

**PUBLIC HEARING**  
**February 8, 2024**  
**7:15pm**

**PUBLIC HEARING: SCHEDULE PUBLIC HEARING – INTRODUCTORY LOCAL LAW NO. 1 OF 2024 –A LOCAL LAW EXTENDING LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR TO EXPIRE DECEMBER 31, 2024.**

**AGENDA**  
**TOWN BOARD MEETING**  
**February 8, 2024**  
**7:30pm**

**REGULAR MEETING**  
**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**  
**PRESENTATIONS:**

**CORRESPONDENCE: (see addendum #1)**

**BOARD’S DISCUSSION ON CORRESPONDENCE**

**VISITING ELECTED OFFICIALS**

**DEPARTMENT OF PUBLIC WORKS REPORT (see addendum #2)**

**PARKS DEPARTMENT (see addendum #3 & #4)**

**ENVIRONMENTAL CONSULTANTS REPORT**

**TOWN BOARD REPORTS:**

- **COUNCILMAN DE ANGELO**
- **COUNCILMAN KOWAL**
- **COUNCILMAN MATTINGLY**
- **COUNCILMAN SHUBACK**
- **ATTORNEY**
- **TOWN CLERK (see addendum #5)**
- **SUPERVISOR**

**PRIVILEGE OF THE FLOOR (AGENDA ITEMS)**

**RESOLUTIONS:**

**1. BOND RESOLUTION OF THE TOWN OF WARWICK, ADOPTED FEBRUARY 8, 2024, AUTHORIZING THE PURCHASE OF A TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THAT THE ESTIMATED MAXIMUM COST THEREOF IS \$352,000.00, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$352,000.00 SERIAL BONDS TO FINANCE SAID APPROPRIATION**

Motion to adopt the following resolution:

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project;

NOW THEREFORE,

BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WARWICK IN THE COUNTY OF ORANGE, NEW YORK, (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section 1. The Town is hereby authorized to purchase a Truck for the Department of Public Works. The estimated maximum cost of said class of objects or purposes, including preliminary costs, legal documents and costs incidental hereto and the financing thereof, is \$352,000.00 and the said amount is hereby appropriated therefor. The plan of financing is the issuance of \$352,000.00 serial bonds to finance said appropriation and the levy of a tax on all the taxable real property within the Town to pay the principal of said bonds and interest thereon as the same shall become due and payable.

Section 2. Serial bonds in the principal amount of \$352,000.00 are hereby authorized to be issued pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and stated:

a) The period of probable usefulness applicable to the purpose for which said serial bonds herein authorized are to be issued, within the limitations of Section 11.00a.28 of the Law, is fifteen (15) years.

b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

c) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. The bonds authorized by this resolution and any bond anticipation notes in anticipation of the sale of said bonds, shall contain the recital of validity prescribed by Sec. 52.00 of the Law and said bonds and any notes issued in anticipation of such bonds, shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest of said bonds and any notes issued in anticipation of said bonds, and provisions shall be

made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and notes to mature in each year and (b) the payment of interest to be due and payable in each year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Sec. 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, and of Sec.30.00 relative to the authorization of the issuance of bond anticipation notes and of Sec. 50.00 and Sec. 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to providing for substantially level or declining annual debt service, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose of which the Town is not authorized to expend money, or
- (b) the provisions of the law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This resolution is subject to permissive referendum.

Section 8. The object or purpose described in Section 1 hereof has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act.

RESOLVED BY THE TOWN BOARD OF THE TOWN OF WARWICK IN THE COUNTY OF ORANGE, NEW YORK, AS FOLLOWS:

Section 1. The Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in WARWICK VALLEY DISPATCH, a newspaper published in Warwick, New York, the official newspaper of said Town and having a general circulation therein, together with Notice attached in substantially the form as prescribed by Sec. 81.00 of the Local Finance Law of the State of New York.

Section 2. This resolution shall take effect immediately.

## **2. ADOPT THE DRUG AND ALCOHOL TESTING PROGRAM POLICY– TOWN OF WARWICK DIAL-A-BUS- 2024**

Motion to adopt a resolution adopting the Drug and Alcohol Testing Program Policy for Town of Warwick Dial-A-Bus as written to reflect changes in the designated Professional Substance Abuse Agencies, effective immediately.

## **3. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – KAUFMAN MUSIC CENTER**

Motion to adopt a resolution authorizing the Supervisor to sign an agreement with Kaufman Music Center for use of Mountain Lake Park.

