

AGENDA - TOWN BOARD MEETING

February 24, 2022

7:30 pm

REGULAR MEETING:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ACCEPTANCE OF MINUTES

- 1. Public Hearing- Introductory Local Law No. 1 of 2022 (Short Term Rental Property) February 10, 2022**
- 2. Public Hearing – Introductory Local Law No. 2 of 2022 (Sanitary Sewer User Charge System) – February 10, 2022**
- 3. Regular Meeting- February 10, 2022**

CORRESPONDENCE:

BRITANY JONES – Community Outreach, Memorycare.com. Email dated February 10, 2022 to the Clerk regarding memory care resources for veterans.

KIMBERLEY DECKER – Secretary, Township of Vernon Land Use Board. Notice of a Public Hearing regarding a land Use Board Hearing on Reexamination of Municipal Master Plan and Adoption of Reexamination Report.

REGINA FELICIANO- Resident, Town of Warwick. Letter to the Town Board dated February 11, 2022 accepting the position of the ZBA Recording Secretary for the Town of Warwick for the year 2022.

MICHAEL SWEETON – Supervisor, Town of Warwick. Press release dated February 15, 2022 for a Request for proposal regarding employment of Facility Manager for the former Kutz Camp.

MICHAEL VILLAROSA – Principal Engineer, Orange County Department of Public Works. Email dated February 14, 2022 to the Clerk regarding a letter sent to the county about a proposed speed reduction at a development off Old Dutch Hollow Road and informing them of a response from NYSDOT has determined no reduction along the requested roadways of Lake Street and Greenwood Avenue.

KINGSLEY ONYECHE – Transportation Analyst, NY Department of Transportation. Letter dated February 11, 2022 to Michael Villarosa, P.E of Orange County Department of Public Works regarding Study #822-6298/ File #: 33.37-180 Speed Studies; Town of Warwick, Orange County T21-312. As a result of their review, NYSDOT has determined that a linear speed limit of 20 MPH is not appropriate for Lake Street and Greenwood Lake Ave.: therefore, they will remain part of an area speed limit of 30 MPH.

DEBORAH A. YOUNG – President, Friends of Cascade Lake, Inc. Email dated February 16, 2022 to the Clerk regarding the Town Board Workshop for March 24, 2022. The FOCL organization would like to participate in a board workshop to share what they hope to accomplish, hear what the Board would like to see in place so they can collaborate and coordinate the Town's goals with the goals and efforts of the FOCL organization, and learn what the Town Board is already doing or planning to do with respect to Cascade Lake Park.

DANIEL JOHNSON- CPA, NYS Unified Court System. Letter to the Supervisor dated January 5, 2022 requesting a copy of the audit of the local court's records for fiscal year ending in 2021 and a copy of the Town Board resolution acknowledging the required examination was conducted.

BONNIE KANE – Comptroller, Town of Warwick. Letter dated February 15, 2022 to the Town Board regarding the required 2021 Uniform Justice Court Audit for the Town of Warwick Justice Court financial records and dockets.

DEIDRE ELLIS – Clerk, Township of West Milford, County of Passaic, New Jersey. Email dated February 17, 2022 to the Clerk regarding the introduction of Ordinance 2022-012 an Ordinance of the Township of West Milford, county of Passaic, state of New Jersey amending chapter 500 “zoning” of the revised general ordinances of the township to update as a permitted use, zoning areas for the cultivation, manufacturing, wholesale, distribution, retail and delivery of cannabis with the township.

KARA J. CAVALLO – Secretary, Jacobowitz & Gubits. Letter dated February 18, 2022 regarding Shoprite Supermarkets-Warwick Market Owners, LLC v. Town of Warwick File No. 3911-90U.

MARCY GIANATTASIO – RMC CMR, Vernon Township Municipal Clerk. Email regarding Ordinance #22-02 Approving Deed Vacating ROW and Easements 22-03 Ordinance West Shore Drive.

BONNIE KANE – Comptroller, Town of Warwick. Letter dated February 22, 2022 regarding an amendment to #R2022-54.

JOHN RADER – Lieutenant, Town of Warwick Police. Letter dated February 18, 2022 regarding surplus vehicles to be sold to Gove Deals.

MARK LUKASIK – Tectonic Engineering. Email dated February 16, 2022 to the Supervisor regarding Cascade Lake Dam- response to DEC 2022 letter.

BOARD'S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

Catch Basins	Royal Ct.	Replace lid on basin
Drainage	West Ridge Rd.	Clear drainage ditch
Tree Work	Bellvale Lakes Rd.	Clean up storm debris
	State School Rd.	Clean up storm debris
	Millers Ln.	Clean up storm debris
	Little York Rd.	Clean up storm debris
	Hambletonian Rd.	Clean up storm debris
Pot Holes	Town Wide	Fill with cold mix
Snow Plowing	Feb. 6, 2022	Plow and Sand Roads
	Feb. 19, 2022	Sand mountain routes
Vehicle Miant.	As needed	
Emerg. Repairs	As needed	
Road Signs	Town wide	Replace as needed
Mail Boxes	Town wide	Replace as needed
Haul Material	Stockpile	Haul road grit to stockpile
	GWL stockpile	
Water Dept.	Pine Island Park	Work with TAM to fix water leak

PARKS DEPARTMENT

ENVIRONMENTAL CONSULTANTS REPORT

COUNCILMAN DE ANGELO REPORT

COUNCILMAN KOWAL REPORT

COUNCILMAN GERSTNER REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY'S REPORT

TOWN CLERK'S REPORT

I would like to congratulate one of Warwick's younger residents, Jacqueline Arbogast for winning Top Prize along with her teammates representing the Academy of Holy Angels Trivia Team hosted by the School Sisters of Notre Dame. The girls won the general trivia competition and posted the highest score overall! Their \$100 prize, a donation to the School Sisters of Notre Dame charity of their choice went to Caroline House. The Connecticut-based organization empowers woman and children by providing education in English language and life skills

1. *Bid Proposal for Unit Prices to perform Emergency Repairs as a result of storm conditions for the Town of Warwick.

1. Ground Control Excavating
62 Waterbury Rd.
Warwick, NY 10990
(845) 661-8118
Bid Proposal: \$3,272.52

2. TAM Enterprises Inc
114 Hartley Road
Goshen, NY 10924
(845)294-8882
Bid Proposal: \$3,760.00

3. Earth-Tec Associates, INC.
P.O. Box 941
Vernon, New Jersey 07462
(973)827-1700
Bid Proposal: \$5,040.00

2. The vehicles listed below are no longer serviceable. These vehicles will be removed from the Town's insurance and sold to Gov Deals:

- 1. 2010 Ford Crown Victoria VIN #2FABP7BV9AX111385**
- 2. 2011 Ford Crown Victoria VIN #2FABP7BV0BX114466**
- 3. 2011 Ford Crown Victoria VIN #2FABP7BV1BX114458**
- 4. 2004 Chevrolet Tahoe VIN #1GNEK13Z14J277893**
- 5. 2004 Chevrolet Tahoe VIN #1GNEK13Z24J284349**
- 6. 2012 Chevrolet Caprice VIN # 6G1MK5U24CL600443**

SUPERVISORS REPORT

- 1. Comp Alliance Safety Award**
- 2. NYS DOT Rejection of Speed limit reduction**
- 3. Central Hudson Transmission Line maintenance**
- 4. New Publication-Warwick Observer**
- 5. Journal entries**
- 6. Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

- 1. ADOPT LOCAL LAW NO. 1 OF 2022 – ENTITLED AMEND CHAPTER 129 “SHORT TERM RENTAL PROPERTY”**
- 2. ADOPT LOCAL LAW NO. 2 OF 2022- ENTITLED AMEND CHAPTER 127 “SANITARY SEWER USER CHARGE SYSTEM”**

3. **APPOINT ZONING BOARD RECORDING SECRETARY- REGINA FELICIANO**
4. **PROMOTE TO MOTOR EQUIPMENT OPERATOR – DAVID RUDY**
5. **NOTIFY NEW YORK STATE OFFICE OF COURT ADMINISTRATION - JUSTICE COURT AUDIT**
6. **ACCEPT BID PROPOSAL FOR TOWN OF WARWICK EMERGENCY SERVICES- GROUND CONTROL EXCAVATING INC**
7. **RETAIN APPRAISER FOR TAX CERTIORARI PROCEEDING -SHOPRITE SUPERMARKETS-WARWICK MARKET OWNERS, LLC**
8. **AMEND #R2022-54 APPOINT CLERK – CIVIL SERVICE ASSISTANCE COVID 2022**
9. **AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – STOP DWI**
10. **AUTHORIZE THE SALE OF SIX SURPLUS POLICE VEHICLES – GOV DEALS**
11. **ACCEPT PROPOSAL – CASCADE DAM MAINTENANCE SCHEDULE**

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:

NOTICE TO BID

PLEASE TAKE NOTICE that the Town Board of the Town of Warwick, will receive sealed bids at the Town Hall, 132 Kings Highway, Warwick, NY for the following: **Proposals for unit prices to perform emergency repairs as a result of storm conditions for the Town of Warwick.**

Specifications for the bids may be emailed to you upon request or printed at townofwarwick.org. All sealed bids must be received by February 22, 2022 by 10:00am at which time these proposals will be opened and read.

All bidding shall be subject to the provisions of the General Municipal Law of the State of New York, as amended, and the Town Board reserves the right to accept a proposal that it considers to be in the best interest of the Town of Warwick.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF WARWICK, NEW YORK
EILEEN ASTORINO, TOWN CLERK**

February 2, 2022

Town of Warwick
 Emergency Contractor Selection 2022
 Emergency Repair FOR A TYPICAL FOUR HOUR WATER REPAIR PROJECT

Description	Unit	Quantity	Earth-Tec \$/unit	Ground Control \$/unit	TAM \$/unit
Equipment					
8 to 10 ton Excavator	hour	1	\$225.00	\$66.72	\$65.00
20 to 25 ton Excavator	hour	1	\$225.00	\$104.53	\$85.00
Impact Rammer (Jumping Jack Compactor)	hour	1	\$75.00	\$0.00	\$30.00
Tri-Axle Dump Truck	hour	1	\$150.00	\$93.88	\$45.00
Labor					
Laborer - Class 1 - per current PW schedule	hour	1	\$125.00	\$91.68	\$125.00
Laborer - Class 2 - per current PW schedule	hour	1	\$135.00	\$97.37	\$125.00
Operator - Class A - per current PW schedule	hour	1	\$145.00	\$121.85	\$140.00
Operator - Class B - per current PW schedule	hour	1	\$145.00	\$119.77	\$140.00

PW = prevailing wage

Description	Unit	Quantity	Earth-Tec \$/unit	Ground Control \$/unit	TAM \$/unit
Equipment					
8 to 10 ton Excavator	hour	4	\$900.00	\$266.88	\$260.00
20 to 25 ton Excavator	hour	4	\$900.00	\$418.12	\$340.00
Impact Rammer (Jumping Jack Compactor)	hour	4	\$300.00	\$0.00	\$120.00
Tri-Axle Dump Truck	hour	4	\$600.00	\$375.52	\$180.00
Labor					
Laborer - Class 1 - per current PW schedule	hour	4	\$500.00	\$366.72	\$500.00
Laborer - Class 1 - per current PW schedule	hour	4	\$500.00	\$366.72	\$500.00
Laborer - Class 2 - per current PW schedule	hour	4	\$540.00	\$389.48	\$500.00
Laborer - Class 2 - per current PW schedule	hour	4	\$540.00	\$389.48	\$500.00
Operator - Class A - per current PW schedule	hour	4	\$580.00	\$487.40	\$560.00
Operator - Class B - per current PW schedule	hour	4	\$580.00	\$479.08	\$560.00

TOTAL (excluding cost of 8 to 10 ton Excavator for all companies)

\$5,040.00

\$3,272.52

\$3,760.00

Town of Warwick
 Emergency Contractor Selection 2022
 Emergency Repairs

Description	Unit	Quantity	Earth-Tec \$/unit	Ground Control \$/unit	TAM \$/unit
Equipment					
8 to 10 ton Excavator	hour	1	\$175.00	\$66.72	\$65.00
20 to 25 ton Excavator	hour	1	\$225.00	\$104.53	\$85.00
Excavator with hydraulic hammer	hour	1	\$375.00	\$155.00	\$205.00
30 to 40 ton Excavator	hour	1	\$215.00	\$145.23	\$155.00
Front End Loader with Side Dump Bucket	hour	1	\$185.00	\$60.77	\$60.00
Front End Loader (less than 5 yards)	hour	1	\$200.00	\$55.77	\$60.00
Front End Loader (greater than 5 yards)	hour	1	\$175.00	\$75.00	NA
15 to 20 ton Vibratory Smooth Drum Roller	hour	1	\$175.00	\$38.88	\$55.00
Impact Rammer (Jumping Jack Compactor)	hour	1	\$75.00	60.00	\$30.00
16" Plate Compactor	hour	1	\$75.00	\$25.00	\$30.00
Robotic Compactor	hour	1	\$125.00	\$30.00	\$50.00
Tri-Axle Dump Truck	hour	1	\$150.00	\$93.88	\$45.00
Tractor Trailer with Dump Trailer	hour	1	\$175.00	\$110.00	\$70.00
Tractor Trailer Low Boy	hour	1	\$200.00	\$110.00	\$70.00
Service Truck	hour	1	\$125.00	\$75.00	\$115.00
Labor					
Laborer - Class 1 - per current PW schedule	hour	1	\$125.00	\$91.68	\$125.00
Laborer - Class 2 - per current PW schedule	hour	1	\$135.00	\$97.37	\$125.00
Operator - Class A - per current PW schedule	hour	1	\$145.00	\$121.85	\$140.00
Operator - Class B - per current PW schedule	hour	1	\$145.00	\$119.77	\$140.00
Teamster - Group 1 - per current PW schedule	hour	1	\$105.00	\$98.96	\$125.00
Teamster - Group 1A - per current PW schedule	hour	1	\$95.00	\$100.44	\$125.00
Teamster - Group 4 - per current PW schedule	hour	1	\$105.00	\$97.81	\$125.00
Supervisor	hour	1	\$115.00	\$120.00	\$155.00
Material					
Item 4	ton	1	\$25.00	\$12.00	\$45.00
3/4" stone	ton	1	\$40.00	\$15.60	\$45.00
1-1/2" stone	ton	1	\$40.00	\$19.20	\$45.00
Rip rap (light)	ton	1	\$45.00	\$18.00	\$45.00
Rip rap (medium)	ton	1	\$55.00	\$18.00	\$45.00
15" HDPE	lf	1	\$30.00	\$18.56	NA
18" HDPE	lf	1	\$45.00	\$27.93	NA
24" HDPE	lf	1	\$60.00	\$40.16	NA
30" HDPE	lf	1	\$75.00	\$60.50	NA
36" HDPE	lf	1	\$100.00	\$74.49	NA
48" HDPE	lf	1	\$175.00	\$134.98	NA
60" HDPE	lf	1	\$250.00	\$166.38	NA

PW = prevailing wage

 included with laborer

EARTH-TEC ASSOCIATES, INC.

P.O. BOX 941
VERNON, NJ 07462
(973) 827-1700
FAX (973) 764-9373

February 21, 2022

Town of Warwick
Attn: Town Clerk
132 Kings Highway
Warwick, NY 10990

Re: Town of Warwick-Emergency Repairs/Results of Storm Conditions-2022

Dear Town Clerk:

We are pleased to present the following proposal for Unit Prices for Emergency Repairs for year 2022 from Storm Conditions for the Town of Warwick. Work includes all the Labor, Material and Equipment to complete the following.

