

**PUBLIC NOTICE
TOWN OF UNION VALE**

**NOTICE OF ADOPTION OF RESOLUTION
SUBJECT TO PERMISSIVE REFERENDUM**

Notice is hereby given that the Town Board of the Town of Union Vale, Dutchess County, New York, at a regular meeting thereof, held on May 6, 2026, duly adopted the following resolution, subject to permissive referendum:

**TOWN OF UNION VALE TOWN BOARD
RESOLUTION NO. 40 OF 2026**

**RESOLUTION AUTHORIZING A LEASE FOR 11 TYMOR PARK ROAD
SUBJECT TO PERMISSIVE REFERENDUM**

WHEREAS, the Town of Union Vale owns a house located at 11 Tymor Park Road in the Town of Union Vale which is not currently needed for public use; and

WHEREAS, there is a Lease Agreement for the rental of 11 Tymor Park Road which expired on April 30, 2026, and the tenants desire to renew their Lease Agreement with the Town of Union Vale for an additional one-year term commencing May 1, 2026 and ending April 30, 2027; and

WHEREAS, the Town Board of the Town of Union Vale has reviewed the proposed Lease Agreement and has determined that the terms and conditions stated within are reasonable and that it would be in the best interests of the Town of Union Vale to enter into the Lease Agreement; and

WHEREAS, the granting of a Lease Agreement is subject to a Permissive Referendum in accordance with Article 7 of the Town Law of the State of New York; and

WHEREAS, the Town Board of the Town of Union Vale has determined that the proposed action is a Type II action pursuant to 6 NYCRR § 617.5(c)(26).

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The recitations above set forth are incorporated in this Resolution as if fully set forth and adopted herein.
2. The Town Board of the Town of Union Vale has determined that the house located at 11 Tymor Park Road is not currently needed for public use.
3. The Town Board of the Town of Union Vale hereby agrees to lease the premises known as 11 Tymor Park Road, Lagrangeville, New York 12540 in accordance with the terms

and conditions contained in the proposed Residential Lease Agreement and Wood Stove/Pellet Stove Installation Addendum attached hereto, which are fair and reasonable and in the best interests of the Town.

4. The Town Board of the Town of Union Vale hereby authorizes the Town Supervisor to execute the Lease Agreement and Addendum as well as any other related documents on behalf of the Town in substantially the same form as attached hereto.

5. This Resolution is adopted subject to Permissive Referendum, and the Town Clerk shall give Notice of Adoption of Resolution by publishing a copy of this Resolution together with the Notice of Adoption thereof in the official newspaper of the Town, and, in addition, the Town Clerk shall post or cause to be posted on the bulletin board maintained by the Town Clerk at Town Hall a copy of such Resolution and the Notice of Adoption thereof, with the publication and posting to be done within ten days of the date hereof.

INTRODUCED Councilman Durland

SECONDED Councilman Redinger

The foregoing resolution was put to a vote which resulted as follows:

Supervisor Frazier	Aye
Councilmember Durland	Aye
Councilmember Harrington	Aye
Councilmember McGivney	Aye
Councilmember Redinger	Aye

Dated: Union Vale, New York
May 6, 2026



ANDREA CASEY, TOWN CLERK

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is made and effective as of the 1st day of May, 2026, by and between the TOWN OF UNION VALE, 249 Duncan Road, LaGrangeville, NY 12540 (the "Landlord") and JASON WOODCOCK, currently residing at 11 Tymor Park Road, LaGrangeville, New York 12540, and CHRISTINE WOODCOCK, currently residing at 11 Tymor Park Road, LaGrangeville, New York 12540 (the "Tenants").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in the Town of Union Vale, Dutchess County, New York, such real property known generally as TYMOR PARK (the "Property"); and

WHEREAS, Landlord wishes to lease a portion of the Property described as #11 TYMOR PARK ROAD, which is shown on a map attached hereto as Schedule "A" and consists approximately of 0.80 acres of land (the "Premises"), to Tenants upon the terms and conditions contained herein; and

WHEREAS, Tenants wish to lease from Landlord the Premises on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM.** Landlord leases to Tenants and Tenants lease from Landlord the above-described Premises together with any and all appurtenances thereto, for a period of two (2) years, beginning on May 1, 2026 and ending on April 30, 2028 unless terminated earlier pursuant to the terms hereof.
- 2. RENT.** Under the terms of this Lease, the term "Rent" shall consist of all monetary obligations owed to Landlord by Tenants in accordance with this Lease. However, the Deposit (as such term is defined in Section 3 below) shall not be considered Rent. Tenants shall make monthly payments to Landlord, payable on or before the first (1st) day of each month, in the sum of \$3,650.00 per month.
- 3. ALLOCATION OF RENT.** Landlord may apply any payment Landlord receives from Tenants first to any charges, including, but not limited to, late fees, legal fees, court costs and disbursements, outstanding fees, costs or charges owed by Tenants under this Lease and to the oldest remaining rent due and owing, regardless of any statement by Tenants, written or oral, or any notation on Tenants rental payment or money order to the contrary.

