

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this 22nd day of March, 2011 between FRANCES A. DEBONIS, A.L. DEBONIS and ROSEMARY ALLEN (hereinafter collectively referred to as "DeBonis"), the owners of a parcel of residential property located at 31 Merritt Avenue, Millbrook, New York 12545 (hereinafter referred to as the "Property"), and the VILLAGE OF MILLBROOK, a municipal corporation organized under the laws of the State of New York, having an office a 35 Merritt Avenue, Millbrook, New York 12545 (hereinafter "the Village").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties herein agree as follows:

1. The Village shall be obligated to complete the following matters of work, and pay for all necessary expenses in connection with such work, without cost to DeBonis, as follows:
  - a. DeBonis will inform the Village, in writing, the intended arrival date of their landscaper. Within five (5) calendar days of landscaper's arrival, the Village will install a drainage ditch on the DeBonis Property at a location to be determined by the landscaper retained by DeBonis (hereinafter referred to as the "DeBonis landscaper"). The drainage ditch will be installed in a workmanlike manner under the supervision of the DeBonis landscaper. The DeBonis landscaper will provide specifications for the drainage pipe, the filter fabric, the type and size of stone and the approximate width and depth of the ditch in advance so the Village, at its expense, can obtain the specified materials. The DeBonis landscaper will be compensated by the Village for his

supervisory role up to \$750.00 to be paid within 30 days from receipt of an invoice.

- b. At the time of the construction of the drainage ditch described in paragraph 1(a), the Village will remove the pipe and stone placed within the original ditch on the DeBonis Property and return the Property to rough grade.
  - c. Upon the completion of the obligations in paragraphs 1(a) and (b), above, and at least five (5) calendar days before the arrival of the DeBonis landscaper, the Village will remove all hay bales and any residual debris remaining from the excavation and will dig up the dead dogwood tree, remove the stump and fill the resulting hole back to existing grade. The Village acknowledges that it may need to bring additional fill in to complete this obligation.
2. The Village shall pay, at the time of signing of this agreement, to Frances A. DeBonis the sum of Ninety Thousand and 00/100 (\$90,000.00) Dollars in full settlement of all actions, suits or claims resulting from an oil discharge which affected the Property, the source of which was the Village property located at 35 Merritt Avenue, Millbrook, NY 12545.
  3. Simultaneously with the delivery of payment per paragraph (2), above, DeBonis shall execute an unconditional release in favor of the Village in the form attached hereto as **Exhibit A**.
  4. DeBonis will not be billed for water usage by the Village from the date of execution of this agreement through November 2011.
  5. The Village and its Trustees shall remain responsible for fully and completely performing all work and tasks required by the New York State Department of

Environmental Conservation ("DEC"), or the requirements, if any, of any other local, state or federal agency with jurisdiction, in connection with said oil discharge, even if it requires the Village to do additional work, at its expense, on the Property. This shall include the Village's removal, at the proper time, of the two (2) monitoring wells on the Property. A written opinion regarding the closure of the above referenced wells will be supplied by the village engineers to DeBonis prior to their removal. When either or both of these wells are removed, the Property shall be fully and completely restored by the Village, at its expense. The Village will make all efforts to have the 4" diameter well closed prior to the beginning of remediation of the DeBonis Property if the engineers using this well believe its use is no longer needed and provide that opinion in writing. Notification from the DEC that it has closed out the spill number assigned to this matter (spill number 0813879) shall be satisfactory proof that the Village had fully and completely performed all work required by the DEC.

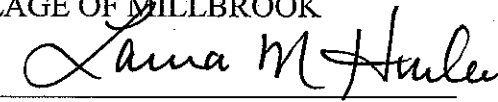
6. This Agreement shall be interpreted under the laws of the State of New York. Any litigation under this Agreement shall be resolved in the trial courts of Dutchess County, State of New York.
7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
8. **Miscellaneous.**
  - a) This Agreement shall supersede any other agreement, written or oral, pertaining to the matters covered herein.


