

REGULAR MEETING, TOWN OF MOUNT HOPE, JUNE 16, 2014

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The **regular meeting** of the Town Board of the Town of Mount Hope was held at Town Hall on **June 16, 2014** at 7:30pm with the following present: Supervisor Chad Volpe, Councilman Matt Howell, Councilman Gary Ketcham, Councilwoman Janet Sutherland, Councilman Dominick Cambareri and Town Clerk Kathleen A. Myers.

OFFICIALS PRESENT: Chief P. Rickard, D. Hassenmayer- H'way Supt., Town Atty. D. Bavoso.

Supervisor Volpe called the regular meeting to order at 7:30PM, following the Pledge of Allegiance. He asked for everyone to silence their cell phones.

RESOLUTION TO APPROVE PRIOR MINUTES:

MOTION offered by Councilman Cambareri seconded by Councilman Ketcham to approve the minutes from the June 2, 2014 meeting as presented. All in favor – Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

CORRESPONDENCE:

1. Gradall quotes from Highway Supt.
2. Block Party request Hidden Valley: Volpe/Andryshak families
3. Pool building roof quotes
4. Dog fencing quotes
5. Court - Surplus request
6. Supervisor's report May 2014
7. OC Legislature Public Hearing notice June 18, 2014 6pm
8. Hidden Valley Water Co. 2013 Annual Drinking Water report
9. Budget modification – Supervisor's office
10. Budget modification – Police dept.
11. Stucco quotes
12. Proof of Insurance from M. Hosking
13. Municipal resolution – Urban County
14. Round-up information from J. Cook
15. Letter from Mike Hosking requesting to plant corn on park land

COMMITTEE REPORTS:

POLICE DEPARTMENT by Chief Rickard:

Chief Rickard reported that firearms training was cancelled due to rain but will resume tomorrow. Taser recertification is complete for the year. He received a request to hire and sponsor Brian Corcoran as a police officer to the police academy. Academy starts 1st week in September. He would reimburse us the cost of the academy and the associated cost mainly the ammunition; and he would do field training with us. We've done this numerous times between Orange & Ulster academies. He asked permission for overnight travel to a conference for records management in Saratoga; Sept. 15-17 for Chief and one other person. Total cost \$324. The company pays for the food and the cost of the conference. He spoke re: budget modification. He spoke re: concerns for shift coverage regarding overnight coverage. There will be scattered overnight shifts over the summer.

HIGHWAY DEPARTMENT by Supt. Hassenmayer:

Supt. Hassenmayer explained he was at highway school for the last meeting. He received an award for 5 years attendance. He spoke of the surplus equipment on the auction site. All 3 items brought more money than expected; need to accept those bids tonight. Tenco 13' dump body brought \$3400, the used brush chipper brought \$6800 and the bucket truck brought \$5500. He received 3 bids for the dog park fence. Ketcham Fencing was the low bidder on prevailing wage. He spoke with Charles and the price is still good since the quote was from August. Metropolitan Stucco was the lowest bidder for the stucco; he is aware of the concern that he was so low compared to other bidders. He is the owner/operator he will come do the work. He checked with NY & NJ Better Business Bureau – there are no complaints against him. There is a website and he is insured. Original brickface was done by Garden State Brickface. This guy used to work for them.

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HIGHWAY DEPARTMENT continued:

On way back from highway school he detoured to where the Gradall unit dealer is. He looked at 2 almost identical units. They are 1996's; they are same size as what we have but different model number. They are very clean, no rust. One has 2600 miles. It's got 1400 hours on front motor and 3900 on the digging motor. New bucket, new cutting edge. He sent 2 guys up to take a look. They found 3 minor things; an air leak, glass leak and an exhaust leak. The seller has agreed to fix all those things. The other one had a little more hours, quite a few more on the digging motor. It is an all wheel drive unit. We've never taken them off road anyway. He also included current ones that are on-line for sale. The price ranges from \$52,000-\$69,000. The one the guys liked was \$60,000. There's enough money in the equipment budget line to make that purchase without touching any reserve. This is something we need. It's something we've needed for a couple years now. The one we have is dead in the water. You probably ought to declare that surplus because it's unusable anyway. Supervisor Volpe: would the selling of these other pieces of equipment off set this? Supt. Hassenmayer: Yes, they can go back in that budget. There's over \$15,000 worth of stuff we've sold. The Gradall we have is probably worth \$5,000 in scrap. I thought this dump body was \$1,000 and wound up getting \$3,400 for it. The auction seems to be the way to sell things nowadays. Councilwoman Sutherland: you said the wood chipper went for \$6,800? Supt. Hassenmayer: \$6,800 was the high bid. The bidding closed Friday night at 6:00. It was online for 2 weeks. Right away it went up to about \$3,000 and stayed there until the last day and then that's when they take off and people wait. Friday night the bidding went crazy on all of them. Councilwoman Sutherland: Did I misunderstand that at some point that the wood chipper is broken and in previous reports I thought you had said it was useless and broken and if that's the case how did we get so much? Supt. Hassenmayer: never said it was broken. I said it was wore out. Rusted. It was out of safety. It's the owner's responsibility to keep them up. Councilwoman Sutherland: so how do we sell something like that if it's not safe? Supervisor Volpe: probably not selling it to another municipality. Supt. Hassenmayer: do you want to throw away \$6,800 and then scrap it for \$300? Councilwoman Sutherland: no, I don't think that's what I said. For years you've been saying it's dangerous for our men and we should replace it and I am surprised we can get so much money for something that's so dangerous. Supt. Hassenmayer: that's why we started using this auction site. Councilwoman Sutherland: Then as far as the Gradall, you're saying they go for between \$52,000 & \$69,000? What is it if you rent it per year? Supt. Hassenmayer: I don't know of any place around here to rent. There's a local dealer, Hoffman Equipment, they don't even have anything in stock. They did 2 years ago. They had one. Councilwoman Sutherland: I just recall that it would have been a lot cheaper for the town to rent that piece of equipment; because we use it so infrequently than to make this kind of purchase. Gary, do you recall anything like that? Supt. Hassenmayer: we haven't done any ditching in 2 years because we haven't had anything to ditch with so if we get a Gradall, I can guarantee you we are gonna use it for 2 months straight this year. Councilwoman Sutherland: what would it cost thought if we rented one? Supt. Hassenmayer: I don't know. Councilwoman Sutherland: can we look into renting a Gradall? I just remember it was so much cheaper than spending this kind of money to buy one. Councilman Cambareri: outside of the plow trucks, what's the most important piece of equipment you have in the yard? Supt. Hassenmayer: the loader to load them then the Gradall to ditch. Councilman Cambareri: how many years did you have the one that we have previously? Supt. Hassenmayer: close to 20 years. It's a 1971 I think. Councilwoman Sutherland: I'm just asking that we look into the cost of renting a Gradall. Councilman Cambareri: Are we gonna lose this if we put it off any longer? Supt. Hassenmayer: we could – I don't know. Councilwoman Sutherland: since you talked about it maybe a year or so ago, I can go back into my own notes, it shouldn't be that hard to figure out maybe it would be. Gary – do you remember what it would have been? Councilman Ketcham: no I don't. Supt. Hassenmayer: I think you're confusing the Gradall with the excavator Janet because I wanted to buy an excavator on tracks because they're much less expensive than a Gradall. A new Gradall runs about \$360,000.00. You're thinking of an excavator. Excavators you can rent locally. Councilwoman Sutherland: I thought it was a loader but I can go back and look in my notes. I could be wrong.

