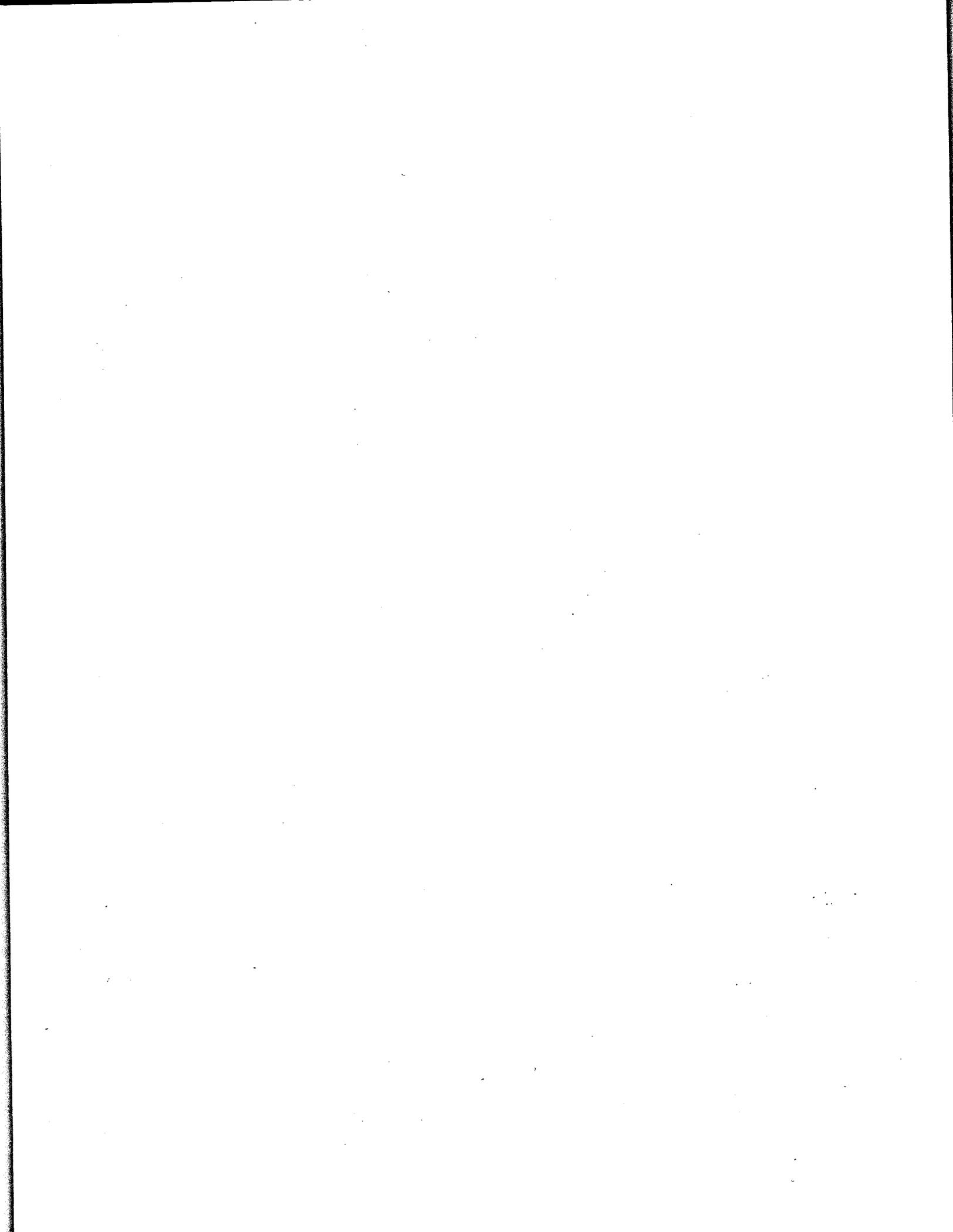
Specifically EXCEPTED and RESERVED from the grant of this easement are the rights and privileges described below, which are reserved to the Grantor, together with the right to grant the same or similar non-exclusive rights to others:

- (A) Agricultural, horticultural, managed forest land, equestrian, passive recreational and open space uses. This shall include, without limitation, the raising of agricultural and horticultural crops, boarding or maintenance of livestock and/or horses, horseback riding, passive recreational use such as private trail walking, nature viewing and similar activities, and educational activities relating to the above. The activities listed herein, including the sale of crops raised on the premises, shall not be deemed to be a "commercial" use of the property in violation of paragraph "3" above.

