Land Stewardship Agreement Between the Wallkill Valley Land Trust and the Town of Gardiner.

Wallkill Valley Land Trust
Physical Location:
40 Sunset Ridge, Suite 220
New Paltz, NY 12561
Mailing Address:
PO Box 208, New Paltz, NY 12561

Town of Gardiner

Address: 2340 Route 44/55
Gardiner, NY 12525

Date: May 13, 2026

1. The Wallkill Valley Land Trust (WVLT,) an Independent land trust will, as an outside contractor, monitor for the Town of Gardiner, its conservation easements and properties owned in fee for the purpose of conservation, for changes and violations.

The term of this agreement shall be the current calendar year it is entered into, ~~one year,~~ commencing on the date this agreement is signed and ending on December 31, 2026.

The WVLT will produce and deliver to the Town of Gardiner a monitoring report for each property for every monitoring visit this year (2026) in connection with the Town of Gardiner's conservation easements and properties owned in fee for the purpose of conservation.

A list of the properties to be monitored is annexed hereto as Appendix A.

Monitoring reports will contain a written description of conditions found on the ground at the property, mapping to indicate the locations of the visits and photos to capture conditions and activities as found at the visit.

The monitoring reports will include, if there is a violation found against any easement, a written recommendation for effective action and documentation necessary for the Town to use to enforce the conservation easement.

In the case of fee lands, the report will document conditions, and activities as found. Going forward, changes will be noted and compared to past visits.

Each monitoring report, including recommendations if any, shall be delivered electronically to the Town of Gardiner within 30 days of the site visit by WVLT.

All included properties will be monitored before December 31, 2026.

2. The WVLT will report to and take instructions from the designated representative of the Gardiner Community Preservation Advisory Board or other members of the Committee if the designated representative is unavailable. WVLT shall provide monitoring reports and related information directly to the Gardiner Community Preservation Advisory Board. Upon request from the Advisory Board, WVLT may also provide such reports or information to other Town departments or officials, including but not limited to the Building Department, Planning Board, or Code Enforcement.

3. **WVLT will be contacting all land owners whose properties are subject to Conservation Easements held by the Town of Gardiner,** to inform them of scheduled monitoring visits using the contact information of the land owners as provided by the Town of Gardiner. Said notification will be made using the US Postal Service by regular mail. Monitoring will take place on the scheduled day and time whether or not the landowner responds to the written notification. Scheduling can be modified if the landowner contacts WVLT and asks for a different day and time.

The Gardiner Community Preservation Advisory Board's designated representative will also be informed of days and times scheduled, and will be invited to join monitoring visits.

4. **Wallkill Valley Land Trust can, when requested in writing, create baseline documentation reports for new conservation easement properties acquired by the Town of Gardiner and/or for existing conservation easements without baseline documentation.** Time, and the cost of materials needed to create the report(s) will be an additional charge based on the hourly rates set forth below.

WVLT can also, when requested, create current condition reports. These are reports meant to update existing baseline documentation. Time and the cost of materials needed to create the report(s) will be an additional charge based on the same hourly rate as set forth below.

5. **Unless otherwise instructed, the WVLT will perform these tasks to the same standard required of land trusts by the U.S. Internal Revenue Service and the Land Trust Alliance.**

6. **The WVLT will charge** $95.00 per hour for the above services, including travel time, during the term of this agreement as set forth above. Invoices clearly itemizing the date work was done, actions taken and time spent will be submitted to the Town every third month (quarterly) during the term of this agreement.
The maximum charge for monitoring services only, through December 31, 2026, will not exceed $7,000. This price will include the monitoring of all the Town-held conservation easements and lands owned by the Town in fee, as described in Appendix A. This assumes that the Town has provided WVLT with addresses and maps with which to monitor each parcel if any information has changed from the previous year. Full baseline documentation reports, or conditions reports, if requested, will be an additional charge at the same rate.

7. The WVLT and the Town agree that WVLT employees, agents, contactors, subcontractors and/or consultants, are independent contractors and not employees of the Town. WVLT agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the Town. The Town agrees that neither it, nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the WVLT.

8. Prior to commencement of their work, WVLT shall provide the Town of Gardiner updated proof that they have renewed a general liability insurance policy with minimum coverage of one million dollars per individual and two million dollars per incident.
As requested by the Town of Gardiner, WVLT has added an extension of our coverage for claims by 3rd parties for bodily injury or property damage caused directly by WVLT employees. This additional coverage comes at an estimated cost to WVLT of $300 a year to be billed starting this year, 2026 after this contract is signed (WVLT will send an invoice), which expense the Town of

Gardiner agrees to cover. The Town of Gardiner has been named as an additional insured, on a Primary and Non-Contributory basis.

9. No Third-Party Beneficiary: This Agreement between WVLT and the Town is not intended to create any benefit or interest in any third party.

This Instrument constitutes the entire agreement of the parties with respect to the subject matter addressed above. All prior understandings are merged in this agreement It may not be modified except by a written instrument executed by both parties. It has been entered into after each party has had an opportunity to consult with their own legal counsel.

If this proposal is accepted by the Town Board of the Town of Gardiner, and the Wallkill Valley Land Trust, both the Town and WVLT may sign this proposal and it will act as an agreement for contracting the services of WVLT as set forth above.

It is understood that, except for the one-year term set forth above, no other work or services shall be undertaken absent a new agreement between the parties.

Town of Gardiner	**Wallkill Valley Land Trust**
Town Supervisor	Executive Director
Title	**Title**
Michael Hartner	Christie DeBoer
Print Name	**Print Name**
_____	_____
Signature	**Signature**
_____	_____
Date	**Date**