

**TOWN OF DEERPARK
TOWN BOARD REGULAR MEETING**

October 18, 2021

Meeting was held at Town Hall, 420 Route 209, Huguenot, New York 12746

Attendance:

Supervisor: Gary Spears

Councilmen: David Dean, Al Schock

Attorney: Glen Plotsky

Labor Attorney: Stewart Waxman

Police Chief: Richard Sztynдор

Absent: Art Trovei, Ken Smith

There was a 6pm Executive Session with the Labor Attorney, followed by a Public Hearing at 7:15pm regarding Local Laws 3, 4 & 5.

Motion to Enter Executive Session and Invite Town Attorney, Labor Attorney and Police Chief at 6:00

p.m.

Motion by David Dean 2nd by Gary Spears

VOTES: 3 AYES: Alan Schock, David Dean, Gary Spears

2 Absent: Ken Smith, Art Trovei

MOTION CARRIED

Motion to Enter Regular Session at 6:52 p.m., Adjourned to 7:15 p.m.

Motion by Al Schock 2nd by David Dean

VOTES: 3 AYES: Al Schock, David Dean, Gary Spears

2 Absent: Ken Smith, Art Trovei

MOTION CARRIED

Flo Santini reads the Public Notice for Local Law #3 of 2021. There are no public comments.

Motion to Close the Public Hearing for Local Law #3 Which is Reestablishing the Town Police Commission

Motion by Ken Smith 2nd by David Dean

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Flo Santini reads the Public Notice for Local Law #4 of 2021. Supervisor Spears reads Local Law #4's purpose and authority and gives a brief explanation of it. There are no public comments.

Motion to Close the Public Hearing for Local Law #4 Modifying the Penalties for Parking Regulations on Public Roadways and State Highways Located in Deerpark, Orange County, NY

Motion by David Dean 2nd by Art Trovei

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Flo Santini reads the Public Notice for Local Law #5 of 2021. Supervisor Spears reads Local Law #5's purpose and authority and gives a brief explanation of it.

Public Comments:

Swee Sim- Made comments on Local Law .

**TOWN OF DEERPARK
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Meeting was held at Town Hall, 420 Route 209, Huguenot, New York 12746

Motion to Close the Public Hearing for Local Law #5 to Modify the Law to Require a Pilot Agreement for Solar Facilities

Motion by Al Schock 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Invocation: Al Schock

Pledge of Allegiance: David Dean

Call to Order: 7:33pm

Attendance:

Supervisor: Gary Spears

Councilmen: Art Trovei, Ken Smith, David Dean, Al Schock

Town Clerk: Flo Santini

Attorney: Glen Plotsky

Presentations/Communications:

Supervisor Spears- The October Bulk Cleanup is still going on, so if you need to pick up a permit, you can stop by the Town Clerk's office and they will provide you with one. Regular household trash can be brought to the Port Jervis Transfer Station. If you have any construction debris that you're trying to get rid of, the Port Jervis transfer station is not accepting that, so you'll have to bring it to the New Hampton location. Either Location is accepting the permits that you can get from the Clerk's office.

Norma Schadt reads Town Historian Report [Attached to Minutes]

Public Comments:

Motion to Approve October 4th, 2021 Minutes

Motion by Al Schock 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Old Business

Supervisor Spears- Police Commission nominations will be moved to New Business.

New Business:

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Supervisor Spears- Local Law #3 is the one that needed reapproval, so we will make a motion to reapprove that Local Law.