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SUMMER RECREATION:

Trustee Loeven: gearing up for summer recreation. The 30th is the day that counselors will all get things set up and do all the training. Camp starts on the 1st. We hired 16 counselors. 14 of them are returning and Janet, Lisa and I did interviews a couple days ago and hired 2 more. Lisa met with both the new counselors today. They signed their salary agreements. Tomorrow morning congratulation letters will go out. Letters of thanks will go out to those not selected. Before the 30th – you will have the final contract to look over with the draft budget in it. She is having computer issues; most affected is her outgoing email.

VILLAGE OF OTISVILLE:

Trustee Loeven spoke re: Village newsletter. It is put out every 4 months for village residents. Just general topics about village but certainly some carries over to the town. She is coordinating it. She would be willing to send a PDF version for the board to view – if interested. Supervisor Volpe: did you have a workshop meeting? Trustee Loeven: yes, one thing if our board wanted to continue discussing a joint fire district possibility with you and unanimously it was decided yes. If Brian hasn't called you yet, I know he will be. Supervisor Volpe: he has. I just wanted it known publicly. So we'll set up a date to have another joint meeting.

HIDDEN VALLEY: No report.

MOUNT HOPE FIRE:

Chief Doty reported everything is going good. The other night we had the state troopers at a medical call but they were there the same time I was so there was no delay. That was at 1:00 in the morning for a domestic. Tomorrow morning a few of our guys are going out for a special detail to bring that soldier home to West Point to be buried. He was killed in Afghanistan. We were requested to present Honor Guard with Greenville over one of the 84 over passes. We are sending about 10 guys.

OLD SCHOOL:

Frank Ketcham: we've had 3 committee meetings. We have 16 members on our board. We've had a # of people missing each time. It's hard to get 16 people together each time. The committee has begun to formulate 3 different options that we are looking at with the school. One is revitalization of building, sale of the building and demolition of building. These are broken into sub-committees. We had a local contractor look at the roof of the gym. We are waiting on a quote. We have plans to have a community get together to clean the building and grounds apparently it won't be before the next open house. Supervisor Volpe: has one letter that never got approved – kind of hit the threshold of having enough board members. If there are no objections, would like to add him (Mr. Furman) to the list. Councilwoman Sutherland: asked to be added to the email list.

RESOLUTION AUTHORIZING MOUNT HOPE TO ENTER INTO AN AMENDMENT TO THE EXISTING COOPERATION AGREEMENT DATED JULY 8, 1993 AS AMENDED WITH THE COUNTY OF ORANGE:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the RESOLUTION AUTHORIZING MOUNT HOPE TO ENTER INTO AN AMENDMENT TO THE EXISTING COOPERATION AGREEMENT DATED JULY 8, 1993 AS AMENDED WITH THE COUNTY OF ORANGE – see complete resolution at end of these minutes. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

STUCCO ESTIMATES:

Supervisor Volpe thanked Dean for looking into this. This has been tabled the last 3 meetings. He would like for this to get approved tonight.

