

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

**TOWN BOARD MEETING  
July 23, 2014**

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

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

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

The regular meeting of the Town Board was held on Wednesday, July 23, 2014, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Mr. Bell asked for a motion to accept the minutes for July 9, 2014. Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

**Correspondence**

A list of channel changes for Cablevision will be on file in the Clerk's office for one week.

**Agenda**

The Town received one bid for the Transfer Station. Councilman Dyal moved to set the Public Hearing for August 13, 2014, seconded by Councilman Luna. The motion carried unanimously. (SEE ADDENDUM)

**Resolution:** Supplemental Sewer Agreement for 165 Overlook Road, LLC (SEE ADDENDUM)  
Mr. Blass noted that the original document had been signed, but was lacking the exhibits. This document also has a slight correction referring back to the recoding date of the original agreement.

Supervisor Bell stated that most of the computers in Town Hall had to be replaced due to age. He asked for a motion to declare the old computer as surplus at no value. Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Supervisor Bell asked for a motion to return the application fee of \$540.00 to Dutcher Precision Corp. Ms. Livigni stated that the applicant no longer wished to hook into the Manchester Water District. Councilman Dyal moved to return the fee, seconded by Councilman Jessup. The motion carried unanimously.

Supervisor Bell stated that the Board will hold a Special Meeting on August 6, 2014 at 7:00pm. The meeting is being held in order to set the Public Hearing date for some Zoning Amendments.

Councilman Jessup moved to grant permission to New York Triathlon to hold a race at Freedom Park to benefit Grace Smith House on September 6, 2014. Councilman Dyal seconded the motion and it carried unanimously.

Councilman Polhemus moved to approve the Highway Superintendent's request to go out to bid for liquefied petroleum gas propane for the contract period of October 1, 2014 through September 30, 2015. Councilman Polhemus seconded the motion and it carried unanimously.

Resolution of Adoption: Local Law 3-2014 South Cross Road Stop Signs (SEE ADDENDUM)

### **Committee Reports**

#### **Water and Sewer**

No report

#### **Recreation**

No report

#### **Open Space**

Councilman Jessup stated that the plaque for the Jon Wagner Memorial will be delivered on Friday morning. The bench will be delivered sometime in early August.

#### **Highway**

No report

#### **Business Economic Development**

No report

#### **Town Attorney**

No comment

#### **Public Comment**

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

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

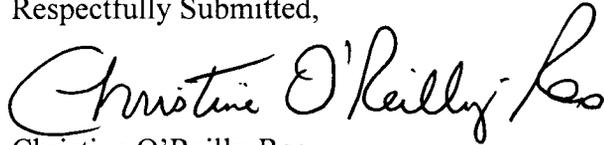
#### **Town Board Discussion**

No comments

Councilman Luna moved to adjourn the meeting to Executive Session at 7:19 pm to discuss the Overlook Sports Association Football League Contract. Councilman Luna seconded the motion and it carried unanimously.

Councilman Luna moved to adjourn at 7:52 pm, seconded by Councilman Dyal. The motion was carried by all.

Respectfully Submitted,



Christine O'Reilly-Rao  
Town Clerk

#### **ADDENDUM**

- **Resolution:** Public Hearing Transfer Station
- **Resolution:** Supplemental Sewer Agreement 165 Overlook Road, LLC.
- **Resolution:** Local Law 3-2014 South Cross Road Stop Signs

## RESOLUTION

Councilman Dyal, offered the following resolution, which was seconded by Councilman Luna.

WHEREAS, the Town of LaGrange has advertised, pursuant to New York General Municipal Law, for the submission of bids for the operation of the Trash and Recycling Center located at 130 Stringham Road in the Town of LaGrange, New York and the Town received a sole bid from Panichi Holding Corp. d/b/a Royal Carting Service Co.; and

WHEREAS, pursuant to Town Law Section 64(7), a public hearing is required before the Town Board may enter into a Franchise Agreement based upon the bid received; and

RESOLVED, that a public hearing be held in relation to the proposed franchise agreement identified within the form of public hearing notice, hereinafter provided, at which hearing parties of interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, 120 Stringham Road, LaGrangeville, New York, on August 13, 2014, at 7 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of LaGrange, by the Town Clerk, at least ten (10) days before such hearing and that notice shall be in the following form:

**NOTICE OF PUBLIC HEARING**

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on August 13, 2014 at 7 o'clock, p. m., regarding a proposed franchise to be granted for the operation of the transfer station located at 130 Stringham Road.