Motion to Reapprove Local Law #3 Which is Reestablishing the Town Police Commission

Motion by Ken Smith 2nd by Al Schock

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Motion to Approve Local Law #4 Modifying the Penalties for Parking Regulations on Public Roadways and State Highways Located in Deerpark, Orange County, NY

Motion by Ken Smith 2nd by Al Schock

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Motion to Approve Local Law #5 to Modify the Law to Require a Pilot Agreement for Solar Facilities

Motion by Art Trovei 2nd by David Dean

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Motion to Adopt Preliminary Budget

Motion by Ken Smith 2nd by Al Schock

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Motion to set a Public Hearing for November 4th, 2021 at 7:15pm

Motion by David Dean 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Motion to Approve Resolution #12 to Authorize the Supervisor to Sign the Mutual Aid Agreement Between Town/Huguenot Fire Co. and Orange County

Motion by Ken Smith 2nd by Art Trovei

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears
MOTION CARRIED

Supervisor Spears reads letter of resignation by Norma Schadt from the Town Historian Position [Attached to Minutes]

Motion to Accept Letter of Resignation from Norma Schadt

Motion by Ken Smith 2nd by David Dean

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

**TOWN OF DEERPARK
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MOTION CARRIED

Supervisor Spears reads Proposal for 2022 Legal Service for Labor Attorney Stuart Waxman.

Motion to Approve Proposal for 2022 Legal Service for Labor Attorney Stuart Waxman

Motion by Al Schock 2nd by Art Trovei

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Supervisor Spears reads and explains the Option Agreement for the Boehmler Park Track

Motion to Approve the Option Agreement for the Boehmler Park Track

Motion by Art Trovei 2nd by Ken Smith

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Supervisor Spears reads Resolution #13 of 2021 to Authorize Supervisor Spears to Sign MOA Agreement between Town and OC Sheriff's Office

Motion to Approve Resolution #13 of 2021 to Authorize Supervisor Spears to Sign MOA Agreement between Town and OC Sheriff's Office

Motion by Art Trovei 2nd by Ken Smith

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Motion to Table the Town PBA Agreement for November 4, 2021 at 7:30pm

Motion by Al Schock 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Supervisor Spears opens the floor for Police Commission Nominations

Al Schock nominates Ken Bontrager, 2nd by David Dean

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Al Schock nominates Matt Fuller, 2nd by Ken Smith

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Ken Smith nominates Bud Flannagan, 2nd by Al Schock

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Al Schock nominates Billy Williams, 2nd by Ken Smith

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

Art Trovei nominates Lisa Sibertzeff, 2nd by Al Schock

VOTES: 5 AYES (ROLL CALL): Arthur Trovei, Ken Smith, Alan Schock, David Dean, Gary Spears

MOTION CARRIED

**TOWN OF DEERPARK
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Bills to pay:

General Fund Abstract #19	\$79,033.70
Highway Fund Abstract #19	\$46,396.22
Special Revenue Reserve #9	\$970.18
Street Lighting Abstract #10	\$289.17

Total	\$126,689.27
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Motion to Pay the Bills after Councilmen's Audit

Motion by Ken Smith 2nd by Al Schock

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Al Schock, David Dean, Gary Spears

MOTION CARRIED

Councilmen looked over Budget Officer's Monthly Report

Motion to Enter Executive Session with Personnel and to Invite in Town Attorney at 8:30 p.m.

Motion by Gary Spears 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Al Schock, David Dean, Gary Spears

MOTION CARRIED

Closing:

Art Trovei- Thank you Norma and God Bless.

David Dean- Another busy year coming up, let's keep at it.

Gary Spears- Very glad to again have a Police Commission.

Ken Smith- Thank you very much to Norma, enjoy your retirement.

Al Schock- Thank you for your newsletter, fond memories for me and my daughter Hanah reading it together.

Meeting goes into recess before entering into Executive Session

Motion to Enter Regular Session at 9:25 p.m.