See Exhibit A.

Excluded from this quote are the following:

- 1) Bond, Permits and Fees.
- 2) Engineering, Layout and cut Sheets.
- 3) Testing of any kind.
- 4) Any rock removal as may be required by blasting or other means. Rocks shall be as defined by D.O.T. standards.
- 5) Shoring and Bracing
- 6) Price assumes that the Cut and Fill Material is suitable for Filling and Backfilling.
- 7) Removal of any hazardous material.
- 8) This agreement is Limited to specific items of work listed and unless specifically stated does not cover any ancillary items.

Contractor shall quote on additional items of work not covered in this proposal on a contractual or time and material basis. Equipment rental rates for extra work will be provided before a final contract is reached.

Any Additional Insurance Requirements or Special Wording on Insurance Certificate that incurs an additional charge to Earth-Tec Associates, Inc. will be charged to the customer accordingly.

Prices will remain in effect for 30 days from proposal date. *Due to the high volatility in petroleum products prices on raw materials such as asphalt and other petroleum based products are subject to change with notice. We will notify you according to these increases.*

This proposal does not include Sales Tax, if applicable it will be charged at the rate of 8.125% for New York.

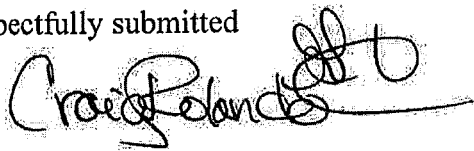
This proposal assumes that the project will progress steadily from start to finish without interruption. In the event the project is phased by the owner, all prices will be subject to renegotiation.

All invoices are due upon presentation and all invoices not paid upon presentation shall be charged interest at the rate of 1.5% per month (18 % annually). Earth-Tec Associates now accepts Credit Cards Payments both Visa and Master Charge at rate of .04% of Invoiced Amount. All wired payments will accessed at a rate of .04% of total amount due. Attorney fees for review of customers extended contracts will be an additional charge

If this proposal is satisfactory, contact this office so that we may finalize the contract.

We are prepared to begin work immediately upon receipt of a fully executed contract.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Craig E. Rolando", with a stylized flourish at the end.

Craig E. Rolando
Vice President
CER:gh

To: Town of Warwick
 Job Name: Town of Warwick Emergency Repairs

Description	Unit	Quantity	\$/unit
Equipment	hour	1	
8 to 10 ton Excavator	hour	1	175.00
20 to 25 ton Excavator	hour	1	225.00
Excavator with hydraulic hammer	hour	1	375.00
30 to 40 ton Excavator	hour	1	215.00
Front End Loader with Side Dump Bucket	hour	1	185.00
Front End Loader (less than 5 yards)	hour	1	200.00
Front End Loader (greater than 5 yards)	hour	1	175.00
15 to 20 ton Vibratory Smooth Drum Roller	hour	1	175.00
Impact Rammer (Jumping Jack Compactor)	hour	1	75.00
16" Plate Compactor	hour	1	75.00
Robotic Compactor	hour	1	125.00
Tri-Axle Dump Truck	hour	1	150.00
Tractor Trailer with Dump Trailer	hour	1	175.00
Tractor Trailer Low Boy	hour	1	200.00
Service Truck	hour	1	125.00
Labor			
Laborer - Class 1 - per current PW schedule	hour	1	125.00
Laborer - Class 2 - per current PW schedule	hour	1	135.00
Operator - Class A - per current PW schedule	hour	1	145.00
Operator - Class B - per current PW schedule	hour	1	145.00
Teamster - Group 1 - per current PW schedule	hour	1	105.00
Teamster - Group 1A - per current PW schedule	hour	1	95.00
Teamster - Group 4 - per current PW schedule	hour	1	105.00
Supervisor	hour	1	115.00
Material			
Item 4	ton	1	25.00
3/4" stone	ton	1	40.00
1-1/2" stone	ton	1	40.00
Rip rap (light)	ton	1	45.00
Rip rap (medium)	ton	1	55.00
15" HDPE	lf	1	30.00
18" HDPE	lf	1	45.00
24" HDPE	lf	1	60.00
30" HDPE	lf	1	75.00
36" HDPE	lf	1	100.00
48" HDPE	lf	1	175.00
60" HDPE	lf	1	250.00

PW = prevailing wage



GROUND CONTROL EXCAVATING INC.

Ground Control Excavating Inc.

63 Waterbury Rd

Warwick NY 10990

www.groundcontrolexcavatinginc.com

February 21,2022

Town of Warwick
132 Kings Highway
Warwick, NY 10990

Dear Sirs,

Please find our enclosed proposal for the Emergency Repairs as a result of storm conditions.

Ground Control Excavating Inc. appreciates the opportunity to bid this work. Feel free to call and discuss at any time. (845)661-8118.

Sincerely,

Mark Potempa
Ground Control Excavating Inc.
(845)661-8118

NOTICE TO BID

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All bidding shall be subject to the provisions of the General Municipal Law of the State of New York, as amended, and the Town Board reserves the right to accept a proposal that it considers to be in the best interest of the Town of Warwick.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF WARWICK, NEW YORK
EILEEN ASTORINO, TOWN CLERK**

February 2, 2022

GCE

To: Town of Warwick
 Job Name: Town of Warwick Emergency Repairs

Description	Unit	Quantity	\$/unit
Equipment	hour	1	
8 to 10 ton Excavator	hour	1	\$66.72/hour
20 to 25 ton Excavator	hour	1	\$104.53/hour
Excavator with hydraulic hammer	hour	1	\$155.00/hour
30 to 40 ton Excavator	hour	1	\$145.23/hour
Front End Loader with Side Dump Bucket	hour	1	\$60.77/hour
Front End Loader (less than 5 yards)	hour	1	\$55.77/hour
Front End Loader (greater than 5 yards)	hour	1	\$75.00/hour
15 to 20 ton Vibratory Smooth Drum Roller	hour	1	\$38.88/hour
Impact Rammer (Jumping Jack Compactor)	hour	1	Included with laborer
16" Plate Compactor	hour	1	\$25.00/hour
Robotic Compactor	hour	1	\$30.00/hour
Tri-Axle Dump Truck	hour	1	\$93.88/hour
Tractor Trailer with Dump Trailer	hour	1	\$110.00/hour
Tractor Trailer Low Boy	hour	1	\$110.00/hour
Service Truck	hour	1	\$75.00/hour
Labor			
Laborer - Class 1 - per current PW schedule	hour	1	\$91.68/Hour
Laborer - Class 2 - per current PW schedule	hour	1	\$97.37/Hour
Operator - Class A - per current PW schedule	hour	1	\$121.85/Hour
Operator - Class B - per current PW schedule	hour	1	\$119.77/Hour
Teamster - Group 1 - per current PW schedule	hour	1	\$98.96/Hour
Teamster - Group 1A - per current PW schedule	hour	1	\$100.44/Hour
Teamster - Group 4 - per current PW schedule	hour	1	\$97.81/Hour
Supervisor	hour	1	\$120.00/Hour
Material			
Item 4	ton	1	\$12.00/ton
3/4" stone	ton	1	\$15.60/ton
1-1/2" stone	ton	1	\$19.20/ton
Rip rap (light)	ton	1	\$18.00/ton
Rip rap (medium)	ton	1	\$18.00/ton
15" HDPE	lf	1	\$18.56/lf
18" HDPE	lf	1	\$27.93/lf
24" HDPE	lf	1	\$40.16/lf
30" HDPE	lf	1	\$60.50/lf
36" HDPE	lf	1	\$74.49/lf
48" HDPE	lf	1	\$134.98/lf
60" HDPE	lf	1	\$166.38/lf

PW = prevailing wage

SUBMITTED BY:



To: Town of Warwick
 Job Name: Town of Warwick Emergency Repairs

(845) 294-8882 BCutler@tamententerprises.com

Description	Unit	Quantity	\$/unit
Equipment	hour	1	
8 to 10 ton Excavator	hour	1	\$65.00
20 to 25 ton Excavator	hour	1	\$85.00
Excavator with hydraulic hammer	hour	1	\$205.00
30 to 40 ton Excavator	hour	1	\$155.00
Front End Loader with Side Dump Bucket	hour	1	\$60.00
Front End Loader (less than 5 yards)	hour	1	\$60.00
Front End Loader (greater than 5 yards)	hour	1	N/A
15 to 20 ton Vibratory Smooth Drum Roller	hour	1	\$55.00
Impact Rammer (Jumping Jack Compactor)	hour	1	\$30.00
16" Plate Compactor	hour	1	\$30.00
Robotic Compactor	hour	1	\$50.00
Tri-Axle Dump Truck	hour	1	\$45.00
Tractor Trailer with Dump Trailer	hour	1	\$70.00
Tractor Trailer Low Boy	hour	1	\$70.00
Service Truck	hour	1	\$115.00
Labor			
Laborer - Class 1 - per current PW schedule	hour	1	\$125.00
Laborer - Class 2 - per current PW schedule	hour	1	\$125.00
Operator - Class A - per current PW schedule	hour	1	\$140.00
Operator - Class B - per current PW schedule	hour	1	\$140.00
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Teamster - Group 1A - per current PW schedule	hour	1	\$125.00
Teamster - Group 4 - per current PW schedule	hour	1	\$125.00
Supervisor	hour	1	\$155.00
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1-1/2" stone	ton	1	\$45.00
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15" HDPE	lf	1	N/A
18" HDPE	lf	1	N/A
24" HDPE	lf	1	N/A
30" HDPE	lf	1	N/A
36" HDPE	lf	1	N/A
48" HDPE	lf	1	N/A
60" HDPE	lf	1	N/A

PW = prevailing wage

Michael Sweeton

From: Lukasik, Mark <MLukasik@tectonicengineering.com>
Sent: Wednesday, February 16, 2022 2:08 PM
To: Michael Sweeton
Cc: Burke, Christopher; OMara, Casey
Subject: RE: Cascade Lake Dam - response to DEC 2022 letter
Attachments: 2022-02-10-draft CascadeLakeNYSDEC.pdf; 22-0097 Cascade Lake Dam Compliance_signed.pdf

Good afternoon-

Jumping back to this email thread to resume the conversation on the next steps for Cascade.

Attached please find:

1. Draft response letter to DEC.
2. Proposal for assorted services for Town consideration.

The idea remains consistent with past years.

The last proposal iteration was revisited and brought current.

I added a little more explanation as well to refresh on why various tasks are needed (the EA and prior emails with DEC were once somewhat contemporary with the email threads back/forth – now it is all just in the proposal).

As the Town has funds, let us know what tasks we can complete.

For budgeting, we priced it all out now.

As items drift to future years, the rates would just escalate.

Please take a look at the years programmed for the various compliance tasks.

if you have any desired changes, just let me know.

The way the tasks are currently staggered, budget is estimated as follows:

2022	2023	2024	2025
21,150	10,500	21,000	12,500

I can finalize for Warren at the end of the month and send.

The next EA comes due in 2026.

In theory, the current program should be complete by that point.

If you have any questions, just let me know.

Thanks

Mark

From: Michael Sweeton <msweeton@townofwarwick.org>
Sent: Thursday, January 27, 2022 1:05 PM
To: Lukasik, Mark <MLukasik@tectonicengineering.com>
Cc: Burke, Christopher <CBurke2@tectonicengineering.com>; OMara, Casey <COMara@tectonicengineering.com>
Subject: RE: Cascade Lake Dam - input on DEC 2022 letter

Thanks for the response. I will try to handle items 1 & 2 lthough I don't recall filing the AC before but I'll give it a crack.

RECEIVED

FEB 22 2022

Town of Warwick
Town Clerk

Please prepare the update for item 3.
Ok to resume item 4 as per chris.
Schedule inspection in item 5

Item 7 - update if necessary the cot of lower outlet assessment to determine how we make it operational.
Also lets hear what and how much it will cost to repair concrete.
The defining rock parameters et al need some explanation as to what that will do for us.

Thanks, mike

From: Lukasik, Mark <MLukasik@tectonicengineering.com>
Sent: Wednesday, January 26, 2022 10:11 AM
To: Michael Sweeton <msweeton@townofwarwick.org>
Cc: Burke, Christopher <CBurke2@tectonicengineering.com>; OMara, Casey <COMara@tectonicengineering.com>
Subject: RE: Cascade Lake Dam - input on DEC 2022 letter

Good morning Mike-

The letter appears to be similar and consistent with past correspondence. Our prior recommendations remain applicable.

1. EAP: the Town has been updating in past. The DEC has been requesting all dam owners update the DEC's box in the flowchart with the information they included in the letter. If other changes to the flowchart are warranted during Town review, please also update the DEC contact information. We can also perform if the Town no longer wishes to handle.
2. Annual Certification: the Town has been processing in the past. After reviewing the EAP, complete this form: https://www.dec.ny.gov/docs/water_pdf/damsacf2021.pdf
3. Condition rating: The concrete deterioration has accelerated. Warren skipped over the Town's various recent compliance activities and referred back to 2016. We can update the attached to reflect additional completed activities and add your input on future schedule and send the DEC correspondence prior to 2/28.
4. Seepage monitoring: Chris had recommended reducing the frequency to semi-annually. We can resume monitoring if you agree.
5. Formal safety inspection: Next inspection in accordance with the IMP would be the end of 2022.
6. Future activities: continued progress toward compliance is recommended. The condition rating assigned by the DEC can be upgraded by resolving the low-level outlet operation and performing the concrete maintenance.
7. We can complete additional tasks as the Town directs:
 - Low level outlet investigation
 - Concrete condition assessment and recommendations
 - Define rock parameters, survey measure dam geometry, and potentially update stability analysis

Please take a look at the above and attached and let me know a convenient time to speak.
Friday morning is fairly open on my end this week.

Thanks
Mark

Mark A. Lukasik, P.E.
VP Civil

Tectonic^T

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

ENGINEERING - SURVEYING - CONSTRUCTION INSPECTION

PO Box 37, 70 Pleasant Hill Rd.

Mountainville, New York 10953

T 845.534.5959 x2125 C 845.214.8287 F 845.534.5999

WWW.TECTONICEENGINEERING.COM mlukasik@tectonicengineering.com

[Download my outlook business card](#)

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From: Lukasik, Mark

Sent: Friday, January 21, 2022 5:49 PM

To: Michael Sweeton <msweeton@townofwarwick.org>

Cc: Chris Burke <CBurke2@tectonicengineering.com>; OMara, Casey <COMara@tectonicengineering.com>

Subject: RE: Cascade Lake Dam

Got it.

We will review and connect next week.

Thanks

Mark

From: Michael Sweeton <msweeton@townofwarwick.org>

Sent: Friday, January 21, 2022 3:29 PM

To: Lukasik, Mark <MLukasik@tectonicengineering.com>

Subject: FW: Cascade Lake Dam

See the inspection report. Let's talk next week on the response.

mike

From: Bekkering, Donna M (DEC) <Donna.Bekkering@dec.ny.gov>

Sent: Tuesday, January 18, 2022 10:29 AM

To: Michael Sweeton <msweeton@townofwarwick.org>; Dominitz, Alon (DEC) <alon.dominitz@dec.ny.gov>; Browne, Natalie S (DEC) <natalie.browne@dec.ny.gov>; Gonfa, Berhanu (DEC) <berhanu.gonfa@dec.ny.gov>;

AMack@orangecountygov.com; DGreene@orangecountygov.com; Shaw, Warren T (DEC) <Warren.Shaw@dec.ny.gov>

Subject: Cascade Lake Dam

Everyone,

Attached is a letter regarding the inspection of the Cascade Lake Dam. A hard copy will not follow.