TAKE FURTHER NOTICE, that copies of the aforesaid proposed franchise agreement will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days, except Tuesdays when the hours are between 8:00 a.m. and 3:30 p.m., between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED:       LaGrangeville, New York  
              July 23, 2014

\_\_\_\_\_  
CHRISTINE O'REILLY-RAO,  
TOWN CLERK

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

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

DATED: LaGrangeville, New York  
July 23, 2014

  
CHRISTINE O'REILLY-RAO  
TOWN CLERK

## FRANCHISE LICENSE AGREEMENT

BETWEEN THE TOWN OF LAGRANGE AND  
ROYAL CARTING SERVICE CO.

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of LaGrange, a municipal corporation, having its principal office and place of business at 120 Stringham Road, LaGrangeville, New York, 12540 (the "Town") and Panichi Holding Corp. d/b/a Royal Carting Service Co., a New York corporation with an address of PO Box 1209, Hopewell, Junction, New York 1253-1209 (the "Operator").

### WITNESSETH:

WHEREAS, the Town of LaGrange duly advertised, pursuant to New York General Municipal Law, for the submission of bids for the operation of the Trash and Recycling Center located at 130 Stringham Road in the Town of LaGrange, New York; and

WHEREAS, after receipt and review of all submitted bids, the Town of LaGrange Town Board, by resolution on \_\_\_\_\_, 2014, awarded the bid to the Operator, as the sole compliant bidder, subject to the execution of the Franchise Agreement provided herein;

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

1. The Town hereby grants to Operator, and Operator hereby accepts from the Town, an exclusive, revocable license to use a portion of the Town's property located at 130 Stringham Road (hereinafter the "Licensed Premises") for the purpose of operating and maintaining a Transfer Station for the Town of LaGrange residents.
2. A local troop of the Boy Scouts of America (hereinafter the "Boy Scouts") currently collects newspapers at the Licensed Premises and separately arranges for the hauling of those collected newspapers. The Operator hereby expressly acknowledges that this franchise agreement shall not interfere with the current activity of the Boy Scouts, and agrees that all rights granted under this Franchise Agreement are subject to the continued operation of the aforesaid activity by the Boy Scouts at the Licensed Premises. However, nothing in this paragraph shall be read or interpreted to preclude the Operator and the Boy Scouts from entering into an arrangement, suitable to both the Boy Scouts and the Operator, whereby the Operator will haul the newspapers for the Boy Scouts.
3. This Agreement shall be for a period of two (2) years commencing on August 14, 2014, and ending on August 13, 2016, provided, however, that the Town may terminate the Agreement by delivery (by mail or by personal service) to Operator (at the address stated hereinabove) of a notice of the Town's intention to terminate the

exclusive, revocable license sixty (60) days after the delivery of said notice. At the expiration of said sixty (60) day period or on August 13, 2016, whichever occurs earlier, a) the exclusive, revocable license shall terminate, and b) the Operator shall, at its own cost and expense, immediately remove all of its equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, except for normal wear and tear.

4. The licensed premises shall be used, occupied, operated, maintained and repaired, so as to be in compliance with all applicable United States of America, New York State, County of Dutchess, and Town of LaGrange, statutes, ordinances, local laws, codes, rules and regulations.

5. The Town represents that: (a) the transfer station is registered with the New York State Department of Environmental Conservation (DEC); (b) the registration has a duration at least co-terminus with the two year term of this license agreement; and (c) the facility will be turned over to Operator free of violations and in a condition that is in compliance with the aforesaid registration and with DEC regulations.