Motion by Al Schock 2nd by Ken Smith

VOTES: 5 AYES: Arthur Trovei, Ken Smith, Al Schock, David Dean, Gary Spears

MOTION CARRIED

Respectfully Submitted,





TOWN OF DEERPARK

GARY SPEARS, SUPERVISOR
DAVID M. DEAN, DEPUTY SUPERVISOR
ARTHUR TROVEI, COUNCILMAN
KENNETH SMITH, COUNCILMAN
ALAN F. SCHOCK, COUNCILMAN

Deerpark Town Board Meeting *Monday October 18, 2021*

6pm Executive Session Labor Attorney

7:15 Public Hearing Local Laws 3-4-5

Regular Meeting 7:30 PM

1st Version 10/7/2021

Agenda

- **Invocation** – Councilman Alan Schock (Participation is Optional)
- **Call to order** – Supervisor Spears -
- **Pledge of Allegiance** – Councilman Dean -
- **Roll Call/Attendance** –
- **Addition or Deletions to Agenda** – PBA Contract Memorandum of Agreement
- **Presentations/Communications** – Bulk Clean-Up Month of October please review flyer for changes from May
- **Public comment period:** “Agenda Items only”
- **Department Head Report** – Norma Schadt with report on Schoolhouse
- **Approval of Minutes** – October 4, 2021
- **Old Business** – Police Commission Nominations to Vote on a Five Board Members-
- **New Business** – Local Laws 3 – 4 – 5 to be voted on
- Budget Adopt Preliminary with Changes and set Public Hearing for Nov 4, 2021 7:15 pm
- **Resolution #12 of 2021** Authorize Supervisor to sign Mutual Aid Agreement between Town / Huguenot Fire Co. and Orange County
- Accept Resignation of Norma Schadt as Historian Effective Dec 31, 2021 she will still be around to help out still.
- Proposal for 2022 Legal Service for Labor Attorney Stuart Waxman hourly \$220 for attorney \$95 for Paralegal
- Discuss and Approve Option Agreement for Boehlmer Park Track
- **Resolution #13 of 2021** Authorize Supervisor to sign MOA Agreement between Town and OC Sheriff's Office
- Approve PBA Contract Memorandum
- **Appropriations, Budget, and Payment of Bills, Budget Officer Report** – Abstracts
- **Closing Board Comments** –
- **Executive Session** – Litigation Matters (IF NEEDED)
- **Adjournment** -

420 U.S. ROUTE 209 – PO BOX 621, HUGUENOT, NEW YORK 12746

PHONE – 845-856-2210, Ext. 1

FAX – 845-856-0935

E-MAIL – info@townofdeerparkny.gov

NOTICE OF PUBLIC HEARING

TOWN OF DEERPARK
COUNTY OF ORANGE
STATE OF NEW YORK

PUBLIC NOTICE is hereby given that there has been presented to the Town Board of the Town of Deerpark, Orange County, New York, on the 7th day of September, 2021, a proposed Local Law #4 of the Year 2021, entitled "A Local Law Modifying Penalties for Violations of Parking Regulations on Public Roadways and State Highways Located Within the Town of Deerpark, Orange County, New York".

The full text is on file for public review at the Office of the Town Clerk, Route 209, Huguenot, New York, during regular business hours.

THEREFORE, pursuant to the Municipal Home Rule Law of the State of New York, the Town Board of the Town of Deerpark will hold a public hearing on the aforesaid proposed Local Law in the Town Hall, Route 209, Huguenot, New York, at 7:15 p.m. on the 18th day of October, 2021, at which time all interested persons will be heard.

DATED: September 7th, 2021

BY ORDER OF THE TOWN BOARD

FLORENCE T. SANTINI, Town Clerk

NOTICE OF PUBLIC HEARING

TOWN OF DEERPARK
COUNTY OF ORANGE
STATE OF NEW YORK

PUBLIC NOTICE is hereby given that there has been presented to the Town Board of the Town of Deerpark, Orange County, New York, on the 7th day of September, 2021, a proposed Local Law #5 of the Year 2021, entitled "A Local Law Requiring PILOT Agreements for Solar Facilities that Qualify for Exemption Under §487 of the New York State Real Property Law".

The full text is on file for public review at the Office of the Town Clerk, Route 209, Huguenot, New York, during regular business hours.

THEREFORE, pursuant to the Municipal Home Rule Law of the State of New York, the Town Board of the Town of Deerpark will hold a public hearing on the aforesaid proposed Local Law in the Town Hall, Route 209, Huguenot, New York, at 7:15 p.m. on the 18th day of October, 2021, at which time all interested persons will be heard.