Thank you,

Donna Bekkering

Environmental Program Specialist 1
EAP Coordinator
Program Emergency Response Coordinator
Division Of Water, Bureau Of Flood Protection & Dam Safety

New York State Department of Environmental Conservation

625 Broadway, Albany, NY 12233

P: 518-402-8121 | donna.bekkering@dec.ny.gov

www.dec.ny.gov |



**Department of
Environmental
Conservation**

Town of Warwick
132 Kings Highway
PO Box 489
Warwick, NY 10990

ATTN: Michael Sweeton, Supervisor

VIA EMAIL (MSweeton@townofwarwick.org)

February 16, 2022

**RE: PN 22-0097
CASCADE LAKE DAM
ONGOING COMPLIANCE
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK
PROPOSAL FOR DAM ENGINEERING SERVICES**

Dear Mr. Sweeton:

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic) is pleased to submit this Proposal to perform supplemental services at Cascade Lake Dam. As outlined in the Engineering Assessment (EA) prepared for this dam and as discussed with NYSDEC Dam Safety, continued implementation of the scheduled tasks is recommended. The following items are offered (actual services performed are contingent upon Town funds allocated during a fiscal year):

- Updated compliance schedule/calendar
- Semi-annual seepage monitoring
- Low-level outlet investigation (DPW will locate or obtain the correct stem attachment that was missing during prior inspections)
- Safety Inspections
- Concrete condition assessment
- Stability assessment
- Low-level outlet improvements

The following sections describe our proposed scope of services, limitations of service, and provide a

Corporate Office

70 Pleasant Hill Road, PO Box 37 | Mountainville, NY 10953
845.534.5959 Tel | 845.534.5999 Fax

tectonicengineering.com
Equal Opportunity Employer

detailed fee estimate. These services will be performed for the Town of Warwick, herein referred to as Client.

1.0 SCOPE OF SERVICES

1.1 SEEPAGE MONITORING

1.1.1 Provide continuing field inspection services with an engineering geologist or a geotechnical engineer under the purview of a New York State licensed Professional Engineer, to perform visual inspection of the seepage conditions in the areas first identified in the Engineering Assessment report by Tectonic, dated April 2016. It is proposed that the inspections will be performed every 6 months.

1.1.2 In order for a full visual inspection of the dam-bedrock contact area, it is required that the brush in the immediate vicinity be cleared and the interface area be cleaned with a pressure washer prior to the first inspection. It is assumed that the DPW will clean the area prior to Tectonic inspector's arrival on-site. The leaves, mud, and debris should be cleaned to a distance of approximately 8 inches on either side of the interface. We will provide specific direction and clarification to the DPW as required to help them accomplish this cleaning.

1.1.3 Prepare a geotechnical engineering data summary letter signed and sealed by a licensed professional engineer in the State of New York with the following data:

- a. Results of semi-annual visual inspection.
- b. Recommendations for additional geotechnical investigations and evaluations, if necessary.

1.2 COMPLIANCE UPDATE

Prepare an updated compliance schedule for the NYSDEC documenting completed tasks, in-progress activities, and future work anticipated. The draft will be provided for Owner review, comment and input prior to submission to the State.

1.3 CLEARING AND CLEANING

If DPW is unable to perform the clearing and cleaning outlined in 1.1.2 above, Tectonic will perform this service as directed.

1.4 LOW-LEVEL OUTLET INVESTIGATION

- 1.4.1 It is assumed that the DPW will locate or obtain the correct stem attachment (hand wheel) so that the low-level outlet (LLO) can be exercised. It is also assumed that the DPW will perform any necessary repairs or maintenance to allow the valve to operate. Tectonic will provide an inspector to observe and document the low-level operation.
- 1.4.2 Tectonic will undertake an underwater inspection of the upstream side of the low-level conduit to probe the intake location, determine the type of inlet present, and potentially assess its condition. If debris/silt is present, the diver will attempt to remove it to expose the low-level intake. Approximate measurements of the silt/debris will be made at the time of the dive, which will be used in Tasks 1.7 and 1.8.
- 1.4.3 A summary letter will be provided documenting the low-level outlet operation, the underwater inspection results, and recommendations for future work (if any).

1.5 CONCRETE CONDITION ASSESSMENT

- 1.5.1 Prepare a structural conditions assessment report of the concrete structures based on previous inspections performed. The report will include our findings, identify areas of concern, provide recommendations of the immediate repairs required to maintain its structural integrity, and suggest an approach to maintenance to prevent further deterioration. The recommendations are expected to be classified as maintenance activities. This report will be submitted to the NYSDEC in support of a non-jurisdictional determination (in lieu of permit) prior to developing bid documents under a future scope of work. Control of the upstream water surface elevation (not currently possible without an operational LLO) is a prerequisite to performing work on the downstream face of the dam spillway.
- 1.5.2 Prepare an order-of magnitude cost estimate for the concrete repairs.

1.6 DAM SAFETY INSPECTION

Perform a Safety Inspection of Cascade Lake Dam. The inspections are required every 2 years by the dam's IMP. The scope of the inspection and report will include the following:

- 1.6.1 Undertake a visual dam safety inspection of the dam according to NYSDEC guidelines. The examination of the dam site, spillway and appurtenant structures will be performed by a Professional Engineer with experience in the inspection, design and construction of dams using a checklist acceptable to NYSDEC. The checklist will be completed and submitted as part of the report.
- 1.6.2 Prior to performing the field inspection, documents made available by the Client such as construction drawings, previous inspection reports and correspondence with the NYSDEC will be reviewed. Additional information that may be available from the NYSDEC's files will also be solicited and reviewed.
- 1.6.3 The visual inspection will seek to identify conditions which might suggest distress of the dam embankments, abutments and spillways such as cracks, slides, erosion, seepage, saturated ground, sink holes or other unusual deformations. The spillways will be examined for misalignments, leakage, inoperability, and settlement, as appropriate. The downstream discharge channels will also be inspected. Execution of the visual inspection will be facilitated by aids such as digital photography, tape measure, flashlight, engineer's rod and level, and soil probe. Tectonic proposes two senior engineers for this task.
- 1.6.4 Prepare a Safety Inspection Report for the dam presenting and discussing the results of the inspection and providing a professional opinion on the condition and safety of the dams. Recommendations for maintenance and repairs will be provided if found necessary. The report will include inspection checklists and select photographs.

1.7 STABILITY ASSESSMENT REFINEMENT

The NYSDEC conditioned their acceptance of the 2016 EA on the Town's continuing investigation of the dam's stability under sediment load. As part of a stability assessment refinement, Tectonic will characterize the foundation conditions directly observed in the field, replace the approximated geometry (obtained from the record plans) with survey-measured geometry, incorporate the approximation of the sedimentation obtained in Task 1.4, and prepare an updated analysis of the stability of the structure.

- 1.7.1 Tectonic will provide a two-person field crew to perform a survey of the face of the dam. The crew will utilize a Leica laser scanner to perform the work. The spillway cannot be discharging during the survey. Elevations will be relative to the North American Vertical Datum of 1988 (NAVD 88). The deliverable will be a cross

section of the dam signed and sealed by a surveyor licensed in the State of New York for use in stability assessment in Task 1.7.2.

- 1.7.2 Obtain rock samples from the downstream area and perform limited laboratory testing to define refined rock parameters. The refined parameters, sedimentation, and survey results of the dam dimensions will be utilized to perform a new stability assessment. The updated opinion will be signed and sealed an engineer licensed in the State of New York with supporting data and computations appended. The completed analysis will be submitted to the State.

1.8 LLO RECONFIGURATION (SCHEMATIC DESIGN)

- 1.8.1 The current LLO configuration does not permit operation during spillway discharge. Using the approximation of the sedimentation obtained in Task 1.4 and the results of the dam's updated stability under sedimentation, an alternative arrangement will be developed. It is expected to utilize the existing conduit through the base of the dam, extend a new conduit along the upstream face toward the abutment, locate a new valve/operator near the spillway edge/abutment, minimize the reduction of the drainable depth of the upstream impoundment, and provide a pedestrian structure to facilitate the operation of the LLO. A siphon is not expected to be a viable solution for this run-of-the-river configuration.
- 1.8.2 Prepare an order-of magnitude cost estimate for the reconfiguration.

2.0 LIMITATIONS

The limitations of service shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

- 2.1 The Client shall arrange for Tectonic to have access to the dam site and the immediate upstream and downstream areas.
- 2.2 Preparation of hydrologic studies, detailed designs, reclassification analyses, permits, or the development of inspection and maintenance/operation plans are not included.

3.0 SCHEDULE

The schedules for the various tasks will be provided at the time of authorization. Certain tasks require initial preparation by the DPW and/or favorable water level conditions.

4.0 FEES AND PAYMENTS

Tectonic will perform the scope and quantity of work outlined in Section 1.0 above based on the pricing lump sum fees (unless otherwise noted in the description):

Item	Description	Fee
1.1	Seepage Monitoring (Semi-annual, Unit Rate per Year)	\$3,600.00
1.2	Compliance Update (Lump Sum)	\$1,000.00
1.4	Low-Level Outlet Investigation (Lump Sum)	\$12,150.00
1.6	Safety Inspection (Unit Rate)	\$4,400.00
Total:		\$21,150.00
As Directed Services		
1.3	Clearing and Cleaning (Unit Rate, Each Iteration)	\$1,800.00
1.5.1	Concrete Condition Assessment (Lump Sum)	\$4,950.00
1.5.2	Concrete Condition Cost Estimate (Lump Sum)	\$1,580.00
1.7.1	Stability Assessment Survey (Lump Sum)	\$3,300.00
1.7.2	Stability Assessment Refinement (Lump Sum)	\$8,150.00

Item	Description	Fee
1.8.1	LLO Reconfiguration (Lump Sum)	\$5,800.00
1.8.2	LLO Reconfiguration Cost Estimate (Lump Sum)	\$1,580.00

- 4.1 Lump sum fees include all labor and expenses.
- 4.2 Rates and fees are based on services being performed in 2022. Services deferred by the Town to future years will be performed at the rate escalated by four (4) percent annually.
- 4.3 Amounts invoiced for each lump sum item shall be based on the approximate percent complete for each item. Amounts invoiced for time and materials items shall be based on actual labor and expenses expended to date

Please have an authorized representative sign and return the attached Work Authorization and Proposal Acceptance Form indicating the acceptance of this agreement and the attached General Terms and Conditions of Agreement.

We look forward to continuing to support the Town at this dam. Should you require additional information, please do not hesitate to call the undersigned at (800) 829-6531 x2125.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.



Digitally signed by Mark
Lukasik

Date: 2022.02.16 13:48:13
-05'00'

Mark A. Lukasik, P.E.
Vice President

Attachments: General Terms and Conditions of Agreement (6 Pages)
 Work Authorization and Proposal Acceptance Form (1 Page)

c: Christopher Burke, Tectonic
 Edward Iamiceli, Tectonic
 Casey O'Mara, Tectonic

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. By accepting this proposal the CLIENT certifies that funding has been secured and that adequate funding will remain available to pay all of TECTONIC's invoices within 30 days of date of invoice.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC's scope of services or increase fees must also be provided in writing. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid

for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.

8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the operations. If the CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
12. CLIENT agrees to allow Tectonic to utilize its name as a Client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website.
13. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of Orange, State of New York State, where The Company's principal place of business is located, or the United States District Court for the Southern District of New York, located in White Plains, New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and the Client shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.

2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by TECTONIC. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.
3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the total compensation received or \$100,000.00, whichever is greater.

4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent payment by CLIENT.
5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.
7. TECTONIC employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
8. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans

and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.

4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

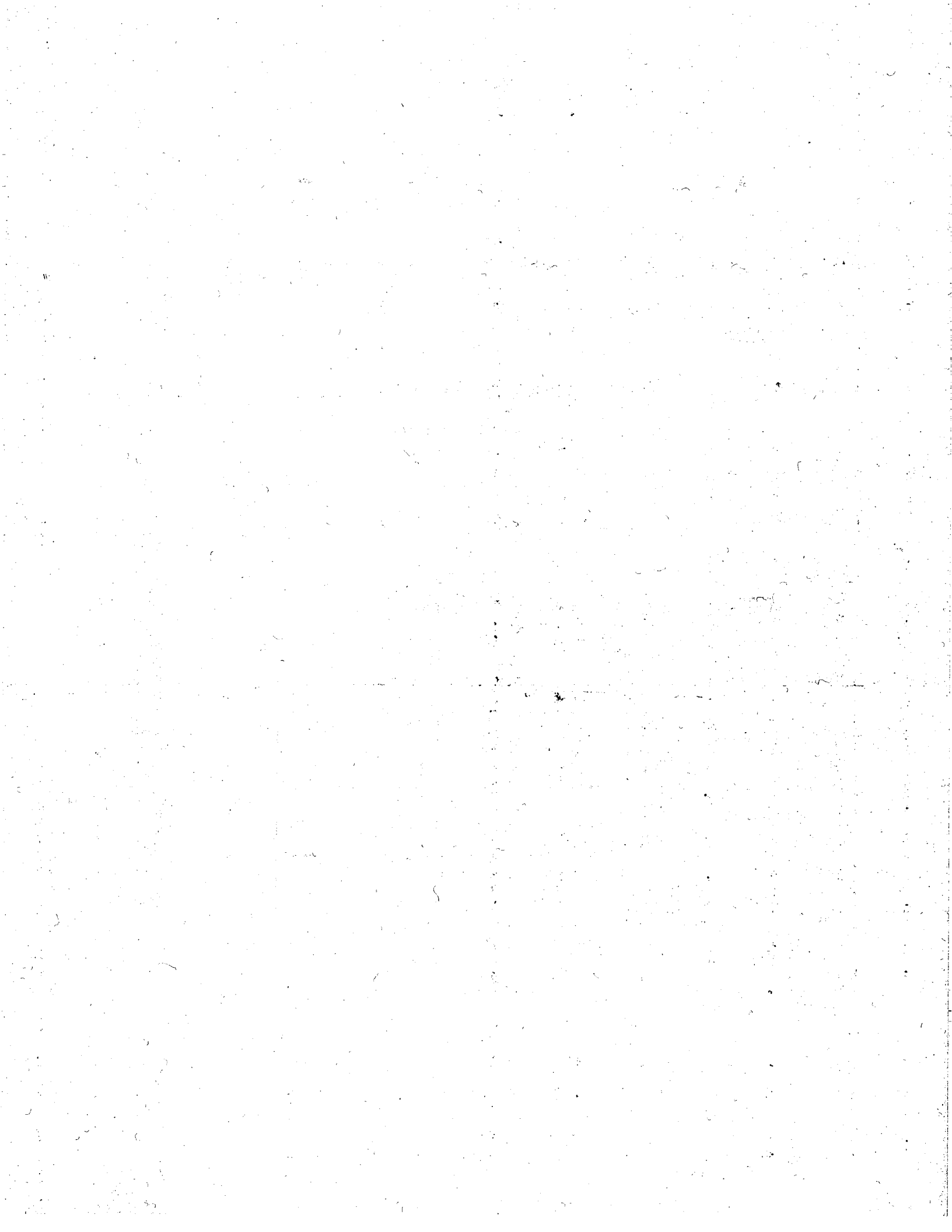
5.0 CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
3. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify

and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.

4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
5. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
6. The CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

OFF112-4/23/21



February 28, 2022

Dam Safety Section
 NYSDEC Headquarters
 625 Broadway
 Albany, NY 12233-3504

ATTN: Mr. Warren Shaw, P.E.