RESOLUTION TO ACCEPT LOWEST BID FOR STUCCO:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the bid from Metropolitan Stucco in the amount of \$15,400 to re-do the brickface on the front of our building. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

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LICENSE AGREEMENT TO FARM A PORTION OF PARK LAND:

Councilman Howell: the past few meetings we've been discussing entering a license agreement to allow 4 acres of parkland on Finchville to be used for a farming application. We had 1 letter of request from Michael Hosking. He spoke with him last week and provided to the board the details of our conversation. More descriptive to his request of interest for a license agreement. Mr. Hosking plans to plant corn for consumption of his cattle that is not intended for human consumption. His methods would be conventional tillage, plowing or disking the soil. He would plant his corn with fertilizer upon maturing of the crop and allowable weather conditions. He would have a timely harvest. He would have Crop Production Svcs. of Pine Island apply a one time application of Round-Up to protect the corn from invasive weeds. The company is a professional professionally trained and certified company to apply the Round-Up. The nominal fee he would pay for the duration of the year is \$40.00. Supervisor Volpe (to Atty. Bavoso): this still remains parkland which means it's not closed off to the public. Atty. Bavoso: in New York has what's called a public trust option. What that means is when something is dedicated as parkland it has to be open and accessible to the public. Built into any license agreement that would be for any portion of the parkland would have to be an understanding that the possession of the property is not exclusive meaning that they understand that people would be able to venture upon the property and also there would have to be some sort of parkland aspect of the use which in this scenario the thought is that the use of this particular 4 acres would actually improve the condition of that particular piece of the parkland. Even if the individual using it entering into the licensing agreement did not want to use it beyond this year then there needs to be some sort of improvement that he would be leaving behind after this usage. Supervisor Volpe: Dean, being on the parks committee, what's your – what do we usually do there? Highway Supt.: we have not done anything on this piece of land or we have nothing in the plans to be done on this piece of land. Supervisor Volpe: how far away from the dog park is this? Highway Supt.: from the dog park fencing, it's probably gonna be 200' – I'm guessing. Chief Rickard: for our knowledge – anybody can walk through that and it would not be trespassing? Atty. Bavoso: that's correct. If he entered into the license agreement, he would have to have that understanding. The only thing we've ever done on that piece of property is put up snow fence in the winter. We get a lot of drifting there. Supervisor Volpe: we're not obligated for more than one season? Atty. Bavoso: no. The license agreement as distinguished from a lease can give smaller periods of time and also doesn't require the same legal procedure as far as ejecting an individual from it. In the event this license agreement is entered into on a month to month basis and the individual violates the license, then they have to leave whatever improvements they made to the property and they have to leave the property or else the town could take steps to have them arrested or take any other legal measures to protect itself. Councilwoman Sutherland: did Mr. Hosking do a letter or is there a process? Councilman Howell: he submitted a letter to Kathleen. Did you get a copy? Councilwoman Sutherland: yes I did, thank you. Councilman Howell: and I sent the email about what was discussed in a phone conversation. He also submitted and I gave to Kathleen a proof of insurance. We have proof he is covered. If entered into the license agreement – he would add that parcel to the policy. Atty. Bavoso: with the town named as an additional insured. Councilman Cambareri: according to this agreement, it is revocable at any time, correct? Atty. Bavoso: that's correct. Councilwoman Sutherland: I do have some concerns with the Round-up. I hear what you're saying. But, Mr. Cook was kind enough to give us information and I have concerns. Councilman Howell: I looked through a lot of that and a lot of it – doesn't say specifically that the people named in the studies were I'm guessing intake through food. Mr. Hosking stipulated that this is not for human consumption. I understand where the research comes from but I don't quite see how they intersect because it's not like you're gonna get the corn to boil and eat at home. Councilman Cambareri: the EPA has approved it for use as a herbicide. The US Dept. of Agric. has approved it as use for herbicide. And NYS DEC has approved it. You don't need a license to buy it. Councilman Ketcham: I haven't heard anything from anybody, inspectors, who've (inaudible). All I can say is what if something comes up halfway through the season and we have to take the property back, are we able to do that? Supervisor Volpe: David said absolutely. Atty. Bavoso: basically, the individual would be entering the agreement at his own risk. Supervisor Volpe: he said people may complain about corn growing at their park. Councilman Ketcham: I don't know of any other park in Orange County that has corn growing on it. Supervisor Volpe: we will table this while you are reading this.

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RESOLUTION TO APPROVE POLICE BUDGET MODIFICATION:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the following budget modification:

Increase A1520 and increase A3120.1 Police P/S by \$2,040.00. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO APPROVE SUPERVISOR BUDGET MODIFICATION:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the following budget modification:

Increase D9050.8 unemployment and decrease D5140.1 Misc. Brush/Weeds P/S by \$2,550.00. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO SURPLUS EQUIPMENT IN THE COURT OFFICE:

MOTION offered by Councilman Cambareri seconded by Councilman Ketcham to surplus clerk desk (held up by a brick) and dispose of same and surplus an additional desk to storage (possibly the police department could use it) from the court clerk's office. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO APPROVE THE SUPERVISOR'S REPORT:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the Supervisor's report for May 2014 as presented. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO APPROVE FENCING QUOTE FOR DOG PARK:

MOTION offered by Councilman Howell seconded by Councilman Cambareri to approve the bid from Ketcham Fencing for the fencing for the dog park in the amount of \$8,500.00. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

Supervisor Volpe: I spoke with everybody on the board about another grant we are going for – for the pool building. The grant was actually due today. Spoke with all the board members last week and I need to have it recorded that we did contract with KC Engineering to prepare all the reports necessary to go after a grant that was due today that was for \$5,500.00.

RESOLUTION TO MOVE FORWARD WITH GRANT FOR POOL BUILDING:

MOTION offered by Councilman Ketcham seconded by Councilman Howell to approve the billing for KC Engineering. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

ORANGE COUNTY BLOCK GRANT:

Supervisor Volpe: just to bring everybody up to speed – I also, Julie and Dean met me on Thursday. The Orange County Grant Block committee came and met us at the pool building. There was about 10 people. They looked at our vision for that building. It's part of the process. Everything seemed to go pretty well. Don't know how quickly they'll get back to us. Everything went well.