- 4. SECURITY DEPOSIT.** Upon the due execution of this Lease, Tenants shall deposit with Landlord the sum of \$3,650.00 (the "Deposit"), as security for any default by Tenants and any damage caused to the Premises and/or the Property during the term hereof, the receipt of which is hereby acknowledged. The Deposit shall continue to be the money of Tenants and shall be held in trust by Landlord and shall not be mingled with the other moneys of, or become an asset of, Landlord, but may be disposed of as provided in N.Y. Gen. Obligations Law §§7-103 & 7-105 and pursuant to the terms of this Lease. Such Deposit shall be returned to Tenants, without interest, and less any set off for any default by Tenants and/or damages to the Premises and/or the Property upon the termination of this Lease. In the event that Landlord shall at any time apply any of such Deposit to cover unpaid Rent, or to repair damage caused to the Premises and/or the Property by Tenants or their invitees, guests or agents, then, upon the request of Landlord to Tenants specifying the amount so applied, Tenants shall immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the Deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this Section.
- 5. USE OF PREMISES.** The Premises shall be used and occupied by Tenants only as a residence. Tenants shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent in advance. Tenants shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenants acknowledge that the Premises are part of a much larger Property which is open to the public and is subject to various rules and regulations as to use. Tenants warrant and represent that all occupants of the Premises, and their invitees, guests or agents, shall abide by such rules and regulations. Tenants specifically warrant and represent that no occupant of the Premises, or guest of an occupant, shall use a firearm of any nature when on the Premises and/or Property, nor any bow and arrow(s), and further shall take no action which would endanger any person or animal using the Property. The fireplaces included in the home on the Premises are decorative only and shall not be used by Tenants.

Tenants shall abide by the rules and regulations for Tymor Park and understands that when gates within the Park have been closed each day, vehicular and pedestrian access to the Park ceases and Tenants shall confine their outdoor activities to the premises as indicated on the accompanying map. Tenants acknowledge that the Park is open to Town residents and their guests from "dawn to dusk" daily. Tenants agree to immediately close gates after entering or leaving the Park if the Town Constables have closed the gates of the Park for the evening. Pool passes are required to be purchased for the use of the pool at the Park. Pool passes are available for Tenants only at a 50% discount.

- 6. CONDITION OF PREMISES.** Tenants stipulate, represent and warrant that Tenants have examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Tenants shall be

offered the opportunity to inspect the Premises prior to taking possession thereof, or prior to the commencement of any lease renewal and, should Tenants so inspect, the parties hereto shall enter into a written agreement detailing any extant defects in, or damage to, the Premises (which Tenants shall not be obligated to repair).

Notwithstanding the above, Tenants acknowledge that there is a door on the front of the house leading from the living room to the exterior of the house and a door on the east side of the house leading from the living room to the exterior of the house. Each door and the landing or steps outside of the door is in need of repair, so the doors shall remain locked and shall not be used until Landlord has made those repairs. The repair work is seasonal in nature and shall be performed when the weather permits.