VIA EMAIL (Warren.Shaw@dec.ny.gov)

**RE: W.O. 7803.03
 CASCADE LAKE DAM
 DEC DAM ID#: 180-1250
 TOWN OF WARWICK, ORANGE COUNTY, NEW YORK**

Dear Mr. Shaw,

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. is in receipt of your visual observation report dated January 14, 2022. On behalf of our Client, the following table is an updated outline of the Town's past and planned course of action:

Action	Timeframe
Prepare Inspection and Maintenance Plan	October 2010
Prepare Engineering Assessment	August 2015 (Complete)
Remove Moss from Downstream Face of Dam	April 2016 (Complete)
Perform Evaluation of Spillway Capacity	April 2016 (Complete)
Finalize Engineering Assessment	April 2016 (Complete)
Perform detailed Breach Analysis	May 2017(Complete)
Update EAP Inundation Maps with Results of Breach Analysis	May 2017 (Complete)
Hazard Classification Evaluation	August 2018 (Complete)
Seepage Monitoring (Quarterly)	2018-2019

Corporate Office

70 Pleasant Hill Road, PO Box 37 | Mountainville, NY 10953
 845.634.5959 Tel | 845.634.5999 Fax

tectonicengineering.com
 Equal Opportunity Employer

Action	Timeframe
Perform Safety Inspection	2020 (Completed)
Seepage Monitoring (semi-annual)	Ongoing (May, November)
EAP Update	January 2022 (Complete)
Submit Annual Certification (for 2021)	January 2022 (Complete)
Perform Safety Inspection	2022
Low Level Outlet Investigation	2022
Concrete Condition Assessment and Recommendations	2023
Perform Safety Inspection	2024
Define Rock Parameters for Stability Analysis	2024
Perform Partial Survey of Dam for Stability Analysis	2024
Update Stability Analysis	2024
Low Level Outlet Conceptual Reconfiguration (if warranted)	2025
Perform Next Engineering Assessment	2026

We thank you for the Department's continued assistance to the Town of Warwick as we work toward a resolution at this dam. If you should have any questions or wish to discuss the contents of this letter further, please do not hesitate to contact the undersigned at (845) 534-5959 x2125.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.

Mark A. Lukasik, P.E.
Vice President

CC: Michael Sweeton, Town of Warwick Supervisor
Chris Burke, Tectonic
Casey O'Mara, Tectonic

TOWN OF WARWICK

DEPARTMENT OF POLICE
132 KINGS HIGHWAY
WARWICK N.Y. 10990
(845) 986-5000 FAX (845) 986-5020

RECEIVED

FEB 22 2022

Town of Warwick
Town Clerk

Lieutenant John D. Rader NA 236
jrader@townofwarwickpd.org

18 February 2022

Supervisor Sweeton,

The vehicles listed below are no longer serviceable. We are requesting that they be removed from the insurance and that we be authorized to sell them through Gov Deals:

1. 2010 Ford Crown Victoria VIN #2FABP7BV9AX111385
2. 2011 Ford Crown Victoria VIN #2FABP7BV0BX114466
3. 2011 Ford Crown Victoria VIN# 2FABP7BV1BX114458
4. 2004 Chevrolet Tahoe VIN # 1GNEK13Z14J277893
5. 2004 Chevrolet Tahoe VIN# 1GNEK13Z24J284349
6. 2012 Chevrolet Caprice VIN# 6G1MK5U24CL600443

Thank you,



Lt. John Rader

Cc Chief McGovern

WARWICK TOWN OF
132 KINGS HWY
WARWICK

NY 10990

1

001385

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com



Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.
2FABP7BV9AX111385		2010	FORD	CVC	4DSD	258248G
2FABP7BV9AX111385						
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
EK	4005	GAS	8	NEW	VEHICLE	1/25/10

Name and Address of Owner(s)
WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

ODOMETER READING: **00016**
00016
ACTUAL MILEAGE

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

MV-999 (4-08)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

2

WARWICK TOWN OF
132 KINGS HWY
WARWICK

NY 10990

001458

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com



Title and Identification No.

2FABP7BV0BX114466
2FABP7BV0BX114466

Year

2011

Make

FORD

Model Code

CVC

Body/Hull

4DSD

Document No.

431653F

Color

BK

Wt./Sts./Lgth.

4011

Fuel

GAS

Cyl./Prop.

8

New or Used

NEW

Type of Title

VEHICLE

Date Issued

4/13/11

Name and Address of Owner(s)

WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

ODOMETER READING:

00016

ACTUAL MILEAGE

00016

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

MV-999 (4/08)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

3

WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

001459

CERTIFICATE OF TITLE

NEW YORK STATE

www.nysdmv.com



Title and Identification No.

2FABP7BV1BX114458
2FABP7BV1BX114458

Year

2011

Make

FORD

Model Code

CVC

Body/Hull

4DSD

Document No.

521520H

Color

BK

Wt./Sts./Lgth.

4011

Fuel

GAS

Cyl./Prop.

8

New or Used

NEW

Type of Title

VEHICLE

Date Issued

4/13/11

Name and Address of Owner(s)

WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

ODOMETER READING:

00016

ACTUAL MILEAGE

00016

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

MV-999 (4/08)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

4

WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

001823

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov

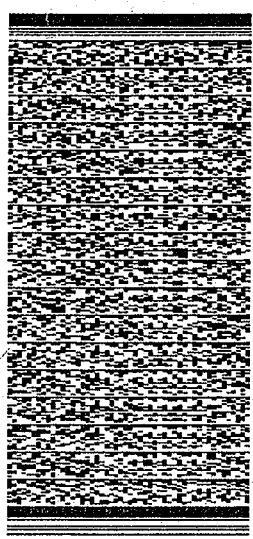


Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.
1GNEK13Z14J277893		2004	CHEVR	TAH	SUBN	484852U
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
BL	5185	GAS	8	NEW	VEHICLE	10/04/13

Name and Address of Owner(s)

WARWICK TOWN OF
132 KINGS HWY
WARWICK NY 10990

ODOMETER READING: 00008
ACTUAL MILEAGE 00008



This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____ Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

Lienholder _____ Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

MV-999 (1/11)

VOID IF ALTERED

VOID IF ALTERED

RECEIVED
Vice: Chief Jarvis
JUN 23 2008

TOWN CLERK
CHESTER, NEW YORK

5

TOWN OF CHESTER
1786 KINGS HIGHWAY
CHESTER NY 10918

001378

CERTIFICATE OF TITLE

NEW YORK STATE



Title and Identification No		Year	Make	Model Code	Body/Hull	Document No.
IGNEK13Z24J284349		2004	CHEVR	TAH	SUBN	971738T
Color	Wt./Sts./Lgth.	Fuel	Cyl/Prop.	New or Used	Type of Title	Date Issued
WH	5169	GAS	8	NEW	VEHICLE	6/13/08

Name and Address of Owner(s)

TOWN OF CHESTER
 1786 KINGS HIGHWAY
 CHESTER NY 10918

ODOMETER READING: 00065
 ACTUAL MILEAGE: 00065

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____ Lienholder _____

*** NO LIENS RECORDED *** *** NO LIENS RECORDED ***

Lienholder _____ Lienholder _____

*** NO LIENS RECORDED *** *** NO LIENS RECORDED ***

MV-999 (7/03)

VOID IF ALTERED

6

WARWICK TOWN OF
132 KINGS HIGHWAY
WARWICK NY 10990

001518

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov



Title and Identification No. 6G1MK5U24CL600443 6G1MK5U24CL600443		Year 2012	Make CHEVR	Model Code CAP	Body/Hull 4DSD	Document No. 033196X
Color BK	Wt./Sts./Lgth. 4289	Fuel GAS	Cyl./Prop. 8	New or Used NEW	Type of Title VEHICLE	Date Issued 4/02/12

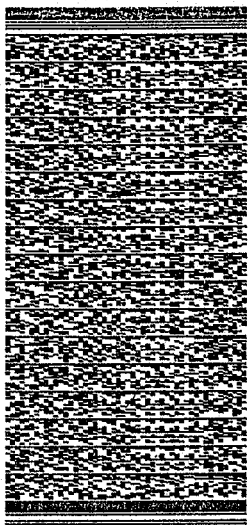
Name and Address of Owner(s)

WARWICK TOWN OF
132 KINGS HIGHWAY
WARWICK NY 10990

ODOMETER READING: **00006**
00006
ACTUAL MILEAGE

VOID IF ALTERED

VOID IF ALTERED



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Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

Lienholder _____

Lienholder _____

*** NO LIENS RECORDED ***

*** NO LIENS RECORDED ***

MV-999 (1/11)



RECEIVED

FEB 22 2022

Town of Warwick
Town Clerk

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 12th day of March, 2022, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **TOWN OF WARWICK**, a Town of the State of New York, with its principal offices at 132 Kings Highway, Warwick, NY 10990, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 12, 2022 and end January 11, 2023.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 12, 2022 through June 1, 2022, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2022 through September 6, 2022, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 11, 2022 through January 1, 2023, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2021 through January 1, 2022, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND EIGHT HUNDRED SEVENTY AND 00/100 (\$3870)** covering **60** man-hours for the first enforcement period of 2022. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2022.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2022 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

February 22, 2022

RECEIVED

FEB 22

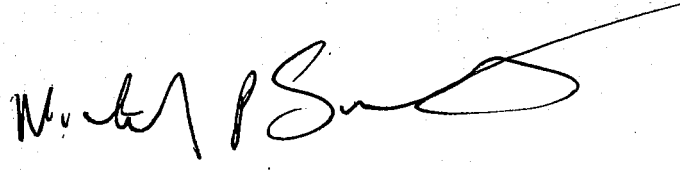
Town of Vt.
Town Clerk

Mike,

I made an error in Dana's rate of pay for Grade 4, Account Clerk. I had originally hired her as \$23.09/hour. It is supposed to be \$26.46/hour for Grade 4, Step 1. It is a significant error on my part and I apologize. I realized I had read the schedule incorrectly when I was getting the rate of pay for the new MEO.

Can I amend the resolution? Is there enough in the budget to cover this?

Bonnie

OK, 

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FEB 22 2022

Town of Warwick
Town Clerk



**JACOBOWITZ
AND GUBITS_{LLP}**
COUNSELORS AT LAW

February 18, 2022

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FEB 22 2022

Town of Warwick
Town Clerk

Gerald N. Jacobowitz**
David B. Gubits**
Howard Protter
Donald G. Nichol**
Larry Wolinsky**
J. Benjamin Galley
John C. Cappello
George W. Lithco**
Michele L. Babcock
Gary M. Schuster
Marcia A. Jacobowitz
William E. Duquette
Kara J. Cavallo
Kelly A. Pressler
Michael Wagner*
Marissa G. Logan
Kara M. Nelson
Cynthia J. Hand
Lauren E. Scott
Eric B. Wharton
Andrew L. Boughrum
William E. Podszus

*Admitted in NJ
**OF COUNSEL

REPLY TO:
158 Orange Avenue
P.O. Box 367
Walden, NY 12586
tel. (845) 778-2121
fax (845) 778-5173

548 Broadway
Monticello, NY 12701
tel. (845) 791-1765
fax (845) 794-9781

JACOBOWITZ.COM

Hon. Michael P. Sweeten, Supervisor
and Town Board
Town Hall, Town of Warwick
132 Kings Highway
Warwick, New York 10990

RE: Shoprite Supermarkets-Warwick
Market Owners, LLC v. Town of Warwick
Our File No. 3911-90U

Dear Supervisor Sweeten and Town Board:

Enclosed please find proposal letter from Ackerly & Hubbell Appraisal Corp., dated February 18, 2022, to provide appraisal services in connection with the defense of the above tax assessment proceedings along with a proposed original and one (1) copy of the Resolution to approve the engagement of the appraiser. Please add this matter to the agenda for the February 24, 2022 scheduled Town Board meeting and advise. Thank you for your courtesy and cooperation.

Very truly yours,

Kara J. Cavallo

KJC/sl

Enclosures

cc: Hon. Deborah A. Eurich, IAO, Assessor



ACKERLY & HUBBELL APPRAISAL CORP.

February 18, 2022

Town of Warwick
Warwick Town Hall
Assessor's Office
132 Kings Highway
Warwick NY 10990
c/o
Jacobowitz and Gubits, LLP
158 Orange Ave., P.O. Box 367
Walden, NY 12586

Attention: Jodi Lynn, Paralegal
Telephone: (845) 778-2121 x 241
Email: jl@jacobowitz.com

Re: Shoprite Supermarkets, Inc.-Warwick Market Owners, LLC v. Town of Warwick;
Orange County NY 10990; File no. 3911-90W

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FEB 22 2022

Town of Warwick
Town Clerk

APPRAISAL SERVICES CONTRACT "ENGAGEMENT LETTER"

This contract is an agreement between Ackerly & Hubbell Appraisal Corp. (APPRAISER), and Town of Warwick, (CLIENT) represented by client attorney Jacobowitz and Gubits, LLP. Payment is not contingent upon arriving at a particular value.

Subject Property -

- 153 State Route 94 South; 74,650sf, 10.20 acres; identified by Tax Map ID: 51-1-6.21

APPRAISER agrees to conduct a scope of services that includes:

- Visual inspection of the subject property and reviewing necessary maps including topographic, flood plain maps, zoning maps, survey, etc.
- Valuing the fee simple estate of the property based on value in use for tax grievance assignments.
- Conducting market research and analysis for use in the income approach – the only applicable approach – proper methodology is a "tax-loaded" cap rate analysis. Valuation dates are July 1, 2020 and July 1, 2021, representing two years of tax grievances.
- A Restricted Appraisal Report will be provided – this is a preliminary report and not a "Court-Ready" report.

CLIENT agrees to remunerate APPRAISER a fee in total of \$3,900 due upon completion of the report, an invoice will be provided. The initial fee of \$3,900 is for a Restricted Report for potential settlement and is not appropriate for use in court. If a court-ready appraisal report is needed, the fee will be an additional \$5,000.

Post appraisal services:

- Consultations, pre-trial meetings, review of opposing party appraisal and/or valuation discussions relating to issues contained within the opposing appraisal will be billed on an hourly basis at \$250

ACKERLY & HUBBELL APPRAISAL CORP.

1072 Main Street · Fishkill · NY · 12524 · Phone: 845-454-6525 · Email: Info@rphubb.com

- per hour.
- Court appearance and depositions billed at \$250 per hour with a \$1,500 minimum appearance.
 - Travel time billed at \$75 per hour timed from appraiser's home or office depending on appearance location.

Will review the subject information received to date and if there is anything else needed it will be discussed at that time.

Information marked as "confidential" by the client will remain as such. The purpose of the assignment is to render market values of the subject property as of the valuation dates. The intended users are the client and client attorney. The intended use is to satisfy a requirement of a tax grievance proceeding. If the report is used for other purposes or by other people it could be misleading, inaccurate, or insufficient for those purposes. This report can be used in negotiating a settlement but is not to be presented at any trial.

Delivery of preliminary report to the client will be 8 weeks from the date of inspection (unless otherwise agreed upon); contingent upon receipt of all necessary items in order to complete the appraisal.

In the event that any payment is not paid when due, CLIENT shall pay all expenses of collection, including, but not limited to, court costs and attorneys' fee.

Thank you for the opportunity of presenting this contract for your consideration.

If the contract meets with your approval, please execute and return a signed original, together with the required payment and requested data. Signed pdf and data can also be sent via email (preferred method).

Respectfully submitted:

ACKERLY & HUBBELL APPRAISAL CORP.

Grant Ackerly

Grant P. Ackerly, MAI, AI-GRS, CCIM

President

State Certified General Real Estate Appraiser No. 46..46551

GP/wp

AUTHORIZATION TO PROCEED

I agree to the terms and conditions of the Appraisal Service Contract set forth herein, and hereby authorize APPRAISER to proceed with said services.