ROOF REPLACEMENT AT POOL BUILDING:

Supervisor Volpe: We have the 3 prices in for the roof on the pool building which is going to be the 1st step in re-doing that building. 100% of the roof is going to be paid from the grant we got from John Bonacic. Prevailing wages we have 3 quotes in. They all came in Thursday. I would like to have the motion to approve with the stipulation that as soon as we get the grant money, which could be as soon as July 1, that we already have approval so I can let the particular roofing place know and we can get the process going. Based on this, we have one for \$35,000, one for \$29,900 and one for \$27,882. I want the \$100,000 to go pretty far, I recommend the \$27,882.

RESOLUTION TO ACCEPT LOW BID FOR ROOF REPLACEMENT AT POOL BUILDING:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to approve the Supervisor to sign contract with James Rhein LLC for roof replacement at the pool building for \$27,882. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

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BLOCK PARTY REQUEST:

Mrs. Adryshak and Volpe families are asking for permission to block off a section of Briarwood Drive on June 29 from 2-8 pm so that the families can have safe access between the 2 houses while we have a joint graduation party for our daughters. They spoke with the 1 family it would impact the most & they are fine with it. And, they are requesting the use of barriers from the highway department so we can have it clearly marked. This does not prevent anyone from coming in or going out of Hidden Valley. Supervisor Volpe will not vote on this as he is involved in this. Police, highway nor police have issue with this.

RESOLUTION TO APPROVE BLOCK PARTY/ROAD CLOSING REQUEST:

MOTION offered by Councilman Cambareri seconded by Councilwoman Sutherland to approve the road closing on Briarwood Drive in Hidden Valley on June 29th from 2-8pm. All in favor: Howell, Ketcham, Sutherland, Cambareri; carried. ABSTAINED – Volpe.

Per Supervisor Volpe: Keeping everyone in the loop, he received a visit from Jack Stack. He is interested in the parkland they once gave us next to Devan's Gate to take it back to put affordable housing. That's as far as conversation went. Just keeping the board informed.

GRADALL:

Supervisor Volpe: Dean, can you get us prices on what it would cost to rent a Gradall? And then next meeting we will just vote. Supt. Hassenmayer: it's going to be a 3 hour trip to transport it, actually it's 3 hours in a pickup; it's probably gonna be better of a 5 hour trip and a Gradall. Supervisor Volpe asked about delivery. Supt. Hassenmayer: nobody around (inaudible). Supervisor Volpe asked for this within the week so the board has a week to look and vote next time.

RESOLUTION TO SPONSOR BRIAN CORCORAN TO POLICE ACADEMY:

MOTION offered by Councilwoman Sutherland seconded by Councilman Ketcham to hire Brian Corcoran as a non-competitive police officer and to sponsor him at the Orange County police academy with all costs to be incurred by him, effective Sept. 2nd. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION FOR POLICE CHIEF TO ATTEND RECORDS MANAGEMENT TRAINING:

MOTION offered by Councilwoman Sutherland seconded by Councilman Ketcham to authorize the Police Chief, Paul Rickard and another officer to attend Records Management Training from September 15th through 17th, 2014 in Saratoga. Total cost to be \$324. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO APPROVE AUCTION EQUIPMENT SALES:

MOTION offered by Councilman Howell seconded by Councilman Cambareri to approve the sale of the 3 surplus pieces of equipment: Tenco 13' dump body \$3400, used brush chipper \$6800 and bucket truck \$5500. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION FOR LICENSE AGREEMENT TO FARM A PORTION OF THE LAND AT THE TOWN PARK:

MOTION offered by Councilman Cambareri seconded by Councilman Howell to allow Supervisor Volpe to sign the license agreement between the Town of Mount Hope and Mike Hosking, subject to attorney review. All in favor: Howell, Volpe, Cambareri. Opposed: Ketcham, Sutherland. Carried.

RESOLUTION TO AUDIT THE CLAIMS:

MOTION offered by Councilman Cambareri seconded by Councilman Ketcham to approve the following bills:

GENERAL A:	#335-364	\$ 53,383.54
GENERAL B:	#49-54	\$ 12,257.78
HIGHWAY:	#82-96	\$ 85,445.61
SEWER:	#54-57	\$ 1,273.55

All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

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PUBLIC PARTICIPATION:

L. Fairweather: asked Supt. Hassenmayer: is dog park being separated. Supt. Hassenmayer: no. L. Fairweather: you have to. Supt.: no you don't. L. Fairweather: yes you do. We talked about it. Supt.: the dog parks I visited in the counties, they're not separated. They are one open area. The dog park is not a place to go to let your dogs run loose. You have to stay there with it. The owner should refrain their dog. L. Fairweather: we talked about this at the park meeting. Supt.: yup. I went and evaluated other dog parks in the county and they are 4' high fences and not separated. L. Fairweather: when is next park meeting? Supt.: for little Town of Mount Hope, we're not, how much do you want to spend on a dog park fence? L. Fairweather: it's not a lot but you still need to be safe. When you get a dog bite, what are you gonna do? Councilwoman Sutherland: which dog parks were looked at? Supt.: Town of Montgomery and Orange County's. Councilwoman Sutherland: are they separated there? (inaudible) Supervisor Volpe: we all looked at these fencings, should we look at something else? Should there be something with a divider? Councilwoman Sutherland: I thought that was discussed at over time. Supervisor: none of these estimates have a divider in it. Supt.: no all those estimates are all the same. Supervisor Volpe: some of these are really old. Like middle of last year. Supt.: I made calls and they all stood by their prices. Supervisor: I'm saying – this is the 1st I am hearing of a division. Back in August you got prices on one thing. Supt.: we had a parks committee meeting and Linda brought it up that it should be super high fence because dogs can jump over a 4' fence. And that it should be a separate dog park for big dogs and little dogs. Councilwoman S.: Thomas Bull has the smaller dog area and bigger dog area? Supt.: I don't believe so. Councilwoman S.: yes they do, My neighbor brings her labs there, maybe it's not Thomas Bull but there's one out there That absolutely has a division. What was discussed at the park meeting? Supt.: Linda was only committee member that felt it should be divided. Nobody else felt we need to spend excess money to.. L. Fairweather: that was a private discussion between you and me not the whole committee. And I figured that you were, since you're the head of it, you would bring it up. I didn't even see a copy of the plan. Supt.: plan has been out since last fall; last August is when the plan was drawn up. L. Fairweather: the water thing was supposed to be handicap accessible. How is that going to happen? Are you going to build it up? Supt.: the boy scout that built the project- the project was originally drawn with 3 steps. We revised it to one step. We can ramp it if we have to. It's not a finished project. L. Fairweather: when is next park meeting? Supt.: tough to get everybody together now that summer is coming.