- (B) General maintenance of property, including pruning, cutting, planting, landscaping, and clearing of trees and other vegetative materials in accordance with generally accepted forest conservation practices.

5. Enforcement The Grantee may enforce this conservation easement against any owner and any person or party violating its terms, in law or equity pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law.

- A. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages, including recovery of reasonable attorneys fees, to which it may be entitled for violation of the terms of this Easement, which damages shall be applied to defray the cost of undertaking corrective action within the Easement Area, and to otherwise require the restoration of the Easement Area to the condition that existed prior to any such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative.
- B. Grantee's Discretion Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to



exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms or of any subsequent breach of the same or any other term of this Easement of any of Grantee's rights under this Easement.

C. Acts Beyond Grantor's Control Nothing contained herein shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

6. Access No right of general access to any portion of the Easement Area is conveyed by this Easement.

7. Costs and Liabilities; Maintenance of Premises

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area. Grantor retains this obligation to pay taxes and shall pay taxes assessed and levied on the Easement Area, but this shall not be construed as impairing the rights of any party to challenge the assessment of property pursuant to law.

8. Amendment This Conservation Easement may be amended only with the written consent of Grantee and all of the owners of the Easement Area at the time of amendment. Any such amendment shall be consistent with the basic purpose of this Conservation Easement, and shall comply with Article 49, Title 3 of the Environmental Conservation Law, Section 170 of the Internal Revenue Code and all applicable regulations.

9. Assignment This Easement is transferable, but Grantee may only assign its rights and obligations under this Easement to a qualified organization, at the time of the transfer, under Section 170(h) of the Internal Revenue Code of 1954, as

amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Article 49 of the New York State Environmental Law.

10. Extinguishment If circumstances arise such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, in accordance with the provisions of ECL 49-0307.

11. Subsequent Transfers Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way, this Easement shall be deemed to run with the land.

12. Miscellaneous Matters.

(a) Nothing in this Easement, express or implied, is intended to confer upon any third-party any rights or remedies under or by reason of this Easement. 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 Easement 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. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of ECL Article 49. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(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 carry out the provisions of this Conservation Easement, or which are necessary to qualify this instrument as a conservation easement under ECL Article 49, Title 3 or any regulations promulgated pursuant thereto.

(d) If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(e) This Easement, 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 Easement.

(f) Each party represents to the other party that it has the power and authority to execute, deliver and perform this Easement, that all actions necessary to authorize the execution, delivery and performance of this Easement have been duly taken, that it has duly executed and delivered this Easement and that this Easement is legal, valid and binding on it, and enforceable against it, in accordance with its terms.

(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 Easement, shall be deemed to have been delivered upon receipt or refusal of delivery, by first class mail, postage prepaid, to the following addresses:

If to the Town:

Supervisor
Town of LaGrange
120 Stringham Road
LaGrangeville, NY 12540

If to Grantor:

Either party may change the address to which notice is to be sent by like notice.

(i) Grantee shall record this instrument in timely fashion in the office of the Dutchess County Clerk.

(j) A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(k) The terms of this Easement shall not be deemed to limit any of the rights of the Grantor established within Article 49, Title 3 of the Environmental Conservation Law, and to the extent that the rights afforded to the holder of a Conservation Easement by those statutory provisions are broader than the rights afforded to Grantee by this instrument, the Grantee shall be deemed to enjoy such broader statutory rights.

TOWN OF LAGRANGE

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By _____
Supervisor

By _____

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

On the ____ day of _____, 200_, before me, the undersigned, a notary public in and for said state, personally appeared George H. Wade, III, SUPERVISOR, TOWN OF LAGRANGE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) 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)
) ss.:
COUNTY OF DUTCHESS)

On the ____ day of _____, 200_, 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(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

**LEGAL DESCRIPTION OF
 PHASE 2 - CONSERVATION EASEMENT 3
 FRANK FARMS
 MA # 203127.00
 8/13/04
 Revised 9/1/04
 Revised 12/3/04**

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

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point being the southwesterly corner of Lot 143 as shown on a map entitled "Final Cluster Subdivision Plat for Frank Farms" as filed in the Dutchess County Clerk's Office as Map No. ____; thence northwesterly along a curve to the right having a radius of 725.00' for a distance of 272.38 feet with a chord North 40°24'40" West 270.78 feet, to a point on the northerly line of Ridgeline Drive, thence northerly through Lots 144-157 the following ten (10) courses:

1. North 70°10'08" East 188.15 feet,
2. North 19°08'51" West 294.70 feet,
3. North 02°44'47" East 85.48 feet,
4. North 10°24'05" East 114.01 feet,
5. North 11°00'42" East 452.00 feet,
6. North 11°22'00" East 112.69 feet,
7. North 13°45'43" East 107.44 feet,
8. North 16°25'50" East 106.78 feet,
9. North 19°05'26" East 106.78 feet,
10. North 21°27'46" East 83.66 feet

to a point on the northeasterly line of Lot 157; thence southeasterly along the northeasterly lines of Lots 150-156 the following eight (8) courses:

1. South 42°46'07" East 202.07 feet,
2. South 43°39'30" East 167.48 feet,
3. South 37°06'44" East 37.93 feet,
4. South 43°54'11" East 166.12 feet,
5. South 43°26'29" East 53.68 feet,
6. South 40°17'06" East 40.56 feet,
7. South 43°08'10" East 300.39 feet,
8. South 40°57'57" East 354.89 feet,

to a point also being the easterlymost corner of Lot 150, thence southwesterly along the southeasterly lines of lots 148-150 along the following two (2) courses:

1. South 30°00'00" West 156.22 feet,
2. South 63°59'39" West 239.87 feet,

to a point being the southeasterly corner of Lot 148, thence northwesterly along the southerly line of Lot 148, North 78°59'18" West 335.25 feet, to a point on Lot 144, said point being the northeasterly corner of Lot 144, thence southwesterly along the southerly line of Lot 144, South 38°49'33" West

683.70 feet, to the point or place of BEGINNING. Containing 21.36 acres of land, more or less.

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 David E. Petrovits against the Town of LaGrange from 2007 through 2011 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

~~Nov~~ November 2011
- December 14, 2011

MOVED BY:

Councilman Pelhemus

SECONDED BY:

Councilman Joseph

AYES:

5

NAYES:

0

Christina O'Reilly - Rao
Town Clerk
December 14, 2011

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Dutchess, at 10 Market Street, Poughkeepsie, New York on the ____ day of _____, 2011.

PRESENT: Hon. James V. Brands, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X

In the Matter of the Application of
DAVID E. PETROVITS,

Petitioner,

- against -

CONSENT JUDGMENT

Index Nos.: 4826/2007
5579/2008
5765/2009

ASSESSOR FOR THE TOWN OF LAGRANGE,
THE BOARD OF ASSESSMENT REVIEW OF THE
TOWN OF LAGRANGE, THE TOWN OF LAGRANGE,
THE SUPERINTENDENT OF THE TOWN OF LAGRANGE
SCHOOL DISTRICT, and THE TOWN OF LAGRANGE
SCHOOL DISTRICT,

Respondents.

For a Review of a Tax Assessment Under Article 7
of the Real Property Tax Law for property of the
Petitioner located in the TOWN OF LAGRANGE.

-----X

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X

In the Matter of the Application of
DAVID E. PETROVITS,

Petitioner,

- against -

Index Nos.: 5611/2010
5050/2011

TOWN OF LAGRANGE, a Municipal
Corporation, its ASSESSOR and its
BOARD OF ASSESSMENT REVIEW,

Respondents.

For a Review of a Tax Assessment Under Article 7
of the Real Property Tax Law for property of the
Petitioner located in the TOWN OF LAGRANGE.

-----X

The above petitioner having heretofore served and filed Petitions and Notices to review the tax assessments fixed by the Town of LaGrange for the assessment rolls of 2007, 2008, 2009, 2010 and 2011, upon certain real property located in the Town of LaGrange, Dutchess County, New York, and designated as: 6361-03-044399-0000 on the Official Assessment Map of the Town of LaGrange, and

The petitioner having appeared by Corbally, Gartland & Rappleyea, LLP, Karen E. Hagstrom, Esq., and the respondents having appeared by Van DeWater & Van DeWater, LLP, Kyle W. Barnett, Esq., Attorneys for the Town of LaGrange, and the parties having made their settlement, it is hereby

ORDERED, that the assessments on the property referred to herein, be and the same are hereby reduced, corrected and fixed for the 2007, 2008, 2009, 2010 and 2011 assessment rolls as follows:

<u>Assessment Roll</u>	<u>Current Assessment</u>	<u>Reduced Assessment</u>	<u>Amount of Reduction</u>
2007	1,400,000	740,000	660,000
2008	1,400,000	795,000	605,000
2009	1,400,000	760,000	640,000
2010	1,159,200	700,000	459,200
2011	1,112,800	700,000	412,800

and 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 Dutchess County Commissioner of Finance or the Town of LaGrange for tax map No.: 6361-03-044399-0000, the amount of Town, Special District and any other ad valorem taxes paid by the petitioner as taxes against the said erroneous assessments in the excess of what the taxes would have been had the said assessments made in the aforesaid years been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provision herein to the contrary, 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, and it is further,