DATED: September 7th, 2021

BY ORDER OF THE TOWN BOARD

FLORENCE T. SANTINI, Town Clerk

NOTICE OF PUBLIC HEARING

TOWN OF DEERPARK

COUNTY OF ORANGE

STATE OF NEW YORK

PUBLIC NOTICE is hereby given that there has been presented to the Town Board of the Town of Deerpark, Orange County, New York, on the 7th day of September, 2021, a proposed Local Law #3 of 2021 entitled "A Local Law Replacing Chapter 67 of the Town of Deerpark Code and Re-Establishing the Town Police Commission".

The full text is on file for public review at the Office of the Town Clerk, Route 209, Huguenot, New York, during regular business hours.

THEREFORE, pursuant to the Municipal Home Rule of Law of the State of New York, the Town Board of the Town of Deerpark will hold a public hearing on the aforesaid proposed Local Law in the Town Hall, Route 209, Huguenot, New York, at 7:15 p.m. on the 18th of October, 2021, at which time all interested persons will be heard.

DATED: September 7th, 2021

BY ORDER OF THE TOWN BOARD

FLROENCE T. SANTINI, Town Clerk



TOWN OF DEERPARK

GARY I SPEARS, SUPERVISOR
DAVID M. DEAN, COUNCILMAN
ARTHUR T. TROVEI, COUNCILMAN
KENNETH SMITH, COUNCILMAN
ALAN SCHOCK, COUNCILMAN

RESOLUTION #12 OF 2021 Huguenot FD Mutual Aid Agreement

BE IT RESOLVED, that the Town of Deerpark, Orange County, New York, Acting on Behalf of the Huguenot Fire Co. agrees to participate in the Orange County Fire Mutual Aid Plan currently in effect or as may be revised or amended from time to time and as allowed by Section 225-A (3) of the County Law.

Financial responsibility for personnel shall be governed by the Huguenot Fire Co.

This facility will cooperate with the development and operation of plans for Mutual Aid in cases of fire or other emergencies and furnish aid to territories surrounding the facility as may be practical.

10/18/2021

Date

Gary Spears
Authorized Signature

Town Supervisor
Title

Thomas J. Trovei
Chief's Signature

Motion by Ken Smith, 2nd by Art Trovei

Roll Call: 5 Ayes Councilman Al Schock
 Councilman David Dean
 Supervisor Gary Spears

Councilman Art Trovei
Councilman Ken Smith

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this

18th day of October 2021.

Florence T. Santini
Florence T. Santini, Town Clerk

Town Seal

420 U.S. ROUTE 209 – PO BOX 621, HUGUENOT, NEW YORK 12746

PHONE – 845-856-2210, Ext. 1 FAX – 845-856-1558

E-MAIL – townboard@townofdeerpark.org



TOWN OF DEERPARK

GARY I SPEARS, SUPERVISOR
DAVID M. DEAN, COUNCILMAN
ARTHUR T. TROVEI, COUNCILMAN
KENNETH SMITH, COUNCILMAN
ALAN SCHOCK, COUNCILMAN

RESOLUTION #12 OF 2021

Huguenot FD Participation in the Orange County Fire Mutual Aid Plan

Mr. Gary Spears offered the following resolution and moved for its adoption:

Resolved, that Town Board approves the participation by the Huguenot Fire Co. in the Orange County Fire Mutual Aid Plan as now in effect and as amended from time to time ("Plan"); and be it further

Resolved, Huguenot Fire Co. acknowledges and accepts its financial responsibility for such participation pursuant General Municipal Law Section 209 (2)-(4); and, be it further

Resolved, that Huguenot Fire Co. agrees to comply with all the provisions of this Plan and will respond to all calls for assistance from another fire company or fire department through the County Division of Emergency Communications; and, be it further

Resolved, that Gary Spears, to the best of its knowledge, knows of no resolution or agreement against "outside service" by Huguenot fire company or fire department that would affect the power of such company or department to participate in the Plan except: _____; and, be it further

Resolved, that Gary Spears of Town of Deer Park is hereby authorized to sign the Plan; and, be it further

Resolved, that Town of Deer Park will deliver to the County of Orange Fire Coordinator, an executed copy of the Plan and a certified copy of this resolution upon adoption.

