

AGREEMENT

THIS AGREEMENT, made on September ____, 2023 (the "Effective Date") between the Town of New Lebanon (the "Town") a municipal corporation of the State of New York with offices at 14755 Route 22, New Lebanon, New York 12125 and the Lebanon Valley Protective Association (the "LVPA"), the owner of the property at 523 US-20, New Lebanon, NY 12125.

WHEREAS, the Town has the power and authority to provide recreational opportunities to its residents; and

WHEREAS, the LVPA owns a building at 523 US-20, New Lebanon, NY, 12125 that the Town would like to utilize as a community center 3 days a week; and

WHEREAS, the Town and the LVPA desire to enter into this Agreement pursuant to which the Town will operate a community center at 523 US-20, New Lebanon, NY, 12125 to run 3 days a week for 3 hours each day for one year commencing on the Effective Date under the terms and conditions set forth herein;

NOW, THEREFORE, it is mutually agreed:

1. In consideration of the Payments to be made hereunder, the LVPA will permit the Town to utilize the building at 523 US-20, New Lebanon, NY, 12125 for a community center on each Tuesday and Thursday for 3 hours sometime in the window of 2pm – 8pm and on each Saturday for 3 hours sometime in the window of 11am – 5pm, for a one year period commencing on the Effective Date, and the Town will undertake all duties associated therewith, including without limitation, providing all necessary and appropriate staffing and equipment. The LVPA will maintain a building calendar blocking out community center times from other uses that the LVPA has for the building such as LVPA meetings and events, American Legion meetings and events and rentals. The LVPA may occasionally change or cancel community center times, if necessary, with at least 2 weeks written notice to the Town.

The LVPA will retain sole usage and access to all office spaces. The main meeting room and kitchen will remain unchanged by the Town but can be utilized by the Town during community center hours. The old truck bays may be used solely by the Town for the community center and the Town can bring in equipment for a recreation room, such as air hockey and ping pong tables. The old ambulance bay may be used solely by the Town for the free store and the Town can bring in equipment such as shelves, hanging racks, and tables. Nobody is allowed in the building for the community center or the free store without staffing from the Town being present. The spaces and their anticipated uses are depicted generally on Exhibit A hereto.

The Town shall not alter any part of the building in any way such as painting, renovations, etc. without written permission from the LVPA. The LVPA shall remain responsible for upkeep and maintenance of the building.

2. In consideration of the LVPA providing space for the Town to run a community center at 523 US-20, New Lebanon, NY, 12125 as set forth above, the Town will pay to the LVPA 50% of the utilities and operating costs associated with operating the building that are listed in Exhibit B hereto on a monthly basis for all bills paid by the LVPA the prior month. The LVPA will submit to the Town a voucher for payment, along with list of the amounts paid in the previous month, by the first Tuesday of each month.

Upon audit and approval of such voucher by the Town Board, the Town shall promptly pay such amount as may be due under this paragraph.

3. The Town shall name the LVPA as an additional insured on its general liability insurance and shall provide a certificate of such insurance to the LVPA.

4. Either party may terminate this Agreement for any reason or no reason at all on thirty (30) days advance written notice to the other in accordance with this Agreement.

5. All notices to be provided hereunder shall be delivered in writing or electronically to the persons and addresses set forth below, and shall be deemed provided three days after sending if mailed, and upon receipt if sent electronically:

If to the Town:

Tistrya Houghtling, Town Supervisor
14755 State Route 22
New Lebanon, NY 12125
Email: supervisor@townofnewlebanon.com

If to the LVPA:

Edward Godfroy, President
523 US-20
New Lebanon, NY 12125
Email: edgodfroy@gmail.com

6. This Agreement and the payments made hereunder are separate and distinct from any contract between the Town and the LVPA for fire services.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year written above.