L. Fairweather: I thought you were supposed to advertise for the parkland to be rented or leased out – I never saw anything in the paper. Atty. Bavoso: 1st it doesn't meet that level under the criteria for the procurement policy. 2nd it's not actually work that's being done for the town. It's work by one individual on a piece of property and we had discussed at a couple meetings that anyone interested in that particular piece of property for that use simply had to contact the town in order to express their interest. At this point, we had one person. L. Fairweather: how is that (inaudible) for the whole town? There's only a few people in here. Atty. Bavoso: anybody in the town is perfectly permitted to see a copy of any minutes from the town clerk's office. L. Fairweather: I understand that. How do you expect anyone to know? Atty. Bavoso: They could come to a meeting or they could go to the clerk's office. E. Fairweather: without public advertisement, I think you are short-sighted. Your board was elected on open transparency. This obviously is not open nor transparent. This was done in a private meeting. I disagree completely. It should have been advertised. Your highway superintendent just told you how much money you made selling surplus equipment. If you look at the parkland as a piece of surplus, looking to improve it, if it went to an auction process or an open bidding process, you might have made a substantial amount of money on it. Right now you are willing to give it away for \$40. You want \$100? I'll give you \$100 right now. R. Vreeland: there ain't anybody in America would rent that field. Mike's gotta be nuts to get involved with this. E. Fairweather: that's not the point. It was not publicly advertised. My comments were to the board.

L. Fairweather: where are you going to park at the pool building? Supervisor Volpe: We're not quite there yet. There will be parking. L. Fairweather: we've already been through this with the last person that was going to put a fitness thing there. And if you're wasting the money on that, why aren't you putting it into the school? Supervisor Volpe: the grant wasn't for the school. It was for the pool building. I don't think it's a waste of money.

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PUBLIC PARTICIPATION CONTINUED:

R. Vreeland: I think the dog park is a waste of money. If you have a dog and you live in Mount Hope, you gotta have a place to walk your dog. About Dean's Gradall, because I put 10 years in at the county, they have 2 Gradall's. They use both Gradall's every day/5 days a week. I would say they're the county's most important piece of equipment. I don't know any place in America where you can rent a Gradall. Or how you would get it in a moment's notice. If you have an ice situation and you have to bring a Gradall from 4 hours up north, you got a bigger problem. That's a steal of a price. It's amazing to squabble over something like that and put \$8,500 in a fence for a dog park in a town that's supposed to be rural/agricultural. That Gradall is extremely important.

P. Higby: what is the master plan for the pool building? Supervisor Volpe: it's going to get re-done. Hopefully, going to be a joint youth and senior fitness on one side and a youth center on the other side. P. Higby: 1st step is to replace the roof? I went through there about 15 years ago with Dave Budd. It's a laminated timber column structure roof structure. My recollection was a number of the bases of the main columns were rotting off. Councilman Cambareri: that's part of the repairs. P. Higby: it says in the scope of work to repairs the bases of the columns? Councilman Cambareri: that's one of the things the engineering firm looked at. That's one of the things I suggested to be done right out. P. Higby: to me it's been there for many years and it's never seemed to have a draw for youth. Councilman Cambareri: nobody has ever tried since it was a pool. Supervisor Volpe: I don't think anybody could have tried when we took 2 dumpsters worth of stuff outta there; you couldn't even have walked in there. P. Higby: Like I said it's been 15 years since I have been through there. The plans then was to fill in the pool and the cost of doing that was astronomical. Fixing column bases is part of fixing the roof. Councilman Cambareri: that's the next phase. Doing the roof was 1st. Then it would be repairing the columns and filling in the sides. They haven't drawn it all out yet. That's all part of the plan. P. Higby: There was foundation problems with that from what I recall. Councilman Cambareri: the foundation, where? P. Higby: on the uphill side of the pool. Councilman Cambareri: the foundations are columns also, right? P. Higby: I believe so, yes. Councilman Cambareri: they didn't find anything wrong with the columns. They looked at the piers. They looked everything over. They did say the columns did need to be worked on. P. Higby asked about scope of work pricing. Councilman Cambareri: It has readability of grants. It's an asset to the town. The 1st step is to protect and save. The next steps will be how we perform our uses for it. Long range is for a youth center. Will be done in phases as we can get money to do it with. P. Higby: has KC Engineering come up with a total estimated cost? Councilman Cambareri: working on it now. P. Higby: is it costing the town or coming from the grants we get? Councilman Cambareri: being done both ways. That was 1 of the grants approved for the \$5,000. P. Higby: I was at a meeting that it was the understanding that KC was employed with the condition that they were paid out of the grant proceeds they got. Councilman Cambareri: that's the way it works with some of them. This one, we hired another person to write the grant outside of KC - they hired a grant writer. SO this is to pay the grant writer. The reason we did this is because he has a 95% approval rate. When he looks at it he decides whether or not it's worth our effort to apply for it.