6. Operator shall provide to the Town payment in the form of a fee for use of the property in the total amount of Two Hundred and 00/100 Dollars United States currency (\$200.00); said fee to cover the period of the contract term. In exchange for this fee, the Operator shall operate a franchise agreement by issuance of a license from the Town to operate a transfer station on the Town's property for the benefit of LaGrange residents in accordance with the price specifications submitted by Operator pursuant to a competitive bid. The prices are attached hereto as "Exhibit A- Schedule of Bid Values" and incorporated herein.

7. The prices set forth in "Exhibit A - Schedule of Bid Values" are fixed and may not be increased during the two-year period that this contract is in effect without being subject to competitive bidding requirements set forth in GML § 103.

8. Operator shall have this contract to operate a transfer station on Stringham Road, LaGrangeville, New York and shall include the following terms and conditions:

- a) Operator shall furnish all roll-off containers for recycling and trash at the Town recycling center sufficient enough to accommodate receipt and disposal of residential household waste, co-mingled recyclables, newspapers, office paper, and cardboard.
- b) Operator shall be responsible for any repairs and maintenance necessary to keep the compactor currently located at the transfer station in good and efficient working order.
- c) Operator shall provide the following to the Town at no charge:

- (i) One (1) 3-cubic yard container (with lids) at the Town Highway Garage to be serviced one time per week; and
- (ii) One (1) 2-cubic yard container (with lids) at the Town Hall to be serviced one time per week.

The containers are being provided by Operator to the Town for the disposal of trash, waste, recyclables, metal and bulk waste generated by Town employees in the course of their employment with the Town. The occasional, de minimis placing of garbage which is not generated within the course of one's employment with the Town, while not authorized by this license, will not be considered a violation by the Town of this clause.

- d) The hours of operation shall be:  
January 1 – December 31: Every Saturday from 7:00 a.m. to 2:00 p.m.  
May 1 – September 31: Every Wednesday from 4:00 p.m. to 7:00 p.m.
- e) Operator shall provide sufficient staff at the recycling center to meet heavy demands and assist residents with trash disposal if needed.
- f) All bins shall be covered when not in use and shall prevent trash from blowing around the facility. All household trash shall be removed from the site no later than the following Monday by close of business.
- g) The small shed at the recycling center is owned by the Town of LaGrange and may be used by the Operator's employees. The Operator shall provide these employees a petty cash account available to them in order to make change for the residents when bringing their trash.
- h) Operator will be provided access to the lock to the facility. The gate is to be opened promptly on days of trash disposal and shall be secured at all times that the facility is not in operation.
- i) No empty roll-off containers, beyond the number sufficient to accommodate receiving and disposing of residential household waste, metal and bulk waste, co-mingled recyclables, newspapers, office paper and cardboard, shall be stored at the Transfer Station site.

- j) The Operator shall post a sign, at its own expense, with the current price schedule, said sign shall be of professional quality and shall be made of durable, weatherproof material and shall be legible.
- k) There shall be no price increases during the two-year period that the Franchise is in effect without being subject to the competitive bidding requirements set forth in GML §103.
- l) The Operator shall schedule one day per year as a day when each LaGrange household can come to the transfer station and dispose of bulk waste materials (the "Bulk-Drop-Off Day"). This day has historically been held in the Fall.

The Operator shall provide labor and vehicles as necessary. The Town will be charged on a time and material basis as follows:

Time: \$117.50 per hour for one driver and use of one refuse Vehicle;

Disposal: \$80.00 per ton for disposal.

The Operator projects the use of four drivers and four vehicles and shall provide multiple containers as needed. Each driver/vehicle component shall be charged at the rate of \$117.50 per hour.

The Town shall issue vouchers and collect the fees for the vouchers from Town residents who intend to dispose of waste on the Bulk-Drop-Off Day. The Town shall provide a representative for the entire collection period during the Bulk-Drop-Off Day to verify and collect all vouchers from Town residents. The Operator shall have no responsibility to verify and/or collect any vouchers from the Town residents.

- m) The Operator shall be responsible for paying the electric bill to the transfer station, located at 130 Stringham Road, up to a maximum amount of Fifty and 00/100 (\$50.00) dollars per month.