- b) This Agreement or any of its provisions may not be amended or modified for any purpose, other than by a written agreement executed by both the Village and DeBonis.
- c) This Agreement shall be binding on the parties and their respective successors and assigns.
- d) The Village has obtained the complete authority from its governing board or members to execute this stipulation.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names, the date and year set forth above.

  
FRANCES A. DEBONIS

VILLAGE OF MILLBROOK

By:   
LAURA M. HURLEY, Mayor

  
A.L. DEBONIS

  
ROSEMARY ALLEN

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Dutchess )

On the 22<sup>nd</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared Frances A. De Bonis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

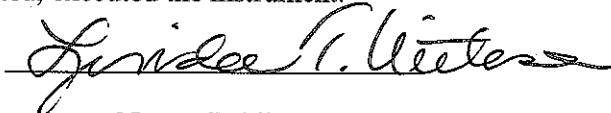
LINDA T. WILTSE  
Notary Public, State of New York  
No. 01W16196234  
Qualified in Dutchess County  
Commission Expires 11/10/2012

  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Dutchess )

On the 22<sup>nd</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared A.L. De Bonis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

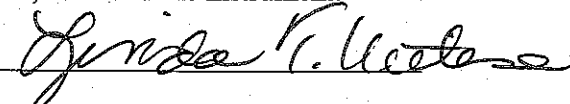
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STATE OF NEW YORK )  
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COUNTY OF Dutchess )

On the 22<sup>nd</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared Rosemary Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

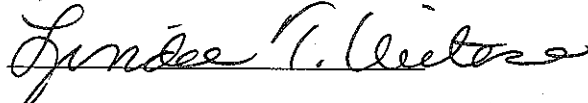
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STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF Dutchess    )

On the 22<sup>ND</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared Laura M. Hurley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

*To all to whom these Presents shall come or may Concern,  
Know That*

**FRANCES A. DEBONIS, A.L. DEBONIS and ROSEMARY ALLEN**, owners of a parcel of residential property located at 31 Merritt Avenue, Millbrook, New York 12545, collectively referred to herein as **RELEASOR**

in consideration of the sum of **NINETY THOUSAND and 00/100 (\$90,000.00)** Dollars and other good and valuable consideration

received from **VILLAGE OF MILLBROOK**, 35 Merritt Avenue, Millbrook, New York 12545, referred to herein as **RELEASEE**,

receipt whereof is hereby acknowledged, releases and discharges **the Village of Millbrook**, the **RELEASEE**, **RELEASEE's** trustees, heirs, executors, administrators, successors, officers and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the **RELEASEE**, the **RELEASOR**, **RELEASOR'S** successors, heirs, executors, administrators and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the end of the date of this **RELEASE** **except** that the **Village of Millbrook**, its trustees, heirs, executors, administrators, successors, officers and assigns remain liable and shall complete all obligations set forth in a Settlement Agreement between the **RELEASOR** and **RELEASEE** dated March 22, 2011.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this **RELEASE**.

This **RELEASE** may not be changed orally.

In Witness Whereof, the **RELEASOR** has hereunto set **RELEASOR'S** hand and seal on the 22nd day of March 2011.

In presence of:

  
FRANCES A. DEBONIS

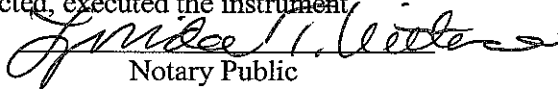
  
A.L. DEBONIS

  
ROSEMARY ALLEN

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Dutchess )

On the 22<sup>ND</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared Frances A. DeBonis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

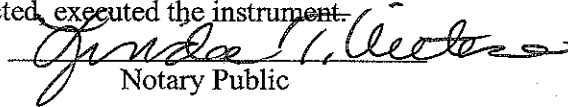
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COUNTY OF Dutchess )

On the 22<sup>ND</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared A. L. DeBonis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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On the 22<sup>ND</sup> day of March 2011, before me, the undersigned, a notary public in and for said state, personally appeared Rosemary Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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