ORDERED AND DIRECTED, that the Commissioner of Finance of the County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner the amount of County taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been had the assessments been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order upon the Commissioner of Finance with notice of entry; and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Arlington Central School District for tax map No. 6361-03-044399-0000, the amount of School taxes, and Library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessments in

the excess of what the taxes would have been had the said assessments made in the aforesaid years been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provision herein to the contrary, 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, and it is further

ORDERED AND DIRECTED, that the Fire District or the Dutchess County Commissioner of Finance, County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid tax years had been as determined by this Order, with interest pursuant to § 726 of the Real Property Tax Law of the State of New York, from the date of payment, and it is further

ORDERED AND DIRECTED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest from the date the taxes indicated herein were paid, pursuant to Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Dutchess County Commissioner of Finance, Town of LaGrange, and/or any of the various taxing authorities, be made by check or draft payable to the order of Corbally, Gartland & Rappleyea, LLP, as attorneys for the petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to its attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement 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.

ENTER,

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

Signing and entry of the within
Order is hereby Consented to:

VAN DeWATER & VAN DeWATER, LLP

BY: _____

KYLE W. BARNETT, ESQ.
Attorneys for Respondents
85 Civic Center Plaza, Suite 101
Poughkeepsie, NY 12601
Telephone: (845) 452-5900

CORBALLY, GARTLAND & RAPPLEYEA, LLP

BY: _____


KAREN E. HAGSTROM, ESQ.
Attorneys for Petitioners
35 Market Street
Poughkeepsie, NY 12601
(845) 454-1110

KUNTZ, SPAGNUOLO & MURPHY, P.C.

BY: _____

MARIO L. SPAGNUOLO, ESQ.
Attorneys for School District
444 Old Post Road
Bedford Village, NY 10506
Telephone: (914) 234-6363

✓

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 Anthony Associates, LP against the Town of LaGrange for the 2007/08 through 2011/12 tax years 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
December 14, 2011

MOVED BY: Councilman Pellemus

SECONDED BY: Councilman Jessup

AYES: 5

NAYES: 0

Christine O'Reilly-Rao
Town Clerk
December 14, 2011

Anthony Associates, (Arthursburg A&P)-

Here are the proposed reductions for the above mentioned petitioner-

<u>Assessment Roll</u>	<u>Orig. Assessment</u>	<u>Reduced Assessment</u>	<u>Reduction</u>	<u>Refund</u>
2007	\$11 mil	\$8.7 mil	\$2.3 mil	\$3,588
2008	\$11 mil	\$9.07 mil	\$1.93mil	\$3,512
2009	\$11 mil	\$8.390 mil	\$2.6 mil	\$5,324
2010	\$10.12 mil	\$8.145 mil	\$1.975 mil	\$4,562
2011*	\$9.715 mil	\$7.75mil	\$1.965 mil	\$4,560

Total estimated Town refund-

\$21,546

*2011 estimated refund based on projected mill rate not yet approved by Dutchess County.



TOWN OF LAGRANGE
120 Stringham Road
LaGrangeville, New York 12540-5507

Planning Office
845-452-8562 ~ 845-452-7692 fax ~

MEMO TO: Jon J. Wagner, Supervisor
Town Board Members

MEMO FROM: Alan Bell, Planning Board Chairman

RE: Proposed Town Local Law number 7

DATE : October 24, 2011

The Planning Board has reviewed the subject proposed law and offers the following comments for your consideration:

1. No Page numbers
2. C.(2) add "and maintained" to the landscaping and walls
3. C.(6)(a) assumes any business that has a "menu board or order station" may have a drive through. This one does not appear to limit the use. There for a Deli, fast food restaurant, any restaurant, beverage barn, etc as long as items available for purchase are on the board may have a drive through.
4. C.(6)(b) assumes only a bank or financial institution can have drive throughs.
5. C.(6)(c) assumes only Pharmacies are permitted to have drive throughs.
6. If any of the above three are not intended that wordage needs to be changed. Also a schedule of permitted usage should be included.