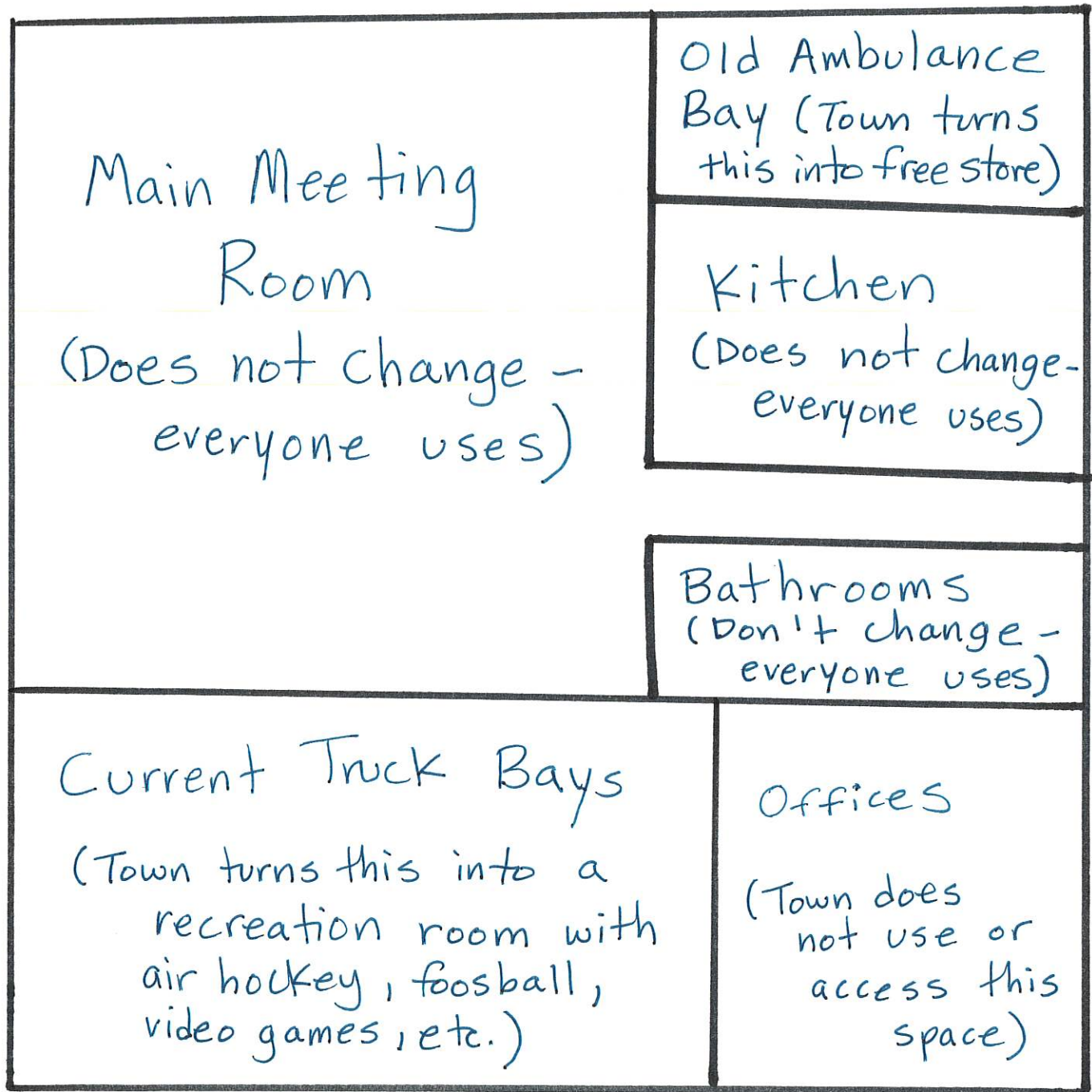
TOWN OF NEW LEBANON

By: _____
Tistrya Houghtling, Supervisor
14755 Route 22
New Lebanon, New York 12125
(518) 794-8889
supervisor@townofnewlebanon.com

LEBANON VALLEY PROTECTIVE ASSOCIATION

By: _____
Edward Godfroy, President
LVPA
523 US-20
New Lebanon, New York 12125
(518) 794-9331
edgodfroy@gmail.com

Exhibit A (Not to scale)



20/22 Corridor

EXHIBIT B

- Cleaning costs
- Consumables (Toilet paper, paper towels, garbage bags, etc.)
- Utilities (Electric, Heat, Internet, etc.)
- Plowing & Sanding
- Mowing
- Dumpster