Signature

Date

Printed Name

Title

Person to contact for inspection

Phone number

Warwick Town Clerk

From: Stephanie Ludlow <sl@Jacobowitz.Com>
Sent: Friday, February 18, 2022 3:57 PM
To: Warwick Town Clerk
Cc: Town of Warwick Assessor; Kara Cavallo; Jodi Lynn
Subject: Shoprite v Town of Warwick 3911-90U
Attachments: Ltr to Supervisor with Resolution.pdf; 1RE7567-Resolution to Retain Appraiser for Tax Cert Proceeding.DOCX; Shoprite v Town of Warwick.pdf

Good Afternoon Eileen:

Attached please find correspondence, Resolution to Retain Appraiser and Proposed Engagement Letter from Appraiser in regards to the above proceedings.

Kindly put the resolution on the agenda for the February 24, 2022 board meeting.

Thank you. Have a Great Weekend.



Stephanie Ludlow

**Administrative Team Leader and
Legal Assistant**

Jacobowitz and Gubits, LLP
158 Orange Ave., P.O. Box 367
Walden, NY 12586
(845) 778-2121 x 287
(845) 778-5173 Fax
sl@jacobowitz.com
www.jacobowitz.com

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FEB 22 2022
Town of Warwick
Town Clerk

This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Thank you.

A

Warwick Town Clerk

From: Marcy Gianattasio <mgianattasio@vernontwp.com>
Sent: Friday, February 18, 2022 11:24 AM
To: jbakalarczyk@hardyston.com; TwpClerk@WestMilford.org; Warwick Town Clerk; Michael Restel CPWM; Doreen Schott; admin@sussexboro.com; Scplanning@Sussex.nj.us
Subject: RE: Ordinance #22-02 and #22-03 Vernon Township
Attachments: 22-02 Ordinance Approving Deed vacating ROW and Easements.pdf; 22-03 Ordinance-West Shore Drive.pdf

Good Morning,

Please see the attached two (2) ordinances that were adopted at the Vernon Township Council meeting held on February 14, 2022.

ORDINANCE #22-02 ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, APPROVING DEED TO TERMINATE RIGHTS-OF-WAY AND EASEMENTS ON BLOCK 5, LOT 14, FORMERLY KNOWN AS BLOCK 20, LOT 29.

ORDINANCE #22-03 AN ORDINANCE PROVIDING FOR THE VACATION OF A PUBLIC RIGHT OF WAY KNOWN AS WEST SHORE DRIVE, PURSUANT TO N.J.S.A. 40:49-6, N.J.S.A. 40:67-2 AND N.J.S.A. 40:67-21 AND RELEASING AND EXTINGUISHING ANY PUBLIC RIGHT THEREIN

Best Regards,

Marcy Gianattasio, RMC CMR
Vernon Township Municipal Clerk
21 Church Street
Vernon, NJ 07462
973-764-4055 Ext. 2238
973-764-6393 (fax)
mgianattasio@vernontwp.com

RECEIVED

FEB 22 2022

Town of Warwick
Town Clerk

From: Marcy Gianattasio
Sent: Thursday, January 27, 2022 11:18 AM
To: jbakalarczyk@hardyston.com; TwpClerk@WestMilford.org; clerk@townofwarwick.org; Michael Restel CPWM <mike@wantagetwp-nj.org>; Doreen Schott <clerk@hamburgnj.org>; admin@sussexboro.com; Scplanning@Sussex.nj.us
Subject: RE: Ordinance #22-03 Vernon Township

My apologies, I realized I sent ordinance #22-03 to you without schedules A and B. Please see attached.

Marcy Gianattasio, RMC CMR
Vernon Township Municipal Clerk
21 Church Street
Vernon, NJ 07462
973-764-4055 Ext. 2238
973-764-6393 (fax)

mgianattasio@vernontwp.com

From: Marcy Gianattasio
Sent: Thursday, January 27, 2022 10:58 AM
To: 'jbakalarczyk@hardyston.com' <jbakalarczyk@hardyston.com>; 'TwpClerk@WestMilford.org' <TwpClerk@WestMilford.org>; 'clerk@townofwarwick.org' <clerk@townofwarwick.org>; 'Michael Restel CPWM' <mike@wantagetwp-nj.org>; Doreen Schott <clerk@hamburgnj.org>; admin@sussexboro.com;
Scplanning@Sussex.nj.us
Subject: Ordinance #22-03 Vernon Township

Good Morning,

Re: **Ordinance #22-03: AN ORDINANCE PROVIDING FOR THE VACATION OF A PUBLIC RIGHT OF WAY KNOWN AS WEST SHORE DRIVE, PURSUANT TO N.J.S.A 40:49-6, N.J.S.A. 40:67-2 AND N.J.S.A. 40:67-21 AND RELEASING AND EXTINGUISHING ANY PUBLIC RIGHT THEREIN**

To Whom It May Concern:

Attached please find a copy of the above-mentioned Ordinance #22-03 which was introduced by the Vernon Township Council at their meeting held on January 24, 2022.

Please be advised that a public hearing on this Ordinance will be held on February 14, 2022 at 7:00 pm in the Municipal Building, 21 Church Street, Vernon, NJ 07462 or via Zoom webinar (please see the Vernon Township website for Zoom information) at which time all persons interested shall have an opportunity to be heard.

If you have any questions or concerns, please do not hesitate to contact this office.

Best,

Marcy Gianattasio, RMC CMR
Vernon Township Municipal Clerk
21 Church Street
Vernon, NJ 07462
973-764-4055 Ext. 2238
973-764-6393 (fax)
mgianattasio@vernontwp.com

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FEB 22 2022

Town of Warwick
Town Clerk

TOWNSHIP OF VERNON

ORDINANCE #22-02

**ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF
NEW JERSEY, APPROVING DEED TO TERMINATE RIGHTS-OF-WAY AND
EASEMENTS ON BLOCK 5, LOT 14, FORMERLY KNOWN AS BLOCK 20, LOT 29.**

WHEREAS, Colonial Circle Developers, LLC ("Colonial") conveyed rights-of-way and easements further described herein to the Township of Vernon ("Township") on property known as Block 5, Lot 14, formerly known as Block 20, Lot 29 (the "Property"); and

WHEREAS, the rights-of-way on the Property (the "Rights-of-Way") were conveyed from Colonial to the Township by deed dated June 14, 2004 and recorded in the Sussex County Clerk's Office on July 2, 2004 in Deed Book 02832, Page 00266; and

WHEREAS, the aforementioned Rights-of-Way were conveyed by Colonial to the Township for road purposes; and

WHEREAS, the Rights-of-Way are depicted and labeled as "50' ROW" (one 50' R.O.W. labeled "Colonial Circle" and one 50' R.O.W. unnamed) on Registered Map Number 1420 ("Registered Map"), recorded September 29, 2006 in the Sussex County Clerk's Office; and

WHEREAS, Colonial conveyed a fifteen (15)-foot-wide access easement ("15' Wide Access Easement") on the Property to the Township by a Grant of Access Easement dated June 14, 2004 and recorded in the Sussex County Clerk's Office on July 2, 2004 in Deed Book 02832, Page 00270; and

WHEREAS, the 15' Wide Access Easement is depicted and labeled as "15' Wide Appalachian Trail Access Easement" on the aforementioned Registered Map; and

WHEREAS, the Township received easements for purposes of maintenance and access, drainage, and a water tank that are depicted on the aforementioned Registered Map and labeled as a 70' wide Maintenance and Access Easement, 15' Wide Drainage Easement, 15' Wide Access Easement, and a 20' x 100' Water Tank Easement (collectively, the "Easements"); and

WHEREAS, the Township wishes to extinguish and forever terminate its ownership and easement rights in the aforementioned Rights-of-Way, 15' Wide Access Easement, and the Easements, and

WHEREAS, the Local Buildings and Lands Law, N.J.S.A. 40A:12-13(b)(4) authorizes the Township to extinguish and vacate an easement and to execute a deed confirming same provided that the action is authorized by Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, as follows:

SECTION 1

The Mayor and Clerk are hereby authorized, pursuant to N.J.S.A. 40A:12-13(b)(4), to execute a Deed to Terminate Rights-of-Way and Easements on Block 5, Lot 14 (“Deed”) extinguishing and forever terminating its ownership and easement rights in the aforementioned Rights-of-Way, 15’ Wide Access Easement, and the Easements. The Deed is attached hereto and has been approved by the Vernon Township Attorney.

SECTION 2

The conveyance contemplated by the Deed shall only become effective once the State of New Jersey, Department of Environmental Protection has received a conveyance of the Property from Colonial.

SECTION 3

Colonial may only record the Deed upon a concurrent execution and delivery of a deed from Colonial Developers, L.L.C., formerly known as Colonial Circle Developers, LLC, conveying the Property to the State of New Jersey, Department of Environmental Protection.

SECTION 4

In the event that Colonial does not execute a deed conveying the Property to the State of New Jersey, Department of Environmental Protection, the Deed executed by the Township shall be of no force and effect.

SECTION 5


The Township shall file with the Director of the Division of Local Government Services in the Department of Community Affairs a sworn affidavit verifying the publication of the advertisement of this Ordinance as required by N.J.S.A. 40A:12-13.


SECTION 6

This Ordinance shall take effect upon adoption and publication in the manner required by New Jersey Law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on January 24, 2022, and the same came up for final passage and was adopted at the Regular Meeting of the Township Council held on February 14, 2022 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.


Marcy Gianattasio, Clerk
Township of Vernon


Howard Burrell, Mayor

INTRODUCED: January 24, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.		X	X			
Furrey, M.	X		X			
Lynch, B.			X			
Shortway, H.			X			
Rizzuto, P.			X			

ADOPTED: February 14, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.	X		X			
Furrey, M.		X	X			
Lynch, B.			X			
Shortway, H.			X			
Rizzuto, P.			X			

**Deed to Terminate Rights-of-Way and Easements
on Block 5, Lot 14
(formerly known as Block 20, Lot 29) in
Vernon Township, Sussex County, New Jersey**

This Deed is made on

BETWEEN Township of Vernon
21 Church Street
Vernon, New Jersey 07462

Referred to as the Grantor,

AND Colonial Developers, LLC formerly known as Colonial
Circle Developers, LLC
14 Overbrook Road, Ramsey, New Jersey 07446

Referred to as the Grantee.

1. Transfer of Ownership. The Grantor grants and conveys the property described herein to the Grantee. This transfer is made for the sum of less than one hundred dollars (\$100.00).

2. Tax Map Reference. (N.J.S.A. 46:151.1) Municipality of Vernon Township Block No.: 5 Lot.: 14, formerly known as Block 20, Lot 29.

3. Property. The property (hereinafter "Property") consists of Rights-of-Way and Easements on portions of land in the Township of Vernon, County of Sussex and State of New Jersey, as described herein and depicted on Registered Map Number 1420, recorded September 29, 2006 in the Sussex County Clerk's Office, said map attached hereto and made a part hereof as Schedule A.

The purpose of the within Deed is to convey from Grantor to Grantee the Property it received from Colonial Developers, LLC by virtue of Registered Map Number 1420 recorded September 29, 2006 in the Sussex County Clerk's Office (Schedule A) and depicted on said Registered Map a 50' R.O.W. and cul-de-sac labeled "COLONIAL CIRCLE" and a 50' R.O.W. extending to the south from the COLONIAL CIRCLE R.O.W. together with easements depicted on said Registered Map. Said rights-of-way and easements to be conveyed by this Deed are more specifically described as follows:

(a) the Township of Vernon hereby conveys the property it had received by virtue of a Deed from Colonial Circle Developers, LLC to the Township of Vernon dated June 14, 2004 and recorded in the Sussex County Clerk's Office on July 2, 2004 in Deed Book 02832, Page 00266 wherein Colonial Circle Developers, LLC, a New Jersey Limited Liability Company, conveyed rights-of-way for road purposes. Said rights-of-way are depicted and labeled as "50' ROW" (one 50' R.O.W. labeled "COLONIAL CIRCLE" and one 50' R.O.W. unnamed) on Registered Map Number 1420, recorded September 29, 2006 in the Sussex County Clerk's Office (Schedule A). The legal description for said "50' ROW" is attached hereto and made a part hereof as Schedule B.

(b) the Township of Vernon extinguishes and forever terminates its easement rights in a certain Grant of Access Easement that it has on the above-referenced property as conveyed from Colonial Circle Developers, LLC to the Township of Vernon by Deed dated June 14, 2004 and recorded in the Sussex County Clerk's Office on July 2, 2004 in Deed Book 02832, Page 00270. By virtue of this Deed, the Township of Vernon has conveyed all of its rights, title, and interest in the 15' Wide Appalachian Trail Access Easement on this property which is the access easement as set forth on Schedule C attached hereto and made a part hereof, and is depicted on Registered Map Number 1420, recorded September 29, 2006 in the Sussex County Clerk's Office (Schedule A).

(c) by virtue of this Deed, the Township of Vernon hereby relinquishes and conveys all of its rights, title, and interest in the 20' x 100' Water Tank Easement, the 15'-wide Drainage Easement, the 15'-wide Access Easement, and the 70'-wide Maintenance and Access Easement dedicated by virtue of and depicted on Registered Map Number 1420, recorded September 29, 2006 in the Sussex County Clerk's Office (Schedule A).

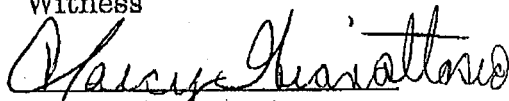
This conveyance does not become effective until the State of New Jersey, Department of Environmental Protection has received a conveyance of title for the property known as Block 5, Lot 14, formerly known as Block 20, Lot 29 from Colonial Developers, LLC and this Deed shall only be recorded simultaneously with a Deed from Colonial Developers, L.L.C., formerly known as Colonial Circle Developers, LLC, to the State of New Jersey, Department of Environmental Protection.

The street address of the Property is **Colonial Circle, Glenwood, Vernon, New Jersey 07462**

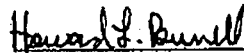
4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a Covenant as to Grantors' Acts (N.S.J.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgement to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witness


Marcy Gianattasio
Clerk of Township of Vernon

The Township of Vernon


Howard L. Burrell, Mayor

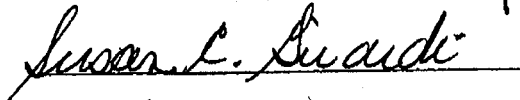
STATE OF NEW JERSEY, COUNTY OF SUSSEX

SS:

I CERTIFY that on FEBRUARY 18, 2022

BE IT REMEMBERED that on this 18 day of FEBRUARY, 2022, before me, the subscriber, personally appeared Marcy Gianattasio, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Clerk of the Township of Vernon, the Township named in the within Instrument, that Howard L. Burrell is the Mayor of said Township, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Township of Vernon. Deponent has subscribed her name thereto as attesting witness.

Signed and sworn to before me
this 18 day of FEBRUARY, 2022



SUSAN C. GIRARDI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 2, 2024

Record and Return To:

State of New Jersey, Dept. of Environmental
Protection
401 E. State Street
P.O. Box 420 - Mail Code 401-7B
Trenton, New Jersey 08625
ATTN: Chloe Gogo, DAG

Schedule A

Registered Map No. 1420

Recorded September 29, 2006

in the Sussex County Clerk's Office

Schedule B

Legal Description for 50' R.O.W.