10/18/2021

Date

Gary Spears

Authorized Signature

Motion by Ken Smith, 2nd by Art Trovei

Roll Call: 5 Ayes

Councilman Al Schock

Councilman David Dean

Supervisor Gary Spears

Councilman Art Trovei

Councilman Ken Smith

Town Supervisor

Title

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deer Park this
18th day of October 2021.

Town Seal

Florence T. Santini, Town Clerk

420 U.S. ROUTE 209 - PO BOX 621, HUGUENOT, NEW YORK 12746

PHONE - 845-856-2210, Ext. 1

FAX - 845-856-1558

E-MAIL - townboard@townofdeerpark.org

Norma Schadt
411 Prospect Hill Rd.
Cuddebackville, NY 12729
845-754-8070

Received
SEP 29 2021
TOWN OF DEERPARK
Town Clerk

September 29, 2021

Dear Gary Spears, Town of Deerpark Supervisor:

It has been my pleasure to serve as Deerpark Town Historian for twenty-five years. I have enjoyed working with many people and being able to contribute in the preservation of Deerpark history. I plan to continue participating in the Deerpark Museum activities while relinquishing the duties of Town Historian.

It is Important to have continuity in this position and I highly recommend Michael Worden. He has volunteered to become the new Town of Deerpark Historian beginning in January, 2022. He is well qualified with a keen interest in local history. We have worked on research projects in the past and recently we have discussed his being my successor. We will work together for the rest of this year in order to achieve a smooth transition.

I appreciate all the support and help that I have received from the Town of Deerpark personnel. Many people have contributed so much for which I am very grateful. It has been a wonderful experience.

With much thanks to everyone,

Sincerely,



Norma

cc: David Dean, Alan Schock, Ken Smith, Art Trovei, Town of Deerpark Council
Michael Worden

OPTION AGREEMENT

This **OPTION AGREEMENT**, dated the ____ day of _____, 2020~~2021~~ ("Effective Date"), is by and between **TOWN OF DEERPARK**, having a physical address of 420 Rt. 209, Huguenot, NY 12746 and a mailing address of P.O. Box 621, Huguenot, NY 12746 ("Seller") and **ORANGE COUNTY LAND TRUST, INC.**, a not-for-profit corporation organized under New York law having its principal place of business at 50 Ogden Drive, Unit A, New Windsor, New York 12553 and a mailing address of P.O. Box 269, Mountainville, New York 10953 ("Purchaser or OCLT").

RECITALS

- I. Seller is the owner of 556± acres of vacant real property located at Boehmler Road and Peenpack Trail in the Town of Deerpark, Orange County, New York, which real property is more fully described in the legal description attached as Exhibit A and incorporated herein, is depicted on the map attached as Exhibit B and incorporated herein, and is depicted on the tax maps for the Town of Deerpark as SBLs 24-2-29.1, 24-2-29.21, 24-2-12.1, 34-2-1 ("Premises").
- II. Purchaser is a tax-exempt organization dedicated to the preservation of natural lands in and around Orange County and desires to acquire an option to purchase the Premises.

NOW, THEREFORE, Seller and Purchaser, for and in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. **OPTION.** In consideration of the payment by Purchase to Seller of Ten (\$10.00) Dollars ("Option Price"), the receipt and legal sufficiency of which are hereby acknowledged, Seller grants to Purchaser an exclusive and irrevocable option ("Option") to purchase the Premises on the terms and conditions set forth in this Option Agreement.

2. **TERM.** The Term of Purchaser's Option shall run for twelve (12) months from the Effective Date until [INSERT DATE].