7. **ASSIGNMENT AND SUB-LETTING.** Tenants shall not assign this Lease or sublet or grant any license to use the Premises or any part thereof, without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord shall constitute an event of default hereunder.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenants shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenants shall, unless otherwise provided by written agreement between Landlord and Tenants, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. With respect to any alteration or improvement consented to, in writing by Landlord, Tenants shall keep the Premises free of all claims for labor performed on and material delivered to the Premises.
9. **NON-DELIVERY OF POSSESSION.** Tenants are entitled to possession of the Premises on the first day of the Lease term and shall yield possession of the Premises to Landlord on the last day of the Lease term. In the event Landlord cannot deliver possession of the Premises to Tenants upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the Rent herein provided shall abate until possession is given.
10. **HAZARDOUS MATERIALS.** Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. UTILITIES. Except as expressly provided for herein, Tenants shall be responsible for paying for the following utility and maintenance services required or used in conjunction with the Premises: cable, telephone, internet and electrical service. Fuel oil shall "piggyback" on the Landlord's contracts for pricing but will be billed directly by the Landlord's provider to the Tenants. If the Tenants do not pay the fuel oil bill in a timely fashion, the Landlord will pay the bill and pass on to the Tenants any costs, including late fees incurred. Water and sewer or septic services shall be provided by Landlord at no charge to Tenants. Mowing and snow removal services shall be provided by Landlord at no charge to Tenants. Tenants shall purchase required permit and garbage punch card (s) for use of the Town Transfer Station and shall dispose of all trash, garbage and debris in a sanitary and regular manner at Tenants' sole cost and expense. Payment for any amount due from Tenants to Landlord pursuant to this Section 10 shall be due within ten (10) days of the receipt of Landlord's invoice. Any payments made after such ten (10) day period shall be subject to the late payment penalties set forth in Section 24 hereof.

12. TENANT REPRESENTATIONS AND COVENANTS.

a) Affirmative Covenants. Tenant covenants that shall:

- i. keep the Premises clean, sanitary, and in good condition and, on termination or expiration of the tenancy, return the Premises to Landlord in the condition called for in Section 20 hereof;
- ii. comply with all existing rules and regulations regarding the Premises and the Property, and any future amendments or modifications of those rules and regulations;
- iii. operate all electrical, gas, and plumbing fixtures properly and keep those fixtures clean and sanitary;
- iv. notify Landlord immediately about any defects or dangerous conditions in and around the Premises of which Tenants becomes aware; and
- v. at Landlord's request, reimburse Landlord for the cost of any repairs to the Premises necessitated by Tenants' or Tenants' guests or invitees misuse or neglect.

b) Prohibited Acts. Tenants and Tenants' guests, invitees and agents shall not:

- i. destroy or remove any part of the Premises and/or the Property;

- ii. use the Premises and/or the Property for any unlawful purpose, including the use, possession, or sale of illegal drugs or controlled substances;
- iii. commit waste to the Premises; or
- iv. create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other person using the Park, Property or nearby resident.

13. MAINTENANCE. Landlord shall maintain the Property and Premises (to the extent not required to be maintained by Tenants hereunder) in good repair at all times.

14. PETS. Tenants shall be entitled to keep a cat named Riley at the Premises, but no other pets.

Landlord consents to and authorizes Tenants to install an invisible electric fence at the Premises, at Tenants' sole cost and expense, provided Tenants first investigate and ensure that any excavation will not disturb any underground utilities or other improvements and will not alter drainage patterns. Tenants shall maintain such invisible electric fence at Tenants' sole cost and expense and shall, at the end of the tenancy, leave such invisible electric fence in place and supply all related equipment to Landlord. To the extent that any electrical or other permits, inspections and certificates are needed for such installation, Tenants shall apply for and obtain all such items at Tenants' sole cost and expense, and supply copies of such documentation to Landlord.

15. NO SMOKING. Tenants and Tenants' invitees and guests shall not smoke or use a vaping device on the Premises or Property. Tymor Park has been designated as a smoking free property.

16. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenants up to the time of such injury or destruction of the Premises, with Tenants paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should only a portion of the Premises thereby be rendered untenantable, Landlord shall, in its sole discretion, have the option of either repairing such injured or damaged portion or terminating this Lease. Determination as to whether all or a part of the Premises remains untenantable shall be made by Landlord, in its sole but reasonable discretion. In the event that Landlord exercises its right to repair such untenantable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, until such time as the Premises is restored by Landlord, after which the full Rent shall recommence and this Lease continue according to its terms. In the event of damage or

destruction caused by fire or other casualty, Landlord need only repair the damaged part of the Premises and shall not be required to repair or replace any fixtures, furnishings, decorations not installed by Landlord. Nor shall Landlord be obligated to repair or replace personal property of Tenants. Landlord shall not be responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not solely under Landlord's control. Landlord shall have thirty (30) days to determine, in its sole discretion, whether to repair the Premises or to terminate the Lease. Landlord's decision to repair must be given by notice to Tenants within thirty (30) days of the fire or other casualty. In the event that Landlord shall choose to repair the Premises, Landlord shall have a reasonable time to complete such repairs, with consideration given to any delays in receipt of insurance settlements, labor trouble and causes not solely within Landlord's control. If Landlord fails to give Tenant notice of its decision within thirty (30) days, Tenants may cancel this Lease as of the date of the fire or other casualty, which cancellation shall be effective only if given prior to the earlier to occur of (i) Landlord's commencing repairs; or (ii) Landlord's notification to Tenants of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenants or guest of Tenants, all repairs will be made at Tenants' expense and Tenants must pay the full Rent with no change or abatement thereof. The cost of the repairs, together with all costs and expenses associated with collecting the same from Tenants, shall be additional rent due hereunder.