REC'D & RECORDED
07/02/2004 02:50:12PM
ERNA GORLEY
SUSSEX COUNTY CLERK
HENTON, NJ

DEED

THIS DEED, made this 19th day of JULY, 2004, by and between:

COLONIAL CIRCLE DEVELOPERS, LLC, A New Jersey Limited Liability Company, with a business address of 220 Franklin Turnpike, Mahwah, New Jersey 07430 (hereinafter "Owner" or "Grantor"),

AND

TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey, with offices at 21 Church Street, Vernon, New Jersey, 07462-0340, (hereinafter "Municipality" or "Grantee").

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

4.
Consideration: \$1.00
Exempt Codes: S
Public 0.25
Total 2.00
N.P.H.R.F. 0.00
State 1.25
County 0.50
Date: 07/02/2004
LISA

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (hereinafter "the Property") described below to the Grantee. This transfer is made for the sum of One Dollar and no cents (\$1.00). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Vernon, Block No. 20, Lots 8 and 9. Qualifier No. _____ Account No. _____

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Vernon, County of Sussex and State of New Jersey. The legal description is attached hereto as Exhibit A.

4. **Purpose.** The purpose of this Deed is to dedicate a portion of the right of way to the Township of Vernon, a municipal corporation of the State of New Jersey, an absolute and exclusive in fee right-of-way, in perpetuity, for road purposes, thereby authorizing the Grantee, its agents and assigns and the general public to pass in, over and upon all or a portion thereof for travel and maintenance, subject to all covenants and restrictions of record and to all pertinent and applicable zoning laws, rules, regulations, ordinances and statutes.

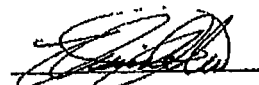
5. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights that affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

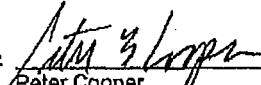
6. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

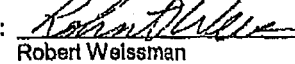
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed, sealed and acknowledged the day and year as indicated on the acknowledgments attached hereto and made a part hereof.

Attest:

Colonial Circle Developers, LLC


Thomas J. Malin, Jr., Esq.
Attorney at Law,
State of New Jersey

By: 
Peter Cooper

By: 
Robert Weissman

By: 
Michael D'Assanti

27297 Bk = 02832 Pg = 00267

WEISSMAN ENGINEERING CO., P.C.

686 GODWIN AVENUE, MIDLAND PARK, N.J. 07432
Telephone (201) 445-2789, Fax (201) 445-0483
Email: weecng@bellatlantic.net

ROBERT J. WEISSMAN, P.E., L.S.

February 17, 2004

DEED DESCRIPTION OF
50' ROW Between Lot 8 & 9, Block 20
Township of Vernon
SUSSEX COUNTY, NJ

Beginning at a point on the southwest corner of Lot 8, Block 20 said point being the following distances from the intersection formed by the easterly sideline of Colonial Circle (50' ROW) with the northerly sideline of Bailey Drive (50' ROW) and thence;

- A. On a bearing $N19^{\circ}21'52''E$ a distance of 265.0' to a point and thence;
- B. On a bearing $N42^{\circ}54'08''W$ a distance of 367.89' to a point and thence;
- C. On a bearing $N62^{\circ}26'50''W$ a distance of 299.29' to a point and running thence;
- 1) On a bearing $N82^{\circ}26'50''W$ a distance of 50.00' to a point on the southeast corner of Lot 9, Block 20 and thence;
- 2) Along said easterly line of Lot 9, Block 20 on a bearing $N27^{\circ}33'10''E$ a distance of 446.78' to a point on the southerly sideline of Colonial Circle and thence;
- 3) Along said southerly sideline of Colonial Circle in the easterly direction on a bearing $S59^{\circ}11'08''E$ a distance of 50.08' to a point on the northwest corner of Lot 8 and thence;
- 4) Along the westerly line of Lot 8, Block 20 on a bearing $S27^{\circ}33'10''W$ a distance of 446.90' to the point or place of beginning.

Sincerely,


Robert J. Weissman lic. 29824

NDL
Colonial Circle 50' ROW/Deed

EXHIBIT A

Attest:

Township of Vernon
County of Sussex
State of New Jersey

Patricia R. Lopez
TOWNSHIP CLERK

By: _____
MA-AM

Record and Return to:
Vogel Chait Collins & Schneider
25 Lindsley Drive, Suite 200
Morristown, NJ 07960-4454

STATE OF NEW JERSEY
COUNTY OF SUSSEX, SS.:

BE IT REMEMBERED, that on this 27 day of March, 2004, before me, the subscriber, a notary public of New Jersey, personally appeared Peter Cooper, Robert Weisman and Michael Dassafi, authorized agents of Colonial Circle Developers, LLC, who, being by me duly sworn, deposed and made proof to my satisfaction, that they are the authorized agents of Colonial Circle Developers, LLC, the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized and said instrument was signed and delivered as and for the voluntary act and deed of said company.



ANNETTE BERTOLA
Notary Public, State of New Jersey
My Commission Expires January 16, 2008

Schedule C

15' Wide Appalachian Trail Access Easement

27,506

GRANT OF ACCESS EASEMENT

THIS GRANT OF EASEMENT, made this 17th day of JUNE, 2004, by and between:

COLONIAL CIRCLE DEVELOPERS, LLC, A New Jersey Limited Liability Company, with a business address of 220 Franklin Turnpike, Mahwah, New Jersey 07430 (hereinafter "Owner"),

AND

TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey, with offices at 24 Church Street, Vernon, New Jersey, 07462-0340, (hereinafter "Municipality")

WITNESSETH:

REC'D & RECORDED
07/01/2004 02:50:33PM
ERNA GORLEY
SUSSEX COUNTY CLERK
MONTICELLO, NJ

WHEREAS, the Owner is in possession of certain properties in the Township of Vernon, more particularly described as Block 20, Lot 29 (hereinafter "the property") on the Official Tax Maps of the Township of Vernon; and

WHEREAS, the Municipality desires to obtain an access easement across the above-referenced property in the Township of Vernon, as described in detail on the attached December 8, 2003 Deed Description; and

WHEREAS, the Owner is desirous of granting to the Municipality such easement; and

WHEREAS, it is in the interest of the general public and welfare of the Township that the land hereinafter described shall at all times remain subject to this easement unless abandoned by formal action by the Township.

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and the mutual undertakings herein, it is mutually agreed as follows:

1. Owner hereby gives, grants and conveys to the Municipality, its successors and assigns, in perpetuity, an easement for the purposes hereinafter set forth across the following premises, being in the Township of Vernon, County of Sussex, State of New Jersey, and more particularly described in the December 8, 2003 Deed Description attached hereto and made a part hereof.
2. The aforesaid easement is a fifteen- (15') foot access easement along the Southern property line for the express purpose of providing pedestrian access to the adjoining State of New Jersey parklands.

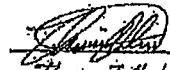
3. Owner shall have the right to use the surface of the aforesaid premises, except as may otherwise appear herein or to be inconsistent with the right hereby established, and shall not erect or cause to be erected, installed or placed upon the premises herein described, or part thereof, the erection, installation or replacement of any building or structure, sidewalk, trees, shrubbery, fence, landscaping or any other type or material of any nature (including any machinery, apparatus, merchandise or any other personal property of any kind whatsoever) and shall not take any action to interfere with the access easement granted to the Municipality pursuant to this instrument.

4. Owner agrees, at the option of the Municipality, to procure and deliver to the Municipality, upon demand, proper postponements and subordinations from parties holding liens or other interests in the lands, postponing and subordinating their interest to the easements lawfully created by this instrument, if applicable. Owner covenants and represents that it is lawfully seized and possessed of the lands here/above described on the attached December 8, 2003 Deed Description, and the Owner has good and lawful right and title to convey said lands and interest therein.

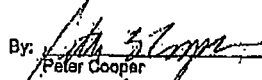
5. The covenants and easements herein granted shall run with the land and shall be construed as running with the land and that same shall be binding on the parties hereto, their heirs, assigns and successors in title or interest, in perpetuity.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed, sealed and acknowledged the day and year as indicated on the acknowledgments attached hereto and made a part hereof.

Attest:


Thomas J. McLean, Jr., Esq.
Attorney at Law,
State of New Jersey

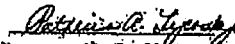
Colonial Circle Developers, LLC

By: 
Peter Cooper

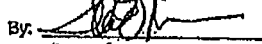
By: 
Robert Weisman

By: 
Michael Daseatt

Attest:


TOWNSHIP CLERK

Township of Vernon
County of Sussex
State of New Jersey

By: 
MAYOR

27278 BK# Q2832 P# 00272
WEISSMAN ENGINEERING CO., P.C.
686 CORDON AVENUE, MIDLAND PARK, N.J. 07432
Telephone (201) 445-2799, Fax (201) 445-0483
Email: weissman72@att.net

ROBERT J. WEISSMAN, P.E., L.S.

December 6, 2003

DEED DESCRIPTION OF
15' Wide Access Easement Along The
Southerly Property Lines of
Lots 1-7-8 & 19, Block 20
Township of Vernon
SUSSEX COUNTY, NJ

Beginning at a point on the most northerly side line of a cul de sac named Colonial Circle (50' ROW) said point being the following distances from the intersection formed by said easterly side line of Colonial Circle with the northerly side line of Bailey Drive (50' ROW) and thence,

- A. On a bearing N18°21'52"E a distance of 265.0' to a point and thence;
- B. On a bearing N42°54'08"W a distance of 66.50' to a point and running thence;
- 1) On a bearing N42°54'08"W a distance of 301.39' to a point and thence;
- 2) On a bearing N62°26'30"W a distance of 635.32' to a point and thence;
- 3) On a bearing N57°11'19"W a distance of 449.70' to a point and thence;
- 4) On a bearing N50°50'19"W a distance of 407.18' to a point and thence;
- 5) On a bearing N41°42'33"E a distance of 18.0' to a point and thence;
- 6) On a bearing S50°50'16"E a distance of 406.35' to a point and thence;
- 7) On a bearing S57°11'18"E a distance of 448.18' to a point and thence;
- 8) On a bearing S62°26'50"E a distance of 637.21' to a point and thence;
- 9) On a bearing S42°54'08"E a distance of 266.10' to a point and thence;
- 10) On a bearing S19°21'52"W a distance of 16.85' to the point or place of beginning.

Deed description as per Final Subdivision Plat, Lot 29, Block 20, Colonial Circle, Township of Vernon, Sussex County, NJ made by this office on 06/12/02, last revision 07/23/03.

Sincerely,


Robert J. Weissman Lic. 29824

Colonial Circle Deed

STATE OF NEW JERSEY
COUNTY OF SUSSEX, SS.:

BE IT REMEMBERED, that on this 22 day of March, 2004, before me, the subscriber, a notary public of New Jersey, personally appeared Peter Cooper, Robert Weiseman and Michael Bassati, authorized agents of Colonial Circle Developers, LLC, who, being by me duly sworn, deposed and made proof to my satisfaction, that they are the authorized agents of Colonial Circle Developers, LLC, the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized and said instrument was signed and delivered as and for the voluntary act and deed of said company.



ANNETTE BERTOLA

Notary Public, State of New Jersey

My Commission Expires August 11, 2006

RECORD AND RETURN TO:

VOGEL, CHAIT, COLLINS AND SCHNEIDER, PC
25 Lindley Drive, Suite 200
Morristown, NJ 07960
Attn: Thomas J. Molica, Jr., Esq.

TOWNSHIP OF VERNON

ORDINANCE #22-03

AN ORDINANCE PROVIDING FOR THE VACATION OF A PUBLIC RIGHT OF WAY KNOWN AS WEST SHORE DRIVE, PURSUANT TO N.J.S.A. 40:49-6, N.J.S.A. 40:67-2 AND N.J.S.A. 40:67-21 AND RELEASING AND EXTINGUISHING ANY PUBLIC RIGHT THEREIN

WHEREAS, the Township Council of the Township of Vernon previously authorized and accepted West Shore Drive as dedicated and conveyed to Vernon Township; and

WHEREAS, a portion of West Shore Drive will no longer be needed for public purposes.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, as follows:

Section 1.

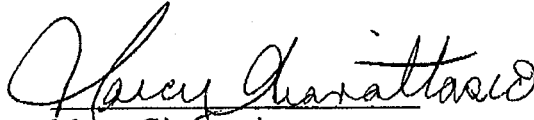
1. West Shore Drive as designated in the attached **SCHEDULE A** and **SCHEDULE B** is hereby vacated and the public's right therein released and extinguished except for all rights and privileges possessed by public utilities and/or cable television companies to maintain, repair, and replace existing facilities in, adjacent to, over or under the said right-of-way, are hereby reserved and excepted pursuant to N.J.S.A. 40:67-1.
2. After being introduced and having passed a first reading, this Ordinance and Schedules A and B shall be published at least once not less than ten (10) days prior to the time fixed for further consideration for final passage.
3. At least one (1) week prior to the time fixed for further consideration of this Ordinance for final passage, a copy thereof, together with notice of its introduction and the time and place when and where the Ordinance will be further considered for final passage, shall be mailed to every person whose lands may be affected hereby so far as may be ascertained. The Township Clerk shall mail said notice pursuant to N.J.S.A. 40:49-6.

4. Within sixty (60) days of the effective date of this Ordinance, the Township Clerk shall file a copy, certified by her under the seal of the Township to be a true copy, together with proof of publication thereof, in the Office of the Sussex County Clerk in accordance with N.J.S.A. 40:67-21.

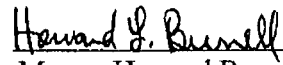
Section 2. Severability. If any part of this Ordinance is for any reason held to be invalid such decision shall not effect the validity of the remaining portion of the Ordinance. Any Ordinance or portion thereof that may be inconsistent with the Ordinance is hereby repealed to the extent of the inconsistency.

Section 3. Effective Date. This Ordinance shall take effect upon final passage and publication as provided by law.

ATTEST:

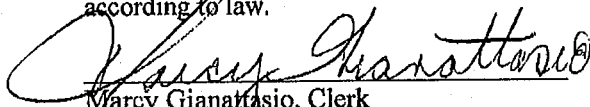

 Marcy Gianattasio
 Municipal Clerk

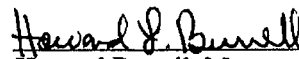
**MAYOR OF THE TOWNSHIP
 OF VERNON**


 Mayor, Howard Burrell

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on January 24, 2022, and the same came up for final passage and was adopted at the Regular Meeting of the Township Council held on February 28, 2022 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.


 Marcy Gianattasio, Clerk
 Township of Vernon


 Howard Burrell, Mayor

INTRODUCED: January 24, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.			X			
Furrey, M.	X		X			
Lynch, B.			X			
Shortway, H.			X			
Rizzuto, P.		X	X			

ADOPTED: February 14, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.	X		X			
Furrey, M.			X			
Lynch, B.		X	X			
Shortway, H			X			
Rizzuto, P.			X			

HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors
17 PLAINS ROAD
AUGUSTA, NEW JERSEY 07822-2009

DAVID B. SIMMONS, JR.
NJ PROFESSIONAL ENGINEER &
LAND SURVEYOR #27831

PHONE: (973) 948-6463
FAX: (973) 948-2916
dsimmons@hpellow.com

SCHEDULE "A"

**DESCRIPTION OF PROPOSED
VACATION OF R.O.W.
(WEST SHORE DRIVE)
VERNON TOWNSHIP, SUSSEX COUNTY, NEW JERSEY**

All that certain tract or parcel of land and premises situate, lying and being in the Township of Vernon, County of Sussex, and the State of New Jersey.