3. **EXERCISE.** In the event Purchaser desires to exercise the Option, it shall do so by notifying Seller in writing within the Term of this Option Agreement. In the event that Purchaser fails to notify Seller in writing of its intention to exercise the option by the date specified on Page 1, then this Agreement shall be deemed terminated and neither party shall have any rights or obligations to any party.

4. PURCHASE TERMS.

a) **Price.** The purchase price for the Premises ("Purchase Price") shall be Nine Hundred and

Ten Thousand Dollars (\$910,000).

- b) Method of Payment. The Purchase Price shall be payable at Closing (as hereinafter defined) in cash or by certified, cashier's, or bank check, or by wire transfer of immediately available funds.

5. **CLOSING.** In the event Purchaser exercises its Option, final settlement of the obligations of Seller and Purchaser ("Closing") shall occur at the offices of Seller's attorney on or about the thirtieth (30th) day after Purchaser exercises its Option; provided however the Closing shall not occur until Title can be delivered in satisfactory and insurable form by the Seller.

6. **DEED, TITLE AND RESOLUTION OF ENCROACHMENTS.** Seller shall give such marketable title as a member of the New York Board of Title Underwriters will be willing to approve and insure without material exception, subject only to the matters provided for in this Option Agreement. Seller shall give and Purchaser shall accept such title as a member of the New York Board of Title Underwriters retained by Purchaser will be willing to approve and insure in accordance with their standard form of title policy without special premium, subject only to the matters expressly provided for in this Option Agreement.

Seller shall convey the Premises to Purchaser by a bargain and sale deed with covenant against grantors acts, conveying marketable fee simple title to the Premises, subject only to:

- a) a lien for nondelinquent real property taxes;
- b) utility company rights, licenses and/or easements to maintain poles, lines, wires and other installations presently servicing the Premises, provided that same do not interfere with Purchaser's intended use of the Premises;
- c) applicable zoning laws, regulations and ordinances; and
- d) any other matter approved by Purchaser in writing.

The deed shall include a metes and bounds description prepared by Purchaser's surveyor provided that the survey prepared by said surveyor is provided to and certified to Seller.

It shall be Seller's responsibility, at Seller's sole cost and expense, to resolve all title objections and/or encroachments to the satisfaction of Purchaser and Purchaser's title company. If the resolution of title objections and/or encroachments involves loss of acreage to the Premises of greater than one (1) acre, the Purchase Price shall be adjusted in proportion to the diminution of acreage based on a value of two thousand one hundred and ten (\$2,110)/acre.

7. **SELLER'S COVENANTS.** Seller covenants that, from and after the Effective Date until Closing, Seller will not:

- a) make or suffer to be made any leases, contracts, options or agreements whatsoever

- affecting the Premises, nor shall Seller cause or permit any lien, encumbrance, mortgage, right, restriction or easement to be placed upon or created with respect to the Premises;
- b) remove or permit the removal of any vegetation, soil or minerals from the Premises or disturb or suffer the disturbance of the existing contours and/or other natural features of the Premises in any way whatsoever; or
 - c) cause or permit the foreclosure of any other lien affecting the Premises.

Seller shall promptly cure, at Seller's sole cost and expense, each and every breach or default of any covenant set forth in this Paragraph 7 upon learning of such breach or default or receipt of notice thereof from Purchaser.

8. SELLER'S REPRESENTATIONS. Seller makes the following representations and warranties:

- a) Prior to and at Closing, Seller will own and will have the power to sell, transfer and convey all right, title and interest in and to the Premises.
- b) At Closing, no one other than Seller will be in possession of any portion of the Premises.
- c) Seller does not know of any suit, action, arbitration, or legal, administrative or other proceeding pending or threatened against the Premises.
- d) Seller has no knowledge of:
 - i) Any uncured notices which have been served upon Seller by any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Premises or any portion thereof; or
 - ii) Any actual or impending mechanics liens against the Premises or any portion thereof.
- e) Seller has no knowledge of any lease, license, option, right of first refusal or other agreement which affects the Premises other than.
- f) To the best of Seller's knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any hazardous substances, toxic wastes, chemicals or other deleterious material on the Premises.