J. Cook: with the leasing of the 4 acres, the EPA is doing a registration review of the ingredients in round-up. All the rules are gonna change. Personal opinion is round-up is gonna go the way DDT went. This is a 1 year agreement. Next year I want make sure it's on the agenda and I want to make sure it's up to date on everything the EPA has to say. I would also like for the public to know more than the people are in this room.

L. Garcia: asked for update on 7Peaks. Atty. Bavoso: T/O Mamakating is working very closely with the developer. Brief summary of the project 730 acres with 49 houses. 234 acres along the ridge donated to the North American Trust which can never be sold to develop. So they'd diverting off the 234 acres basically for land conservation. There's a NY/NJ trail conference that will be installing & managing a trail with a 600' easement along that ridge. The 3 houses being set back so that there'd be no impact on the view shed. The conference center dropped along with 13 other lots. Additionally they were gonna do 13 additional houses and a conference center. They've since dropped that from the plans. SO it's just now those houses. 1 acre limit to clearing the forest per house. For each lot there is a max they can clear forest from. Right now, they are working on stormwater and water resource studies to make sure everything is up to snuff. Under existing zoning they could have applied for 600 houses but instead they're going with 49. Low density project with new zoning and any project they submit will be with low density.

REGULAR MEETING, TOWN OF MOUNT HOPE, JUNE 16, 2014
www.townofmounthope.org

PUBLIC PARTICIPATION CONTINUED:

P. Higby: he was under the impression that at one of the previous meetings that a couple members of the town council were going to meet and address the MH fire company as far as joint district. Was supposed to happen on the 9th. Councilman Cambareri: Mount Hope or Otisville on the 9th? P. Higby: Mount Hope on 9th. Councilman Cambareri: (to John Doty): John, what was the latest? You were asked for a date? Lou and you were gonna get back to us? J. Doty: I was told you were supposed to be at our last meeting. Councilman Cambareri: we were supposed to be at your meeting? J. Doty: that's what I was told. Supervisor Volpe: when is your next one John? J. Doty: July 8th at senior center.

D. Loeven: asked Janet: have you talked to Dean about bringing the equipment over on the 30th. Usually the highway guys get the stuff out of... Councilwoman Sutherland: I spoke to the fire department. I wasn't sure if you were gonna have the town do it or the village. D. Loeven: the town has always done it because it is stored in the town. To Dean: is that a problem at all? Dean: June 30th? No problem. Chief Rickard: Diane, so you know, last year the village came and took the stuff out of our basement. D. Loeven: that's new to me. Chief: they actually returned it to us, too. D. Loeven: The dog park – obviously cost is a consideration – if it becomes a safety concern for people, a possibility could be alternate days ie: odd days big dogs, even days little dogs. Last thing: she spoke of Community Advisory Board. There are vacancies. They meet quarterly. Get in touch with her if interested.

R. Vreeland: to Chad: have you heard anything more on the referendum vote for fire district? J. Kowalczyk: August 12 from 6-9pm. Most people would like to see from 4-9.

BOARD COMMENTS:

Councilwoman Sutherland: asked about the mow schedule for the school. Highway Supt.: we've been mowing as fast as we can. Last week we mowed in the rain to keep up. Another summer helper starting tomorrow so school should get done this week. Councilwoman Sutherland: they are starting practices over there tomorrow. Is there a schedule? Highway Supt.: trying to do everything 1X/week now. It's growing that fast.

RESOLUTION TO ENTER INTO EXECUTIVE SESSION:

MOTION offered by Councilwoman Sutherland seconded by Councilman Ketcham to enter into executive session at 8:46pm to discuss personnel. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO RECONVENE REGULAR MEETING:

MOTION offered by Councilwoman Sutherland seconded by Councilman Ketcham to reconvene regular meeting at 9:15PM from executive session. NO ACTION WAS TAKEN AT THIS EXECUTIVE SESSION. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

RESOLUTION TO ADJOURN MEETING:

MOTION offered by Councilwoman Sutherland seconded by Councilman Howell to adjourn the meeting at 9:15pm. All in favor: Howell, Ketcham, Volpe, Sutherland, Cambareri; carried.

The next meeting is scheduled for July 7, 2014 at 7:30pm.

Respectfully submitted,

Kathleen A. Myers
Town Clerk

MUNICIPAL RESOLUTION - URBAN COUNTY TOWN OF MOUNT HOPE

RESOLUTION AUTHORIZING THE **TOWN OF MOUNT HOPE** ENTER INTO AN AMENDMENT TO THE EXISTING COOPERATION AGREEMENT DATED JULY 8, 1993, AS AMENDED, WITH THE COUNTY OF ORANGE FOR THE PURPOSE OF UNDERTAKING COMMUNITY DEVELOPMENT AND HOME PROGRAMS FOR THE PROGRAM YEAR COMMENCING **FEDERAL FISCAL YEARS 2015, 2016, 2017** (AND FOR SUCCESSIVE THREE YEAR QUALIFICATION PERIODS AS PROVIDED FOR IN THE AUTOMATIC RENEWAL PROVISION) PURSUANT TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED AND TITLE II OF THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED.