9. Operator shall take out and maintain during the terms of this Agreement such public liability and property damage insurance, naming the Town as an additional insured, that shall protect the Town from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows:

- a) Comprehensive General Liability Insurance naming the Town of LaGrange as an additional insured at a combined single limit of at least \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. Said insurance shall be occurrence based.
- b) Comprehensive Automobile Liability Insurance, including all owned, non-owned and hired vehicles in the amount of \$1,000,000.00 each occurrence combined single limit.
- c) Umbrella Policy providing at least \$3,000,000.00 excess coverage naming the Town of LaGrange as an additional insured. Said insurance shall be occurrence based.
- d) Certificates of Insurance: a) will provide the Town, as an additional insured, with thirty (30) days written notice of cancellation or material change; b) will be maintained for the duration of the contract held with the Town; c) will indicate the Transfer Station site; d) are to be submitted, approved and available to the Town prior to commencement of work.
- e) Proper Certificates of Insurance shall be submitted to:
 

Town Supervisor	and	Town Clerk
Town Hall		Town Hall
120 Stringham Road		120 Stringham Road
LaGrangeville, NY 12540		LaGrangeville, NY 12540
- f) The insurance company providing coverage must be licensed in the State of New York and rated at least "A-" by Best's Key Rating Guide.

10. Operator agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise directly or indirectly, from the negligence, acts, or omissions of Operator, its owners, principals, agents, or employees.

11. Operator agrees that it will defend, indemnify, and hold harmless the Town from any and all suits, claims, actions or causes of action of every name and description brought against the Town for or on account of any death, injuries or damage received or sustained by any party or parties by or from the negligence of Operator, its owners, principals, agents, or employees and arising from Operator's use of this license Agreement. The Town agrees that the Town will defend, indemnify, and hold harmless the Operator from any and all suits, claims, actions or causes of action of every name and description brought against the Operator for or on account of any death, injuries or

damages received or sustained by any party or parties by or from the negligence of the Town or any of the Town's officers, agents or employees and arising during the Operator's use of this license Agreement.

12. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

13. This exclusive, revocable license granted herein is not a conveyance of real property; nor is it intended to grant or convey to Operator the exclusive use of the land on which the Transfer Station is located. The license is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others.

14. This exclusive, revocable license is granted subject to the following rights which the Town hereby reserves: a) to use and enjoy the lands within the boundaries of the property in any manner that does not unreasonably interfere with the rights herein granted to the Operator; b) to grant and convey easements and rights-of-way to others over, across, under, and through the lands within the boundaries.

15. Operator shall, at its own cost and expense, clean the licensed premises, if needed, after use by Operator and shall make any and all necessary repairs for damages it causes.

16. The provisions of Paragraphs 10 and 11 of this Agreement shall survive any termination of the exclusive, revocable license of this Agreement.

17. The Operator shall not assign this Agreement, or its right, title or interest herein without the express consent of the Town of LaGrange.

18. The Operator shall carry out the terms of this contract and shall not engage sub-contractors to perform its obligations under this Agreement.

19. This Agreement shall be construed in accordance with the law of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

20. The parties understand that the Supreme Court, Dutchess County, New York, shall have exclusive jurisdiction of any disputes arising from this Agreement and that all disputes shall be tried before the Court without a jury.

**[INTENTIONALLY LEFT BLANK]**

TOWN OF LAGRANGE

By: \_\_\_\_\_  
Alan Bell, Supervisor

PANICHI HOLDING CORP. d/b/a  
ROYAL CARTING SERVICE CO.

By: \_\_\_\_\_  
Emil Panichi, President

STATE OF NEW YORK, COUNTY OF DUTCHESS , ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Alan Bell, 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, COUNTY OF DUTCHESS , ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Emil Panichi, 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

### Schedule of Bid Values \*

Each bidder is to submit this form with their Bid Proposal, indicating the breakdown of the costs imposed upon LaGrange residents for the disposal of all trash and recyclables.