Should any of the above representations or warranties cease to be true at any time prior to Closing, Seller shall immediately notify Purchaser in writing. If Purchaser shall suffer any loss or liability or incur any cost as a result of a representation or warranty made by Seller not being true, Seller shall indemnify Purchaser against such loss, liability and costs, including reasonable legal expenses, which indemnification obligation shall survive Closing or any earlier termination of this Option Agreement.

9. REMEDIES UPON DEFAULT. In the event Seller or Purchaser defaults in the performance of any of their respective obligations under this Option Agreement, Seller and Purchaser shall, in addition to any and all other remedies provided in this Option Agreement or at law or in equity, have the right of specific performance against the other.

In addition to the remedies specified above, in the event Seller defaults and the sale of the Premises does not close or in the event that the sale of the Premises to Purchaser does not close through no fault of Purchaser, Seller shall promptly refund to Purchaser Purchaser's due diligence expenses including, without limitation, survey, title examination and Phase I Environmental Site Assessment and reasonable attorney's fees.

10. RIGHT TO INSPECT PREMISES. During the Term of this Option Agreement, Purchaser, through its employees and agents, may enter upon the Premises for the purpose of making inspections, surveys and investigations as Purchaser deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements, if any, on the Premises. All persons and entities entering upon the Premises shall carry appropriate liability and worker's compensation insurance.

Should Purchaser determine, in its sole discretion based on its investigation of the Premises, that the boundary or environmental conditions on the Premises are unacceptable to Purchaser, Purchaser shall have the right to terminate this Option Agreement by written notice to Seller and thereafter the Parties shall have no further liability to each other.

11. PRORATIONS AND FEES. Real property taxes on the Premises shall be prorated as of the date of Closing based upon the latest available tax bills.

12. NOTICES. All notices pertaining to this Option Agreement shall be in writing delivered to the Parties by: (i) hand; (ii) commercial express courier service; (iii) United States Express Mail; (iv) certified United States mail, postage prepaid; or (v) e-mail, addressed to the Parties at the addresses set forth in this Option Agreement or such other addresses as the Parties may designate by notice. All notices shall be deemed given when received. E-mail addresses for notice are: Seller: [enter email] and Purchaser: matt@oclt.org.

The attorneys for the Parties hereto are hereby authorized, on behalf of their respective clients, to give any written notice, whenever such notice is provided to be given under this Option Agreement, and to extend any of the time limitations as provided in this Option Agreement. Any such notice and/or extension shall be in writing and duly signed by such attorneys.

13. NO BROKER'S COMMISSION. Purchaser and Seller each represents that it has not used a real estate broker in connection with this Option Agreement or the transaction contemplated by this Option Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against Purchaser, Seller will indemnify and hold Purchaser harmless from and against said claim and such indemnification obligation shall survive Closing or any

earlier termination of this Option Agreement.

14. BINDING ON SUCCESSORS. This Option Agreement shall be binding not only upon Seller and Purchaser but also upon their heirs, personal representatives, assigns and other successors in interest.

15. ASSIGNMENT. ~~Purchaser shall be entitled to assign this Option Agreement to the City of Port Jervis without the written consent of the Seller.~~ **CONSERVATION EASEMENT; PUBLIC ACCESS EASEMENT.** Purchaser shall be entitled to assign this Option Agreement to the City of Port Jervis (the "City") without the written consent of the Seller. If this Option Agreement is assigned to the City and the City exercises its option to purchase the Property, at the Closing the City shall convey to OCLT a: (i) conservation easement pursuant to Article 49, Title 3 of the New York State Environmental Conservation Law; and (ii) public access easement. The conservation easement shall impose restrictions on development sufficient to achieve protection of surface water bodies on the Property which constitute a portion of the drinking water supply for the City. The public access easement shall allow appropriate public recreation and associated improvements consistent with the restrictions of the conservation easement. The conservation easement and public access easement shall designate Seller as successor to OCLT in the event that OCLT ceases to exist or it becomes impossible for OCLT to ensure compliance with the conservation easement or public access easement. Purchase must obtain Seller's written consent to assignment this Agreement to any other party, which consent will not be unreasonably withheld, delayed or conditioned.