17. RENTER'S INSURANCE. Landlord shall not be responsible for insuring Tenants' or Tenants' permitted visitors' personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. Tenants, at Tenants' own cost and expense, shall (as of the date of possession) procure and maintain throughout the term of this Lease a renter's insurance policy for the Premises with personal liability insurance in the amount of One Hundred Thousand Dollars (\$100,000). Such policy shall list Landlord as additionally insured. The insurance provided herein shall be affected by valid and enforceable policies fully paid by Tenants, and certificates thereof shall be delivered to Landlord no later than the commencement of the term of this Lease. Failure of Tenants to supply or maintain said insurance shall constitute an event of default hereunder.

18. INSPECTION OF PREMISES, RIGHT OF ENTRY. Landlord and Landlord's agents shall have the right upon 24 hours' notice to Tenants (and immediately, in case of emergency) during the term of this Lease and any renewal thereof to enter the Premises for the purpose of (i) inspecting the Premises, the Property and all buildings and improvements thereon; (ii) making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises and/or the Property; and/or (iii) showing the Premises to any prospective tenants, mortgagee or any of their agents. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or

regulations affecting the Premises.

- 19. SUBORDINATION OF LEASE.** This Lease and Tenants' interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Property and/or Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. The Tenants will execute any instruments which may be deemed necessary to further effect the subordination of this Lease to any such mortgages, including but not limited to, estoppels certificates and subordination, attornment and non-disturbance agreements. A refusal by the Tenants to execute such instruments is a default under this Lease. If, in connection with the obtaining of financing regarding the Property and/or Premises, any lending institution shall request reasonable modifications of this Lease as a condition of such financing, Tenants covenant that it shall not unreasonably withhold, delay or condition its consent to such modifications, provided that such modifications do not increase the obligations, or materially and adversely affect the rights, of Tenants under this Lease.
- 20. TENANT'S HOLD OVER.** If Tenants remain in possession of the Premises without the consent of Landlord after the expiration of the term of this Lease or after same is terminated pursuant to the terms hereof, Tenants shall immediately pay to Landlord a monthly rental payment equal to one hundred fifty percent (150%) of the current monthly Rent (the "Hold Over Rent"). In the event Landlord shall receive and accept such Hold Over Rent, Tenants shall be deemed a month-to-month Tenant only. Such month-to-month tenancy may be terminated by Landlord or Tenants upon either notifying the other at least one month before the expiration of the term of such party's election to terminate.
- 21. SURRENDER OF PREMISES.** Upon the expiration of the Term (or any applicable Renewal Period) or after same is terminated pursuant to the terms hereof, Tenants shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, free of occupancy and broom swept, with all bathrooms and appliances cleaned, reasonable use and wear and tear thereof and damages by the elements excepted. Tenants shall be notified in writing of Tenants' opportunity to request an inspection before vacating the Premises and of the Tenants' right to be present at the inspection. If the Tenants request such an inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. The Landlord shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, the Landlord shall provide the Tenants with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the Deposit (if any). The Tenants shall have the opportunity to cure any such condition before the end of the tenancy. Within fourteen (14) days after the Tenants have vacated the Premises, the Landlord shall provide the Tenants with an itemized statement indicating the basis for the amount of the Deposit retained, if any, and shall return any remaining portion of

the Deposit to the Tenants. If a Landlord fails to provide the Tenants with the statement and deposit within fourteen (14) days, the Landlord shall forfeit any right to retain any portion of the Deposit.

22. QUIET ENJOYMENT. Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' obligations contained herein, shall peacefully and quietly enjoy said Premises for the term hereof.

23. INDEMNIFICATION. Except arising out of the gross negligence of willful misconduct of Landlord or its agents, Landlord shall not be liable for any damage or injury of or to Tenants, family, guests, occupants, invitees, agents or employees or to any person entering the Premises, the Property or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenants hereby agree to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

24. TENANTS DEFAULTS AND LANDLORD'S REMEDIES. Except for the non-payment of Rent, Landlord may give five (5) days written notice to Tenants to correct any of the following defaults: (i) improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use or user of the Premises; (ii) improper conduct by Tenants or other occupant of the Premises; and/or (iii) failure to fully perform any other term in the Lease or any Rider/Addendum annexed hereto.