Household Garbage	Price per bag:	Tires:	
Kitchen bags (approx. 10-15 gal)	\$ 2.50	Passenger Car Tires up to 15"	\$ 7.00 off/\$8.00 on
Trash bags (approx. 30-35 gal)	\$ 4.00	Tires 16" to 18"	\$14.00 off/\$8.00 on
Drum Liners/Commercial Bags (approx. 50-55 gal)	\$ 5.00	Tires over 18"	\$ 45.00
Leaves	\$ 9.00 cu. yd.		
Brush (Clippings, Twigs, Logs 6" max. dia.)	\$ 16.00 cu. yd.		
Recyclables	\$ 1.00/bag		

Bulk Waste:			
Carload	\$ 25.00	Minivans (w/o seat)	\$ 60.00
6' Pickup Truck	\$ 70.00	Minivans (w/seat)	\$ 45.00
8' Pickup Truck	\$ 80.00	Station Wagons	\$ 40.00
Up to 1 Ton Vans	\$ 80.00	SUVs (w/o seat)	\$ 60.00
Sml. Dump Truck	\$ 90.00	SUVs (w/seat)	\$ 45.00
Lg. Dump Truck	\$ 120.00	Lg. SUV (w/o seat)	\$ 80.00
		Lg. SUV (w/seat)	\$ 68.00
Beach Chairs	\$ 2.00	Bath Tubs	\$ 10.00
Bed frames	\$ 3.00	Sink/Vanity	\$ 10.00
Bicycles	\$ 5.00	Toilet/Tank	\$ 6.00
Box springs, Mattresses EA.	\$ 10.00	Lamps	\$ 2.00
Chairs, Desks, Dressers	\$ 10.00	Lawn Mower, Snow Blower	\$ 10.00
Chairs (Plastic Stackable)	\$ 2.00	Lawn Tractor, Snowmobile	\$ 25.00
Computer Keyboard	\$ 3.00	Mufflers	\$ 3.00
Computer	\$ 6.00	Propane Tanks	\$ 3.00
Computer Monitor	\$ 20.00	TVs	\$ 10.00
Fans	\$ 3.00	VCR/DVD	\$ 3.00
Sofa & Love Seats EA.	\$ 20.00	Grills	\$ 15.00
Sofa Bed	\$ 40.00		
Appliances/Whitegoods:			
Air Cond/De-Humidifier	\$20.00	Microwave/Stove	\$ 15.00
Boiler, Furnace	\$40.00	Refrigerator/Freezer	\$ 20.00
Dishwasher, Dryer, Washer	\$15.00	Toaster/Toaster Oven	\$ 2.00/\$4.00
Hot Water Heaters	\$15.00	Vacuum	\$ 3.00
Water Softener Tank (empty)	\$10.00		
Humidifier	\$ 5.00		

\* See Addendum for Schedule of Bid Values for Clean Up Day

5  
**Exhibit A**

**RESOLUTION**

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

WHEREAS, the TOWN OF LAGRANGE ("Town"), WILLIAM R. LEWIS and LINDA J. LEWIS ("Lewis"), and 165 OVERLOOK ROAD, LLC ("165 Overlook") entered into Sewer Agreement dated April 19, 2006 and recorded on May 24, 2006 in the Dutchess County Clerk's Office as Document No. 02-2006-4146 (hereafter the "Original Sewer Agreement"); and

WHEREAS, the parties wish to enter into a Supplemental Sewer Agreement ("SSA") for the purpose of modifying and superseding certain designated provisions of the Original Sewer Agreement which are inconsistent with the terms of the SSA; and

WHEREAS, a copy of the proposed SSA is annexed hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves, and authorizes the Supervisor to execute the proposed SSA between Town, Lewis and 165 Overlook, or any other agreement having substantially the same or similar provisions.