16. ENTIRE AGREEMENT; MODIFICATION. This Option Agreement constitutes the entire agreement between Purchaser and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification, waiver or amendment of this Option Agreement shall be binding unless specific and in writing executed by the Party against whom such supplement, modification, waiver or amendment is sought to be enforced.

17. SEVERABILITY. Each provision of this Option Agreement is severable from any and all other provisions of this Option Agreement. Should any provision(s) of this Option Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

18. GOVERNING LAW AND VENUE. This Option Agreement shall be governed by and construed in accordance with New York law. Any dispute arising hereunder shall be resolved in the state and federal courts covering Orange County, New York.

19. COUNTERPARTS. This Option Agreement may be executed in counterparts.

20. RECORDING. This Option Agreement may be recorded by Purchaser at Purchaser's option in the Orange County Clerk's Office. At the request of Purchaser, Seller shall, at no cost

to Seller, execute any additional documents or instruments necessary to record this Option Agreement.

21. REPRESENTATION OF AUTHORITY. Each signatory to this Option Agreement represents and warrants that he or she is duly authorized to enter into and execute this Option Agreement and to legally bind the Party he or she represents.

SIGNATURE PAGE FOLLOWS

IN WITNESS of the foregoing provisions, Seller and Purchaser have executed and delivered this Option Agreement as of the Effective Date.

PURCHASER
ORANGE COUNTY LAND TRUST, INC.

BY:
TITLE:

SELLER
TOWN OF DEERPARK

Gary Spears
BY:
TITLE: Town of Deerpark Supervisor

STATE OF New York
COUNTY OF Orange) ss

On the 18th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY SPEARS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

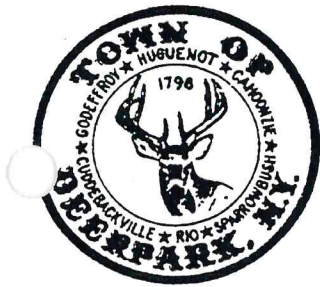
FLORENCE T. SANTINI
Notary Public, State of New York
No. 01SA6074418
Qualified in Orange County
Commission Expires: May 13, 2022

STATE OF NEW YORK)
) SS
COUNTY OF Orange)

On the 8th day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Spears, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC
FLORENCE T. SANTINI
Notary Public, State of New York
No. 01SA6074418
Qualified in Orange County
Commission Expires: May 13, 2022

Exhibit A: Legal Description
Exhibit B: Map of Premises



TOWN OF DEERPARK

GARY SPEARS, SUPERVISOR
DAVID M DEAN, COUNCILMAN
ARTHUR T. TROVEI, COUNCILMAN
KENNETH SMITH, COUNCILMAN
ALAN SCHOCK, COUNCILMAN

RESOLUTION # 13 OF 2021

MOA Between Orange County Sheriff's Office and The Town of Deerpark

BE IT RESOLVED, that the Deerpark Town Board hereby authorizes Supervisor Gary Spears to sign a Memorandum of Agreement with the Orange County Sheriff's Office and the Town of Deerpark. This MOA replaces the current MOA to reflect and expansion of the hour's arrestees will be accepted.

DATED: October 18, 2021

Motion by: Art Trovei 2nd by Ken Smith

Roll Call 5 Ayes:

Councilman: Art Trovei	Councilman: Al Schock
Councilman: Ken Smith	Councilman: Dave Dean
Supervisor: Gary Spears	

MOTION CARRIED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Deerpark this 18th day of October 2021



Florence T. Santini, Town Clerk

Town Seal

420 U.S. ROUTE 209 – PO BOX 621, HUGUENOT, NEW YORK 12746

PHONE – 845-856-2210, Ext. 1 FAX – 845-856-1558

E-MAIL – townboard@townofdeerpark.org