BUTTED, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at the intersection of the centerline of R.O.W. (50 feet wide and varies) with the southerly right-of-way line of West Shore Drive (50 feet wide) as shown on a map entitled, "Map Of Pleasant Valley Lake Section Four Situate In Vernon Township Sussex County, N.J.", filed as Registered Map No. 347C, filed October 12, 1959 in the Sussex County Clerk's Office in Newton, New Jersey; thence running from said beginning:

- 1) along the centerline of said R.O.W. (50 feet wide) as shown on said filed map in a southwesterly direction 154 feet ± to a point, thence;
- 2) still along the centerline of said R.O.W. (varying width) as shown on said filed map in a southwesterly direction 100 feet ± to the end of said R.O.W. as shown on said filed map.

Containing 16,880 SF ± of land, be the same more or less.

Subject to the rights of any utilities or easements of record, should any exist.

The area to be vacated is shown on Schedule "B" -- "Proposed Vacation of a R.O.W. (West Shore Drive), Vernon Township, Sussex County, New Jersey, Vacation Plan", prepared by Harold E. Pellow & Associates, Inc., David B. Simmons, Jr., P.E. & L.S., dated October 2021.

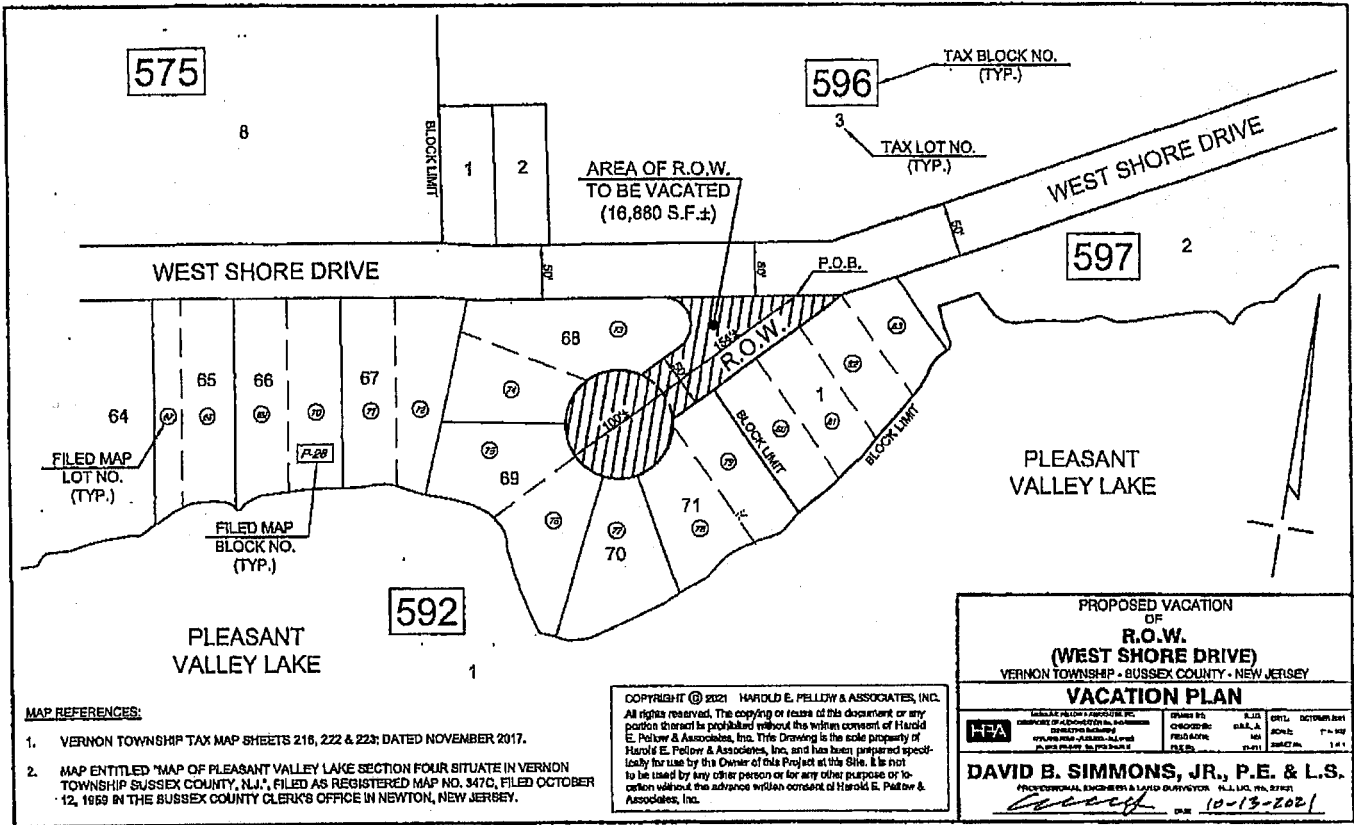
This description written October 13, 2021 by Harold E Pellow & Associates, Inc., Consulting Engineers, 17 Plains Road, Augusta, New Jersey 07822-2009.



David B. Simmons, Jr., P.E., L.S., P.P., C.M.E.
New Jersey Professional Engineer and Land Surveyor #27831
Certificate of Authorization No. 24GA27959300

SEAL

October 22, 2021 - 10:27 AM - 137 Project: Vernon Twp\2021 West Shore Drive Vacation\2021\vacation.dwg (Robert) HAROLD E. FELLOW & ASSOCIATES, INC.



MAP REFERENCES:

1. VERNON TOWNSHIP TAX MAP SHEETS 216, 222 & 223; DATED NOVEMBER 2017.
2. MAP ENTITLED "MAP OF PLEASANT VALLEY LAKE SECTION FOUR SITUATE IN VERNON TOWNSHIP SUSSEX COUNTY, N.J.", FILED AS REGISTERED MAP NO. 347C, FILED OCTOBER 12, 1989 IN THE SUSSEX COUNTY CLERK'S OFFICE IN NEWTON, NEW JERSEY.

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 All rights reserved. The copying or reuse of this document or any portion thereof is prohibited without the written consent of Harold E. Fellow & Associates, Inc. This Drawing is the sole property of Harold E. Fellow & Associates, Inc. and has been prepared specifically for use by the Owner of this Project at this Site. It is not to be used by any other person or for any other purpose or location without the advance written consent of Harold E. Fellow & Associates, Inc.

PROPOSED VACATION OF R.O.W. (WEST SHORE DRIVE) VERNON TOWNSHIP - SUSSEX COUNTY - NEW JERSEY VACATION PLAN			
	DESIGNER: HAROLD E. FELLOW & ASSOCIATES, INC. PROJECT NO.: 2021-001 DATE: 10-13-2021	DRAWN BY: D.B.S. CHECKED BY: D.B.S. DATE: 10-13-2021	SCALE: AS SHOWN SHEET NO.: 1 OF 1
DAVID B. SIMMONS, JR., P.E. & L.S. PROFESSIONAL ENGINEER & LAND SURVEYOR (N.J. Lic. No. 27821) 			

SCHEDULE "B"



Warwick Town Clerk

From: Deborah Young <dyoungesq@gmail.com>
Sent: Wednesday, February 16, 2022 12:05 PM
To: Warwick Town Clerk
Cc: Michael Sweeton
Subject: Workshop Agenda Item for March 24th - FOCL

RECEIVED
FEB 16 2022
Town of Warwick
Town Clerk

Hi Eileen:

Thank you for taking the time to speak with me today. As you know, I am the President of Friends of Cascade Lake, Inc. - the non-profit organized to help support the Town of Warwick with preserving and maintaining Cascade Lake Park, a designated natural resource area, so that all of our citizens can safely enjoy using it for passive, recreational purposes. The passive recreational activities currently permitted are things such as hiking, picnics, fishing, kayaking, canoeing, mountain biking and horseback riding.

As we discussed, FOCL would like to participate in the Board Workshop prior to the March 24th Town Board meeting so that we can share what we hope to accomplish, hear what the Board would like to see in place so we can collaborate and coordinate the Town's goals with the goals and efforts of our organization, and learn what the Town Board is already doing or planning to do with respect to Cascade Lake Park. I anticipate at least two or three of our members will be there to represent FOCL.

Thank you for helping me facilitate our participation in the workshop session. Once we have met in the workshop, I am happy to work with the Board to get an initial presentation scheduled for a public Town Board meeting if the Board so desires.

Most sincerely,

Debi Young

--

Deborah A. Young, Attorney at Law
Licensed in NY-NJ-Federal D.NJ
3 Forester Ave., Suite 302
Warwick, NY 10990
845-986-5036
dyoungesq@gmail.com
www.deborahayoungesq.com

Contact: Mike Sweeton
Town of Warwick
Phone 845 986 1120 x240
Fax 845 986 9908

132 Kings Highway
Warwick, NY 10990

Town of Warwick

Press Release

RECEIVED
FEB 15 2022
Town of Warwick
Town Clerk

The Town of Warwick is looking for a Facility Manager for the former Kutz Camp.

The Town of Warwick acquired the 85 acre former Kutz Camp with the intent of re-purposing it for the benefit and enjoyment of Warwick residents as well as serving as another attraction for visitors to our Town. Part of achieving that goal is to make certain upgrades and begin exploring opportunities for the facility. The Town is now seeking a person to oversee that process.

Warwick, February 15, 2022: Request for Proposal

The Town is seeking candidates for the position of Facility Manager of its Kutz Camp facility. The Camp is a multi-functional facility that includes Town operated swimming pools, boating and fishing on the lake, picnic and hiking areas, conference center and sleeping facilities for event activities, theater and arts building, tennis/pickleball courts, full commercial kitchen and other associated activities.

Responsibilities include:

- Overseeing facility upgrades for 2022 season
- Administrative- Management of facility and staff, bookkeeping functions, overseeing daily operations, scheduling events, etc.;
- Marketing and community outreach for use of the facilities;
- Periodic reporting to the Town Board;
- Project and facility budgeting with timelines;

Requirements for Facility Manager at Kutz Camp

1. Experience in managing construction/renovation projects
2. Experience with project budgets and completion timelines
3. Experience working with diverse groups like artists, youth groups, entrepreneurs
4. Part- or full-time availability will be considered
5. Salary – TBD and commensurate with experience

All inquires should be sent to: Town of Warwick, 132 Kings Highway, Warwick, NY 10990

Attn: Supervisor's Office

You may email your proposal to msweeton@townofwarwick.org

For Release 3 p.m. EDT, February 15,2022

X

Warwick Town Clerk

From: Deidre Ellis (ClerksOffice2@WestMilford.org) <ClerksOffice2@westmilford.org>
Sent: Thursday, February 17, 2022 9:39 AM
To: bsmith@bloomington.net; clerk@butlerborough.com; jbakalarczyk@hardyston.com;
clerk@villageofgreenwoodlake.org; mreilly@jeffersontownship.net;
kiuele@kinnelonboro.org; cclipperton@rockawaytownship.org; clerk@ringwoodnj.net;
townclerk@vernontwp.com; Warwick Town Clerk; mlysicatos@passaiccountynj.org;
dimhof@passaiccountynj.org; pcpb@passaiccountynj.org;
jasonmi@passaiccountynj.org; Pamela Jordan (PlanningBoard@WestMilford.org);
Pamela Jordan (ZBOA@WestMilford.org)
Cc: Diane Curcio (ClerksOffice@WestMilford.org)
Subject: Introduced Ordinance 2022-012
Attachments: 2022-012-AmendChap500-UpdatePermittedUse.pdf

February 17, 2022

TO: Borough of Bloomingdale
Borough of Butler
Borough of Kinnelon
Borough of Ringwood
Passaic County Clerk
Passaic County Planning Board
Township of Hardyston
Township of Jefferson
Township of Rockaway
Township of Vernon
Town of Warwick
Township of West Milford Planning Board
Village of Greenwood Lake

RECEIVED
FEB 17 2022
Town of Warwick
Town Clerk

Re: Ordinance 2022-012;

2022-012 ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO UPDATE AS A PERMITTED USE, ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITH THE TOWNSHIP

Dear Sir/Madam:

Please take notice that the above Ordinance 2022-012 was introduced at a Regular Meeting of the Mayor and Governing Body of the Township of West Milford held on February 16, 2022.

Enclosed herewith is a copy of Ordinance 2022-012 as referenced above.

Deidre Ellis

Deidre Ellis
Clerk's Office

973-728-2714

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Township of West Milford

Passaic County, New Jersey

~ Ordinance 2022 – 012 ~

ORDINANCE OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY AMENDING CHAPTER 500 "ZONING" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP TO UPDATE AS A PERMITTED USE, ZONING AREAS FOR THE CULTIVATION, MANUFACTURING, WHOLESALE, DISTRIBUTION, RETAIL AND DELIVERY OF CANNABIS WITH THE TOWNSHIP

WHEREAS, in 2021 the Township of West Milford adopted an ordinance allowing for the cannabis business licenses as a conditional use within the township, limited to certain zones; and

WHEREAS, the governing body wishes to update the ordinance to reflect areas where such businesses shall be allowed to operate in the Township as a permitted use, and to include all zones, with the exception of residential zones.

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of West Milford, County of Passaic, State of New Jersey as follows that the following code sections only are repealed and replaced as follows:

SECTION 1.

Article XVII Cannabis Cultivation, Manufacturing, Wholesale, Distribution, Retail and Delivery

§ 500-192 Cannabis Cultivator, Manufacturer, Wholesaler and Distributor

A. Cannabis Cultivator, Manufacturer, Wholesaler and Distributors shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-11, R-1PN, SHD/R-2 Zones), and subject to the following:

- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
- (2) Lot Area: The minimum lot area shall be one (1) acre.
- (3) Setback: The minimum front yard setback shall be 50 feet or the minimum zone standard, whichever is greater.
- (4) Buildings: All facilities shall be enclosed in heated/air-conditioned buildings, not in greenhouses, hoop houses or outdoors.
- (5) Odor Control: The facility shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that and odor generated inside the facility is not detectable by a person of reasonable sensitivity at the property line of the subject property. Odor from the facility shall be monitored on an annual basis at the discretion of the Township by a licensed, qualified contractor chosen by the Township. All monitoring costs shall be incurred by the business.
- (6) Signage: Signs shall be limited to the address, name of the company and emergency contact information located on one (1) ground sign not to exceed 24 square feet.
- (7) State License: The facility must have a valid license to operate from the State of New Jersey.
- (8) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ and the Township of West Milford.

§ 500-193 Cannabis retailer

A. Cannabis retailer shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-11, R-1PN, SHD/R-2 Zones), and subject to the following:

- (1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
- (2) Location: Cannabis retailers shall be separate and distinct from growing operations.
- (3) Buildings: All Cannabis retailers shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
- (4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
- (5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Delivery services shall submit a safety and security plan and emergency services access plan.
- (6) Accessibility: Any cannabis retailer shall have only one primary public access point, which shall be directly adjacent to the right of way or parking area of the building. Access should not be through common entrances with other uses.
- (7) Hours of operation for cannabis retailers shall be limited to 9:00 a.m. to 10:00 p.m.
- (8) Interior Security: Cannabis retailers' interiors shall provide a secure location for storage of products, with minimum products in any customer service area.
- (9) Exterior Loitering and Security: People shall not be permitted to congregate outside of a cannabis retailer, loiter or wait in line to access the cannabis retailer. The facility shall have a plan in place if interior capacity is exceeded, i.e., numbers are given and customers wait in their vehicles until called.
- (10) Product Consumption. No products shall be permitted to be consumed on-site.
- (11) State License: The facility must have a valid license to operate from the State of New Jersey.
- (12) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ and the Township of West Milford.