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

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

DATED: LaGrangeville, New York  
July 23, 2014

  
CHRISTINE O'REILLY-RAO, TOWN CLERK

Exhibit "A"

Supplemental Sewer Agreement

SUPPLEMENTAL SEWER AGREEMENT

SUPPLEMENTAL AGREEMENT made this \_\_ day of July, 2014 by and between the TOWN OF LAGRANGE, a municipal corporation organized under the laws of this state with offices at 120 Stringham Road, LaGrangeville, New York 12540 (hereinafter the "Town") (on behalf of itself and on behalf of the Town's Titusville Sewer District ("District"), and WILLIAM R. LEWIS and LINDA J. LEWIS ("Lewis"), individuals having an address at 165 Overlook Road, Poughkeepsie, New York 12603, and 165 OVERLOOK ROAD, LLC ("165 Overlook"), a limited liability company organized under the laws of this state with offices c/o Levine & Levine, P.C., 2 Jefferson Plaza, Suite 100, Poughkeepsie, New York 12601, hereinafter collectively referred to as "Owner".

WHEREAS, the parties entered into an earlier Sewer Agreement dated April 19, 2006 and recorded on May 24, 2006 in the Dutchess County Clerk's Office as Document No. 02-2006-4146 (hereafter the "Original Sewer Agreement"); and

WHEREAS, the parties enter into this Supplemental Original Sewer Agreement ("SSA") for the purpose of modifying and superseding certain designated provisions of the Original Sewer Agreement which are inconsistent with the terms of this SSA; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Town and Owner agree as follows as and for this SSA:

1. Paragraph "3" of the Original Sewer Agreement is replaced and

superceded in its entirety by the following supplemental Paragraph "3":

"3. The Town shall exercise best efforts to establish, by petition of the property owners annexed to this Supplemental Sewer Agreement as Exhibit "A", a Future Sewer Administration Entity in the form of an Overlook Place Sewer District which shall cover the Real Property exclusively, and which shall take the form and which shall have purposes as set forth within a Map, Plan and Report annexed to this Supplemental Sewer Agreement as Exhibit "B". At no cost to the Town, the Titusville Sewer District or the Overlook Place Sewer District, the Owner shall design and construct certain private wastewater collection improvements and related appurtenances, to be approved in advance by the Town and inspected at Owner's expense by the Town during construction, including a gravity collection line meeting the general specifications set forth within Exhibit "C" to this Supplemental Sewer Agreement for purposes of conveying wastewater from the Real Property to a point of connection to the facilities of the Titusville Sewer District in a manner to be approved in advance by the Town. The wastewater collection improvements shall be installed at locations approved in advance by the Town, which locations shall include along the right of way of Mapleview Road in the Town of LaGrange. Owner shall be responsible for all town

professional consultant costs incurred, and as they are incurred, to establish the Overlook Place Sewer District, and to review, approve and inspect the wastewater collection improvements identified in this paragraph.

Owner shall contribute the sum of \$42,934.00 to the Town's open space preservation fund payable at the time of the issuance of public debt authorized by the establishment of Overlook Place Sewer District."

2. The last sentence of Paragraph "8" of the Original Sewer Agreement is replaced and superceded by the following:

"The Overlook Place Sewer District to be established by the Town shall be entitled to take over at no cost ownership, operation and maintenance of (a) the Collection System, provided Owner is able to provide to the Town suitable utility easements and clear title to any easements and of the fixtures associated with the Collection System and (b) the wastewater collection improvements connecting the Real Property to the facilities of the Titusville Sewer District as identified within new Paragraph "3" established by this Supplemental Sewer Agreement.

3. This Supplemental Agreement shall be binding on the heirs,

successors and assigns of the parties hereto, it shall run with the land, and a memorandum of this Agreement or this Agreement shall be recorded in and indexed to the Real Property in the Dutchess County Clerk's Office.

4. This constitutes the full and complete supplemental sewer agreement between the parties, and this SSA may not be modified except in writing signed by all parties hereto.

TOWN OF LAGRANGE and  
TITUSVILLE SEWER DISTRICT

By: \_\_\_\_\_  
Alan Bell, Supervisor

\_\_\_\_\_  
WILLIAM R. LEWIS

\_\_\_\_\_  
LINDA J. LEWIS

165 OVERLOOK ROAD, LLC

By: \_\_\_\_\_  
Name: Robert S. Levine  
Title: Member

**[ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE]**