If Tenants fail to correct any default in this Section within the five (5) days, Landlord may terminate this Lease by giving Tenants a ten (10) day written notice stating the date the Term will end. On that date, the Term and Tenants' rights in this Lease automatically end and Tenants must leave the Premises and give Landlord the keys. Tenants continue to be responsible for rent, expenses, damages and losses as set forth in this Lease.

Once Landlord has issued two (2) Notices of Default in any twelve (12)-month period any subsequent default by Tenants thereafter will be considered a material breach of this lease. Tenants hereby waive any further Notice of Default for any subsequent default within a twelve (12)-month period and Landlord may immediately commence summary eviction proceedings.

In the event Tenants default on any of the Lease terms and provisions, the Tenants are responsible for attorneys' fees, costs and disbursements associated with collection efforts, whether or not a summary proceeding is commenced. **There will be a minimum charge of \$350.00 for any matter that is sent to Landlord's attorney for legal proceedings including any letters, notice or other proceedings.** These fees, costs and disbursements are the sole responsibility of the Tenants and if not paid, the Landlord shall have all rights and remedies against Tenants as permitted by law.

If Tenants fail to pay rent by the first day of any month, a Fourteen (14) Day Notice may be served and if rent is not paid in full pursuant to said Notice, legal proceedings to terminate the Lease will commence. The Tenants are responsible for all attorneys' fees, costs and disbursements associated with any legal action commenced.

If Tenants fail to pay the rent in full by the 5th day of the month, Landlord may charge a "late fee" in an amount which is equal to five percent (5%) of the past due payment. Total late fees for any given month may not exceed the maximum amount allowable under applicable law. If any late payment fee under this Section exceeds an amount specifically set by applicable law, local regulation or ordinance, this Section shall be amended automatically to reflect the maximum amount allowable. The parties agree that all late payments pursuant to this Section represent a reasonable approximation of the damages Landlord is likely to suffer from said late payments. Notwithstanding this Section, Landlord does not waive any right to insist on full and prompt payment of all amounts due under this Lease.

If any check offered by Tenants to Landlord is returned, or a stop payment issued, Tenants may be charged a fee of \$50.00 for each returned check, which shall be considered "added rent."

If the Lease is canceled, or rent or added rent is not paid on time, or Tenants vacate the Premises, Landlord may, in addition to other remedies, take any of the following steps: (i) use dispossession, eviction or other lawsuit methods to take back the Premises; and (ii) to the extent permitted by law, enter the Premises and remove Tenants and any person or property.

If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowance to the new Tenants. Tenants shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, cleaning, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenants shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to reduce the amount of money due from the Tenants. Tenants waive all rights to return to the Premises after possession is given to the Landlord by a Court.

25. ABANDONMENT. If at any time during the term of this Lease, Tenants abandon the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenants, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenants liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net

rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenants, then Landlord shall consider any personal property belonging to Tenants and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

- 26. NO RECORDING OF LEASE.** Tenants shall not record this Lease in the public records of any public office. In the event that Tenants shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 27. GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the laws of the State of New York.
- 28. SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby but instead shall be enforced to the maximum extent permitted by law.
- 29. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 30. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of Landlord or Tenants.
- 31. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 32. NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenants' duties and liabilities hereunder.
- 33. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 34. LANDLORD CONSENT.** To extent that any provision herein requires Landlord consent, such consent may be given, withheld or conditioned in Landlord's sole discretion.
- 35. COUNTERPARTS.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

36. CERTIFICATE OF OCCUPANCY. Tenants acknowledge that they have received a copy of the Certificate of Occupancy for the Premises, a copy of which is attached hereto. Landlord represents that the Premises have Smoke Detectors and Carbon Monoxide Detectors as required by applicable law, rule or regulation.