§ 500-194 Cannabis Delivery

- A. Cannabis Delivery shall be a permitted use in all zones of the Township of West Milford, with the exception that no such permitted use shall occur in any residential zone (LR, R-1, R-2, R-3, R-4, R-1I, R-1PN, SHD/R-2 Zones), and subject to the following:
- 1) Eligible Locations: Facilities shall be at least 500 feet from any parks and 1,000 feet from any schools.
 - 2) Location: Cannabis Delivery shall be separate and distinct from growing operations.
 - 3) Buildings: All Cannabis Delivery services shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
 - 4) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
 - 5) Site Plan Approval: When seeking site plan approval, the Applicant for Cannabis Delivery services shall submit a safety and security plan and emergency services access plan.
 - 6) Interior Security: Cannabis Delivery services interiors shall provide a secure location for storage of products.
 - 7) Exterior Loitering and Security: Customers shall not be permitted to pick up products from a Cannabis Delivery service.
 - 8) Product Consumption. No products shall be permitted to be consumed on-site.
 - 9) State License: The facility must have a valid license to operate from the State of New Jersey.
 - 10) Any cannabis facility is subject to compliance with all State laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

RECEIVED

FEB 17 2022

Town of Warwick
Town Clerk

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

January 5, 2022

Supervisor Michael Sweeton
Town of Warwick
132 Kings Highway
Warwick, NY 10990

Dear Supervisor Sweeton:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2021 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2022.

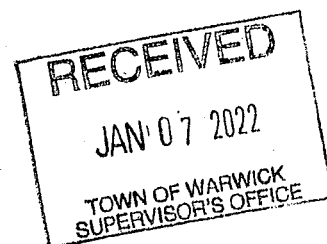
If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joan H. Casazza".

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA



TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124
POLICE DEPT. TELEPHONE (845) 986-5000
RECEIVER OF TAXES (845) 986-1125
PUBLIC WORKS TELEPHONE (845) 986-3358
TOWN HALL FAX (845) 986-9908
SUPERVISOR msweeton@townofwarwick.org
TOWN CLERK clerk@townofwarwick.org

February 15, 2022

Town Board Auditing Committee Members
Town of Warwick
132 Kings Hwy
Warwick, NY 10990

RECEIVED

FEB 15 2022

Town of Warwick
Town Clerk

Dear Town Board Auditing Committee Members:

As required by Uniform Justice Court Act – § 2019-a, an audit of the Town of Warwick Justice Court financial records and dockets was performed on February 15, 2022.

The audit consisted of interviewing staff, observation of procedures, and examination of documentation. The review included examining cash receipts and disbursements, bank statements and supporting documents, reconciliations of book and bank balances, and reporting to governmental agencies.

The financial records and dockets, of the Town of Warwick Justice Court, have been duly examined. The fines and fees therein shown have been collected and have been turned over to the proper officials as required by law. Although the Town of Warwick Justice Court has less than five cases where payment plans have been instituted, the audit revealed the Justice Court does not have a schedule of payment plans. A schedule of payment plans would add an additional element to the already high level of control.

I believe the audit conducted provides a reasonable basis for my opinion:

In my opinion, the Town of Warwick Justice Court maintains accurate and complete financial records and dockets.

Sincerely,

Bonnie Kane
Town Comptroller

Cc: Michael Sweeton, Town Supervisor
Honorable Peter Barlet
Honorable Nancy DeAngelo

X

RECEIVED
FEB 10 2022
Town of Warwick
Town Clerk

Warwick Town Clerk

From: Jennifer Crusco <jcrusco@holyanimals.org>
Sent: Thursday, February 10, 2022 11:19 AM
To: Warwick Town Clerk
Subject: Fwd: AHA Trivia Team Wins Contest; Donates Prize to Caroline House
Attachments: AHATriviaNight22.docx; trivia poster.jpg; TriviaTeam.jpg; TriviaTeam@AHA.jpg

Dear Eileen: Trivia contest winner Jacqueline Arbogast is a resident of Warwick, New York.

Congratulations to the Academy of the Holy Angels Trivia Team!

Jacqueline, Ava, Maia, and Alexis won the top prize in the Second Annual SSND Trivia Night. The Angels won the general trivia competition and posted the highest overall score. This Catholic Schools Week event was hosted by the North America Vocation Team of the School Sisters of Notre Dame, and included SSND trivia and general knowledge.

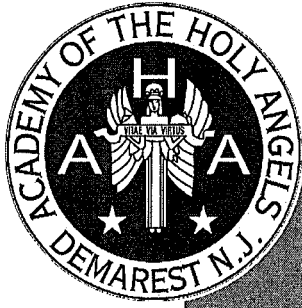
The prize, a \$100 donation to the SSND charity of their choice, went to Caroline House. This Connecticut-based organization empowers women and children by providing education in English language and life skills.

Great work, Angels!

Jennifer Crusco
Public Relations Manager
The Academy of the Holy Angels
315 Hillside Avenue
Demarest, New Jersey 07627
(201) 768-7822, ext. 267



“Love is the bond that unites us...” | #FlyAsOne | #140YearsStrong



Contact: Jennifer Grusco
Public Relations Manager
(201) 768-7822, Ext. 267
jcrusco@holyangels.org

February 2022

AHA Takes First at SSND Trivia Night; Donates Prize to Caroline House

Demarest, NJ: Academy of the Holy Angels trivia masters Jaqueline Arbogast, Ava Santoro, Maia German, and Alexis Mysliwicz brought home the top prize in the Second Annual SSND Trivia Night. This Catholic Schools Week contest is hosted by the North America Vocation Team of the School Sisters of Notre Dame, and includes SSND trivia and general knowledge.

“AHA won the general trivia category and posted the highest overall score,” AHA Campus Ministry Director Kathy Sylvester noted.

The prize, a \$100 donation to the SSND charity of their choice, went to Caroline House in Bridgeport, Connecticut. A sponsored ministry of the Atlantic-Midwest Province of the SSND, Caroline House strives “(t)o enable women and children to reach the fullness of their potential through education in English language and life skills.” (Source: thecarolinehouse.org)

Nine schools associated with the SSNDs were invited to participate in the Zoom trivia competition. Event organizers Sister Bridget Waldorf, Sister Carol Jean Dust, Sister Jill Laszewski, Sister Stephanie Spandl, and Sister Nancy Gilchriest view the contest as a way for students to interact with peers from schools across the United States and Guam.

Although the participants were competing against each other, they also connected by singing their school songs.

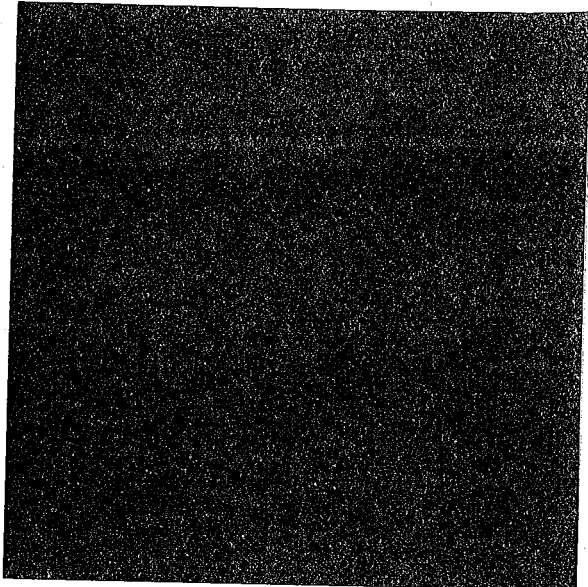
Founded by the School Sisters of Notre Dame in 1879, the Academy of the Holy Angels is the oldest private girls’ school in Bergen County. While AHA is steeped in Catholic tradition, this prestigious school serves young women from many cultural and religious backgrounds.

315 HILLSIDE AVENUE, DEMAREST, NJ 07627

201.768.7822 | HOLYANGELS.ORG

X

February 11, 2022



RECEIVED
FEB 14 2022
Town of Warwick
Town Clerk

Town of Warwick Town Board
132 Kings Highway
Warwick, NY 10990

To: Supervisor Michael Sweeton & Town Board

I, Regina Feliciano accept the position of ZBA Recording Secretary for the Town of Warwick for the year 2022.

I look forward to working with you.

Regina Feliciano
Regina Feliciano

Y

RECEIVED

FEB 14 2022

Town of Warwick
Town Clerk

TOWNSHIP OF VERNON

**Land Use Board Hearing on Reexamination of
Municipal Master Plan and Adoption of
Reexamination Report**

TAKE NOTICE that on Wednesday, February 23 at 7:00 PM in the Council Chambers of the Vernon Township Municipal Building, 21 Church Street, Vernon, New Jersey, a public hearing will be held before the Land Use Board for re-examination of the Municipal Master Plan and adoption of the Master Plan Reexamination Report.

Any interested party may appear at the hearing and participate in accordance with the rules of the Land Use Board. Formal action of adoption by the Land Use Board may occur on the hearing date. Copies of the Master Plan Reexamination Report which is proposed for adoption and all other documents related to the hearing are on file in the Planning and Community Development Department and are available for inspection during normal business hours.

Kimberley Decker, Secretary
Township of Vernon Land Use Board
Municipal Building
21 Church Street
Vernon, New Jersey 07462

Warwick Town Clerk

From: Britney Jones <britney@memorycare.com>
Sent: Thursday, February 10, 2022 10:07 AM
To: Warwick Town Clerk
Subject: Memory care resources for veterans

RECEIVED
FEB 10 2022
Town of Warwick
Town Clerk

Hi Eileen

I hope your week is going well! My name is Britney Jones and I am the community outreach manager for Memorycare.com. I wanted to reach out and to let you know about the work my team is currently doing to help veterans learn about the memory care benefits that are available to them.

Based on our research and conversations we have had with community leaders across the US, many veterans suffering from Alzheimer's are unaware of the available programs that can help maintain or improve their quality of life. So we created a resource that provides comprehensive information on topics like available care options and financial support that can provide assistance during their time of need. You can read more about work here:

- <https://www.memorycare.com/veterans/>

I'd love to see our guide included with the other great information you've published here (<https://www.townofwarwick.org/>) or anywhere else you feel is appropriate.

If I accidentally emailed the wrong person or if you have feedback about Memorycare.com, please let me know.

Looking forward to hearing from you!

Sincerely,

Britney Jones
Community Outreach
Memorycare.com



**Department of
Transportation**

ORANGE COUNTY DEPARTMENT
OF PUBLIC WORKS

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

2022 FEB -7 PM 1:34

LANCE MacMILLAN, P.E.
Regional Director

February 1, 2022

Michael Villarosa, P.E.
Orange County Department of Public Works
P.O Box 509
Goshen, NY 10924

RECEIVED

FEB 14 2022

Town of Warwick
Town Clerk

Re: Study# 822- 6298/ File #: 33.37-180
Speed Studies; Town of Warwick, Orange County
T21-312

Dear Mr Villarosa:

Thank you for your correspondence to the New York State Department of Transportation (NYSDOT) dated November 19, 2021, and January 3, 2022. Your email included a TE-9a form and Resolution from the Town of Warwick formally requesting a linear speed limit of 20 MPH for Lake Street and Greenwood Avenue in the Town of Warwick, Orange County.

As NYSDOT has mentioned before, Lake Street and Greenwood Avenue are within the Warwick Town area which has an area speed limit established at 30 MPH. An area speed limit is one which applies to all highways within a specific area, except those specifically excluded. Generally, the appropriate speed limit for an area regulation is determined with respect to major streets within the area. Major streets are of greater significance with respect to the area traffic pattern and are usually the source of local concern. Minor streets, such as Lake Street and Greenwood Avenue, are generally of less significance since they carry little traffic and often involve conditions which effectively limit speed. By New York State law, no such area speed limit may be less than 30 MPH.

As a result of our review, NYSDOT has determined that a linear speed limit of 20 MPH is not appropriate for Lake Street and Greenwood Avenue; therefore, they will remain part of the area speed limit of 30 MPH. The Town Highway Department may choose to evaluate Lake Street and Greenwood Avenue to determine if the installation of warning signs may be appropriate for certain road conditions.

Thank you for your interest in and support for the transportation system. If you require further information on this request, please contact the Regional Traffic and Safety Group, at (845) 437-3320 and reference T21-312.

Sincerely,

C. Kingsley Onyeche
Transportation Analyst

cc: The Honorable Eileen Astorino, Clerk, Town of Warwick

Warwick Town Clerk

RECEIVED

FEB 14 2022

Town of Warwick
Town Clerk

From: Villarosa, Michael <MVillarosa@orangecountygov.com>
Sent: Monday, February 14, 2022 3:16 PM
To: Warwick Town Clerk; Michael Sweeton; Ben Astorino
Cc: Denega, Erik; Ewald, Travis; Guarnuccio, Frank
Subject: RE: Old Dutch Hollow - Speed Limit Reductions
Attachments: 2022-02-01 (Warwick) NYSDOT Response - Lake Street and Greenwood Ave - No Reduction.pdf

Dear Mr. Sweeton, Eileen and Ben,

Please see attached response from NYSDOT regarding speed limit reduction request for Lake Street and Greenwood Avenue (development off Old Dutch Hollow Road). As you will, NYSDOT has determined no reduction along the requested roadways.

Michael Villarosa, P.E.
Principal Engineer
Orange County Department of Public Works
2455-2459 Route 17M – PO Box 509
Goshen NY 10924-0509
Phone: (845) 291-2764
mvillarosa@orangecountygov.com

From: Villarosa, Michael
Sent: Tuesday, January 04, 2022 9:42 AM
To: Eileen Astorino (clerk@townofwarwick.org) <clerk@townofwarwick.org>; Michael Sweeton <msweeton@townofwarwick.org>; Ben Astorino <bastorino@townofwarwick.org>
Cc: Denega, Erik <EDenega@orangecountygov.com>; Ewald, Travis <TEwald@orangecountygov.com>; Guarnuccio, Frank <FGuarnuccio@orangecountygov.com>
Subject: RE: Old Dutch Hollow - Speed Limit Reductions

Dear Mr. Sweeton, Eileen, and Ben,

Happy New Year! We apologize for the delay in getting this out but please see the attached correspondence mailed to NYSDOT on January 3, 2022 regarding the Speed Limit Reduction Request for Lake Street and Greenwood Avenue. Thank you.

Michael Villarosa, P.E.
Principal Engineer
Orange County Department of Public Works
2455-2459 Route 17M – PO Box 509
Goshen NY 10924-0509
Phone: (845) 291-2764
mvillarosa@orangecountygov.com

From: Villarosa, Michael
Sent: Wednesday, December 08, 2021 3:47 PM
To: Michael Sweeton <msweeton@townofwarwick.org>
Subject: RE: [EXTERNAL]speed limits

Mr. Sweeton,

Thank you for the response. Understood. I will write the cover letter to help clarify for the State reviewer. I will get it out to them by the end of this week.

Michael Villarosa, P.E.

Principal Engineer

Orange County Department of Public Works

2455-2459 Route 17M – PO Box 509

Goshen NY 10924-0509

Phone: (845) 291-2764

mvillarosa@orangecountygov.com

From: Michael Sweeton <msweeton@townofwarwick.org>

Sent: Wednesday, December 08, 2021 3:10 PM

To: Villarosa, Michael <MVillarosa@orangecountygov.com>

Subject: [EXTERNAL]speed limits

Not sure if anyone responded , the clerk was off. Yes our request would be for the town roads, we'll deal with the private streets, sorry for that confusion. Also old Dutch is 30 and it was not part of the request to change but if DOT recommends it we would gladly change it as well.

Thanks, mike

Michael P. Sweeton

Town supervisor

(845) 986-1120 x240