WHEREAS, the Secretary of the U.S. Department of Housing and Urban Development ("HUD") authorized, under Title 1 of the Housing and Community Development Act of 1974, as amended and Title II of the National Affordable Housing Act of 1990, as amended to make grants to states and other units of general local government to help finance Community Development and Affordable Housing Programs; and

WHEREAS, it is desirable and in the public interest that the **Town of Mount Hope** participate in aforesaid Community Development and HOME Programs for the program year commencing **Federal Fiscal Years 2015, 2016, 2017**, (and successive three year qualification period); and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept and expend funds made available by the Federal government either directly or through the state, pursuant to the provisions of any Federal Law which is not inconsistent with the statutes or constitution of this state, in order to administer, conduct or participate with the Federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, applications for grants to finance Community Development and Affordable Housing Programs under the Housing and Community Development Act of 1974, as amended and the National Affordable Housing Act of 1990, as amended and any "eligible Activities" thereunder are not inconsistent with the statutes or constitution of this state; and

WHEREAS, **TOWN** shall take all actions necessary to assure compliance with the COUNTY'S certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The COUNTY and the **TOWN** shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. Furthermore, the COUNTY and the **TOWN** shall comply with all other applicable New York State and Federal laws and regulations.

In addition, CDBG funding of activities in, or in support of, **TOWN** is prohibited if the **TOWN** does not affirmatively further fair housing within its own jurisdiction or the **TOWN** impedes COUNTY'S actions to comply with the COUNTY'S fair housing certification. **TOWN** shall indemnify, defend and hold harmless COUNTY from any non-compliance with affirmatively furthering fair housing by **TOWN** that results in funding sanctions or other remedial actions by the United States Department of Housing and Urban Development and/or the federal government against COUNTY.

WHEREAS, The **Town** as a cooperating unit of local government has adopted and is enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

WHEREAS, participation by the County of Orange, as an urban county in the Community Development and HOME programs require that the **Town of Mount Hope** and the County of Orange cooperate in undertaking or assisting in undertaking, community renewal and lower income housing assistance activities. Specifically urban renewal and publicly assisted housing, pursuant to said Act specifically those activities authorized by statutes and pursuant to Articles 9 and 17 of the New York State Constitution; and

WHEREAS, the County and **Town of Mount Hope** will cooperate in developing Community Development and Affordable Housing Programs and applications for the Community Development Block Grant Entitlement Program and the HOME Investment Partnership ("HOME Program") which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of the community development and housing needs developed mutually by local and County officials;

WHEREAS, **TOWN** may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the [Housing and Community Development] Act [of 1974]. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

WHEREAS, this **Town Board** deems it to be in the public interest for the **Town of Mount Hope** to enter into an Amendment to the existing Cooperation Agreement dated July 8, 1993, as amended, with the County of Orange for the aforesaid purpose;

NOW, THEREFORE, BE IT

RESOLVED, that the **Supervisor** be and he hereby is authorized and directed to execute a Cooperation Agreement Amendment between the **Town of Mount Hope** and the County of Orange for the purpose of undertaking Community Development and HOME Programs pursuant to the Housing and Community Development Act of 1974, as amended and Title II of the National Affordable Housing Act of 1990, as amended, for the program year commencing Federal **Fiscal Years 2015, 2016, 2017** (and successive three year qualification periods).

Chad J. Volpe
Chad J. Volpe, Supervisor

6-16-2014
Date

STATE OF NEW YORK)
COUNTY OF ORANGE)
OFFICE OF THE CLERK OF
THE TOWN OF MOUNT HOPE)

THIS IS TO CERTIFY THAT I, KATHLEEN A. MYERS Clerk of the TOWN OF MOUNT HOPE
(Clerk's Name) (Town)
have compared the foregoing copy of resolution with the original resolution now on file in my office and which was
passed by the **Town Board** of MOUNT HOPE on the 16th day of Jun, 2014,
and that the same is a correct and true transcript of such original resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said **Town Board** this
16th day of June, 2014.

SEAL

Kathleen A. Myers
Kathleen A. Myers
Clerk of the **Town of Mount Hope**

AMENDMENT TO COOPERATION AGREEMENT

It is hereby agreed effective as of June 16, 2014, by and between the County of Orange, a municipal corporation of the State of New York, having its principal offices at 255-275 Main Street, Goshen, New York 10924 ("COUNTY"), and "**Town of Mount Hope**" a municipal corporation of the State of New York, having principal offices at **1706 Route 211W, Otisville, New York 10963 ("TOWN")** to amend the Cooperation Agreement dated, July 8, 1993, between the parties ("Cooperation Agreement") as follows:

1. Strike and replace Paragraph 3 as follows:

3. Pursuant to New York State General Municipal Law §99-h, the COUNTY and the **TOWN** agree to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

2. Strike and replace Paragraph 6 as follows:

6. The COUNTY and the **TOWN** shall take all actions necessary to assure compliance with the COUNTY'S certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The COUNTY and the **TOWN** shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975. Furthermore, the COUNTY and the **TOWN** shall comply with all other applicable New York State and Federal laws and regulations.

In addition, CDBG funding of activities in, or in support of, **TOWN** is prohibited if the **TOWN** does not affirmatively further fair housing within its own jurisdiction or the **TOWN** impedes COUNTY'S actions to comply with the COUNTY'S fair housing certification. **TOWN** shall indemnify, defend and hold harmless COUNTY from any non-compliance with affirmatively furthering fair housing by **TOWN** that result in funding sanctions or other remedial actions by the United States Department of Housing and Urban Development and/or the federal government against COUNTY.

3. Add the following Paragraph 18:

18. **TOWN** may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the [Housing and Community Development] Act [of 1974]. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

In all other respects, the provisions of the Cooperation Agreement, shall remain in full force and effect and shall be binding upon the parties referred to above.

TOWN OF MOUNT HOPE

(PLACE SEAL)

COUNTY OF ORANGE

(PLACE SEAL)

BY: Chad J. Volpe
Chad J. Volpe
Supervisor

BY: _____
Stefan (Steven) M. Neuhaus
County Executive

STATE OF NEW YORK -)
COUNTY OF ORANGE) ss:

On this 16th day of June 2014, before me personally appeared Chad J. Volpe, to me known, who being by me duly sworn did dispose and say that he/she resides at New York and that **he** is the **SUPERVISOR** of the **TOWN OF MOUNT HOPE** of the corporation described in and which executed the above instrument; that **he** knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order to the **TOWN** Board of said corporation, and that **he** signed **his** name thereto by like order.