Dutchess County Department of Planning and Development	To <u>T/LAGRANGE</u>	Date <u>10/17/11</u> # pgs <u>1</u>
	Co./Dept. <u>TOWN BOARD</u>	From <u>J. CLARKE</u>
	Fax #	Phone # <u>486 3600</u>

Zoning Referral

Municipality: Town of LaGrange

Referring Agency: Town Board

Tax Parcel Number(s): -----

Project Name: LL: Drive-Through Service Facilities

Applicant: Town Board

Address of Property: -----

Type of Action:

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

Jurisdictional Determinant:

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

Date Response Requested (if less than 30 days): Oct. 26th, 2011

If subject of a previous referral, please note County referral number(s): 11-355

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

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

Comments Attached:

- Local Concern with Comments *SEE COMMENTS IN PREVIOUS REFERRAL 11-355*
- Conditional
- Denial
- Incomplete — municipality must resubmit to County
- Incomplete with Comments — municipality must resubmit to County

Date of Submittal: <u>10/13</u>	Notes:	<input type="checkbox"/> Major Project <input type="checkbox"/> Archive <input type="checkbox"/> Discard after 2 yrs <input type="checkbox"/> Discard after 7 yrs
Date Submittal Received: <u>10/14</u>		
Date Report Requested: <u>10/26</u>		
Date Report Required: <u>11/10</u>		
Date of Transmittal	Referral #: <u>11-381</u>	
faxed: <u>10/17/11</u> mailed:	Reviewer: <u>JOHN CLARKE</u>	

Dutchess County Department of Planning and Development

To: T/LA GRANGE	Date: 10/7	# pgs: 2
Co./Dept: TOWN BOARD	From: J. CLARKE	
Fax #:	Phone #: 486 3600	

Zoning Referral

Municipality: Town of LaGrange

Referring Agency: Town Board

Tax Parcel Number(s): -----

Project Name: LL: Drive-Through Service Facilities

Applicant: Town Board

Address of Property: -----

Type of Action:

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

Jurisdictional Determinant:

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

Date Response Requested (if less than 30 days): Oct. 12th

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

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

<p>No Comments:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Matter of Local Concern <input type="checkbox"/> No Jurisdiction <input type="checkbox"/> No Authority <input type="checkbox"/> Project Withdrawn 	<p>Comments Attached:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Local Concern with Comments <input type="checkbox"/> Conditional <input type="checkbox"/> Denial <input type="checkbox"/> Incomplete — <i>municipality must resubmit to County</i> <input type="checkbox"/> Incomplete with Comments — <i>municipality must resubmit to County</i>
--	---

Date of Submittal: 9/29	Notes:	<input type="checkbox"/> Archive <input type="checkbox"/> Major Project <input type="checkbox"/> Discard after 2 yrs <input type="checkbox"/> Discard after 7 yrs
Date Submittal Received: 9/30		
Date Report Requested: 10/12		
Date Report Required: 10/28		
Date of Transmittal faxed: 10/7/11 mailed:	Referral #: 11-355	Reviewer: J. CLARKE



Dutchess

October 7, 2011

To: Town Board, Town of LaGrange
 Re: **Referral 11-355, Local Law on Drive-Through Service Facilities**

The Dutchess County Department of Planning & Development has reviewed the subject referral within the framework of General Municipal Law (Article 12B, Sections 239-l and 239-m). After considering the proposed action in the context of countywide and intermunicipal factors, the Department finds that the Board's decision involves a matter of some concern and offers the following comments.

ACTION

The proposed amendment creates a process of special permit review for drive-through facilities as an accessory to commercial uses in the TC-B, C1, C2, and H districts.

COMMENTS

The Board may want to further clarify the language so that drive-through service facility "windows or aisles shall not be permitted in any front yard, between the principal building and front lot line, or in any required side or rear setbacks." Also, the Board should consider stating a preference for rear yard drive-through windows and aisles, since it is very difficult to completely screen side yard facilities from the public street, especially in the Town Center with its short setbacks.

Finally, since ATM area lighting is required to be so bright, the lighting section should require downward focused and shielded fixtures that avoid any glare on driving aisles, public streets and sidewalks, or beyond the property lines.

RECOMMENDATION

The Department recommends that the Board rely upon its own study of the facts in this case with due consideration of the above comments.

Kealy Salomon, Commissioner
 Dutchess County Department of Planning and Development

By


 John Clarke
 Development and Design Coordinator

**Dutchess County
 Department of
 Planning and
 Development**

William R. Steinhaus
 County Executive

Kealy Salomon
 Commissioner

Eoin Wrafter
 Assistant Commissioner

27 High Street
 Poughkeepsie
 New York
 12601
 (845) 486-3600
 Fax (845) 486-3610