37. GUARANTY. A personal Guaranty is not required by Landlord from Tenants.

38. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given in person or if sent by United States certified mail, return receipt requested, or by overnight delivery or courier service, addressed as follows:

If to Landlord to:

Town Supervisor
Union Vale Town Hall
249 Duncan Road, LaGrangeville, NY 12540

If to Tenant to:

Jason Woodcock and Christine Woodcock
11 Tymor Park Road, LaGrangeville, NY 12540

Landlord and Tenants shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

39. CONDEMNATION. If all of the Premises is taken or condemned by a legal authority, the Term and Tenants' rights hereunder shall end as of the date the authority takes title to the Premises. If any portion of the Premises is so taken or condemned, Landlord may cancel this Lease on notice to Tenants. The notice shall set a cancellation date not less than thirty (30) days from the date thereof. Tenants must deliver the Premises to Landlord in the condition required hereunder on the cancellation date, together with all Rent due to that date. The entire award for any taking belongs to Landlord. Tenants assign to Landlord any interest Tenants may have to any part of the award and Tenants shall make no claim for the value of the remaining part of the Term.

40. LIMIT OF RECOVERY. Tenants are limited to Landlord's interest in the Premises for payment of a judgment or other court remedy against Landlord.

41. SPRINKLER SYSTEM NOTICE. Pursuant to NYS Real Property Law Section 231-a, Landlord hereby discloses that the building within which the leased Premises are located does not have a sprinkler system.

IN WITNESS WHEREOF, Landlord and Tenants have respectively signed and sealed these presents the day and year first above written.

Landlord:

TOWN OF UNION VALE

By: _____
Steve Frazier, Supervisor

Tenants:

Jason Woodcock

Christine Woodcock

WOOD STOVE / PELLET STOVE INSTALLATION ADDENDUM

This Addendum is incorporated into the Lease Agreement made and effective as of the 1st day of May, 2026, by and between the TOWN OF UNION VALE (“Landlord”) and JASON WOODCOCK and CHRISTINE WOODCOCK (“Tenants”) for the premises located at 11 Tymor Park Road, LaGrangeville, New York 12540.

1. No Installation Without Written Consent.

A. Tenants shall not install, modify, or replace any wood stove, pellet stove, chimney, or venting system (collectively the “Stove”) without Landlord’s prior written consent, which may be withheld for any reason.

2. Permits, Codes, and Insurance.

A. If consent is granted, Tenants must:

- i. Obtain all required permits and approvals at Tenants’ sole cost and expense.
- ii. Ensure installation complies with all applicable local and New York State laws, codes, rules, regulations and manufacturer specifications as well as any building codes, fire codes, manufacturer specifications, and insurance requirements.
- iii. Provide Landlord with copies of all permits, inspection reports, and installation certifications before use.
- iv. Maintain renter’s insurance with liability coverage of at least \$100,000 naming Landlord as an additional insured.

3. Professional Installation Only.

A. Installation must be performed by a licensed, bonded, and insured contractor approved in writing by Landlord.

4. Ongoing Maintenance and Inspections.

A. Tenants shall arrange and pay for professional cleaning and inspection of the stove, chimney, and venting system at least once annually, or more frequently if required by law or Landlord, prior to November 1st. Any cleaning or inspection shall be completed by a qualified professional at Tenants’ sole cost and expense. Cleanings shall be arranged with Parks Manager to ensure compliance. Written proof must be provided within 10 days of each service.

B. A 10-pound dry powder fire extinguisher shall be located at the room entrance at all times.

C. Firewood must be stored outdoors away from the house and brought in as needed to minimize the exposure to hidden insects.

5. Liability and Risk.

A. Tenants assume full responsibility and liability for any damage, injury, or loss caused by the installation, use, or maintenance of the stove. Landlord shall not be liable for any direct or indirect consequences of the Stove's presence or operation.

6. Right to Revoke Permission.

A. Landlord may revoke permission to use the Stove at any time if, in Landlord's sole judgment, it poses a safety risk, it violates the lease terms, it is in violation of any local or New York State Codes, Rules, Laws and/or Regulations, or is not properly maintained. Tenants must immediately discontinue use upon notice.

7. Removal and Restoration.

A. Upon termination of tenancy or revocation of permission, Tenants shall NOT remove the Stove. Any and all installations of a Stove shall be and become the property of the Landlord and shall remain on the Premises. Landlord may perform any necessary work not completed by Tenants and deduct costs from Tenants' security deposit or pursue additional recovery.

8. Indemnification.

A. To the extent permitted by law, Tenants shall indemnify, defend, and hold harmless Landlord from any and all claims, damages, costs, and/or attorney's fees, arising from the installation, use, maintenance, or removal of the Stove, unless caused solely by Landlord's negligence.

9. Tenants' Failure to Act.

A. If Tenant fails to perform any of the above items, Landlord may perform the work and deduct costs from Tenant's security deposit and/or pursue additional recovery as permitted by law.

Landlord Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____