Kathleen A. Myers
Notary Public

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On this ____ day of _____ 2014, before me personally appeared Stefan (Steven) M. Neuhaus, County Executive of the County of Orange, the corporation described in and who executed the foregoing instrument, to me known and known to be such County Executive, and he being by me duly sworn, did dispose and say that he is the County Executive of Orange County; that he knows the corporate seal of said County of Orange that the seal affixed pursuant to resolution of the County Legislature.

Notary Public

OPINION OF COUNTY COUNSEL

The undersigned County Attorney for the County of Orange, New York, certifies that the terms and provisions of the foregoing Agreement are fully authorized under existing State and local law and that the Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities in cooperation with local units of government.

Langdon C. Chapman, County Attorney

Date: _____

LICENSE AGREEMENT BETWEEN THE
TOWN OF MOUNT HOPE AND
FOR THE RIGHT TO USE TOWN PARKLAND
FOR

THIS AGREEMENT entered into this ____ day of _____, 2014, by and between the TOWN OF MOUNT HOPE, ORANGE COUNTY, NEW YORK, (hereinafter referred to as the "TOWN"), a municipal corporation, organized and existing under and by virtue of the laws of the State of New York and with offices and a principal place of business at 1706 Route 211 West Otisville , NY 10963, and _____, having addresses of _____, (hereinafter referred to as the "Licensee").

WITNESSETH, that pursuant to, and in accordance with the laws of the State of New York, the Town of Mount Hope and the Licensee, for the consideration hereinafter set forth, do mutually agree as follows:

1. The TOWN hereby gives and grants to the Licensee, and the Licensee hereby accept from the TOWN, a revocable license to use TOWN property located at 317 Finchville Turnpike, Otisville, Town of Mount Hope, Orange County New York, more specifically, 4.1 acres adjacent to Finchville Turnpike consisting of roughly 4.1 acres, for the purpose of _____. All of the foregoing shall be subject to the terms and conditions of this Agreement.

2. This Agreement shall be for the period from the ____ day of _____, 2014 through the ____ day of _____, 2014. However, the TOWN may terminate the Agreement by delivery by mail or by personal service to the Licensee at its address stated hereinabove, a notice of the TOWN's intention to terminate said revocable license ten (10) days after

delivery of said notice. At the expiration of the ten (10) day period, this revocable license shall terminate and the Licensee, at its own cost and expense, shall immediately repair any damage to the TOWN property and ensure that the property is clean and well maintained.

3. The TOWN's property shall be used, operated, maintained and repaired so as to be in compliance with all applicable Federal, State, County and City statutes, ordinances, local laws, codes, orders, rules and regulations.

4. The Licensee shall maintain during the life of this Agreement such public liability and property damage insurance as 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 the activities under this Agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of at least \$1,000,000.00 aggregate with \$1,000,000.00 for each event/occurrence; \$100,000.00 for damage to the licensed premises; \$1,000,000.00 for personal injury; \$1,000,000.00 for commercial/products coverage.

The TOWN shall also be named as an additional insured on said policy and this License Agreement shall not go into effect until such time as the TOWN has accepted the insurance and certificate of insurance, in writing.

5. The Licensee has agreed 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 the Licensee, its officers, members, contractors, agents, servants, employees or assigns.

6. The Licensee agrees that the Licensee will defend, indemnify and save harmless the TOWN from any and all suits, actions or causes of action of every name and description brought against the TOWN for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of the Licensee, its officers, members, contractors, agents, servants, employees, or assigns.

7. Any and all notices and payments required hereunder shall be addressed as indicated herein, or to such other address as may hereafter be designated in writing by any of the parties hereto.

8. This revocable license granted herein is not a conveyance of real property; it is not intended to grant or convey to the Licensee the exclusive use of the land; is granted subject to the grants, conveyances, easements and rights-of-way heretofore made to others; and (d) is granted subject to the rights which the TOWN hereby reserves of the TOWN to use and enjoy the lands within the boundaries of the property in any manner that does not unreasonably interfere with the right herein granted to the Licensees; and to grant or convey easements and rights-of-ways to others over, across, under and through the lands.

9. The Licensee shall not construct or erect any buildings, structures or improvements on any portion of the property covered by this license without the prior written consent of the TOWN.

10. In exercising the right herein granted, the Licensee shall repair any damage to the TOWN's property; replace and restore the grounds to the same or better condition as existed as of the date of execution of this Agreement.

11. The Licensee shall promptly pay for any expenses incurred for utilities required for the use of the property.

12. The provisions of paragraphs 5 and 6 of this Agreement shall survive any termination of this revocable license.

13. The Licensee shall not assign this Agreement, or their right, title or interest herein without the express, prior written consent of the TOWN.

14. This Agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by all the parties hereto.

15. The Licensee shall pay to the TOWN the sum of _____ and 00/100 (\$____.00) Dollars per month for the duration of this revocable license agreement. A partial month shall be considered a full month for purposes of this agreement. Failure to comply shall be a breach of this License and cause for cancellation of same.

IN WITNESS WHEREOF, the TOWN has caused this Agreement to be signed by its Supervisor, duly authorized to do so, and the Licensee's individually and/or Managing Member of the limited liability company the day and year first written above.

THE TOWN OF MOUNT HOPE

BY: _____
HON. CHAD VOLPE, Supervisor

LICENSEE

BY: _____