**4. APPOINT PART TIME SECRETARY TO THE CHIEF- JENNIFER O’CONNOR**

Motion to adopt a resolution to appoint Jennifer O’Conner as part-time Secretary to the Chief of Police at a pay rate of \$20.00 per hour effective immediately.

**5. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH RBT LIMITED LIABILITY PARTNERSHIP**

Motion to adopt a resolution to appoint RBT Limited Liability Partnership to conduct the Town of Warwick Annual Audit of 2023 financial statements.

**6. AUTHORISE THE PURCHASE & MAINTENENACE PROGRAM OF NYS CONTRACT PM68135 TOSHIBA ES 3025AC COPY MACHINE**

Motion to adopt a resolution to authorize the purchase and maintenance program of NYS Contract PM68135 for a Toshiba ES 3025AC copy machine in an amount not to exceed \$5,138.00 and \$33.06 per month for Toshiba Total Quality Maintenance NYS Contract pricing from Toshiba Business Solutions. Funds have been allocated in the current budget.

**7. REQUEST TO WAIVE MOUNTAIN LAKE PARK RENTAL FEE –CUB SCOUTS PACK 177**

Motion to adopt a resolution to waive the Mountain Lake Rental Fee for Cub Scout Pack 177 to host their Crossing Over Ceremony on March 8, 2024.

**8. SPECIAL EVENT PERMIT – GRAN FONDO NATIONAL CHAMPIONSHIP SERIES BICYCLING EVENT**

Motion to adopt a resolution granting approval to authorize the use of the roads in the Town of Warwick between 8am and 5pm for the Annual Highlands Gran Fondo National Championship Series Bicycling Event to be held on June 2, 2024 pending proof of Insurance and permit fee.

**9. REQUEST TO SERVE ALCOHOL – JOSIE ZULUAGA**

Motion to adopt a resolution granting permission to Josie Zuluaga to serve alcohol at the Mountain Lake Park on February 24, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk’s office.

**10. REQUEST TO SERVE ALCOHOL – ELIZABETH BROOKS & MATT O’CONNOR**

Motion to adopt a resolution granting permission to Elizabeth Brooks and Matt O’Connor to serve alcohol at the Mountain Lake Park on June 22, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk’s office.

**11. APPOINT ALTERNATE MEMBER TO PLANNING BOARD – VIKKI ANTONIADES GARBY**

Motion to adopt a resolution to appoint Vikki Antoniadis Garby as an alternate member to the Town of Warwick Planning Board for a 1-year term to expire December 31, 2024.



**12. SCHEDULE PUBLIC HEARING INTRODUCTORY LOCAL LAW NO. 2 OF 2024 AMEND CHAPTER 164-53 - ADD ALTERNATE MEMBER TO THE ZONING BOARD OF APPEALS**

Motion to adopt a resolution scheduling a Public Hearing for Introductory Local Law No. 2 of 2024 entitled “Amend Chapter 164-53 Add Alternate Member to the Zoning Board of Appeals”. Said hearing to be held on Thursday, February 22, 2024 at 7:15 p.m. or soon thereafter may the matter be heard at Town Hall, 132 Kings Highway, Town of Warwick.

**13. CREATE EIGHT (8) POSITIONS FOR PART TIME GROUNDSKEEPERS**

Motion to adopt a resolution for Orange County Department of Human Resource to create eight (8) positions for part-time groundskeepers.

**14. CREATE PART TIME BUILDING INSPECTOR III**

Motion to adopt a resolution for Orange County Department of Human Resource to create the position of a part-time Building Inspector III.

**15. APPOINT PART TIME BUILDING DEPARTMENT CLERK – PATRICIA PETRESHOCK**

Motion to adopt a resolution to appoint Patricia Petreshock as a part-time building department clerk at a rate of pay of \$17.50 per hour effective February 12, 2024.

**16. ACCEPT RESIGNATION OF ANIMAL CONTROL OFFICER – CHRISTINE SHEREN**

Motion to adopt a resolution accepting the resignation of Christine Sheren as a Town of Warwick Animal Control Officer effective immediately.

**17. ADOPT LOCAL LAW NO 1 OF 2024 ENTITLED “A LOCAL LAW EXTENDING LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR TO EXPIRE DECEMBER 31, 2024”.**

Motion to adopt a resolution adopting Local Law No 1 of 2024 entitled “a Local Law Extending Local Law No. 4 of 2023 a six-month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the Town of Warwick for an additional year to expire December 31, 2024”.

**18. APPOINT PART TIME BUILDING INSPECTOR III – ANTHONY PASCULLO**

Motion to adopt a resolution to appoint Anthony Pascullo as a part time Building Inspector III at a pay rate of \$30.00 per hour effective February 12, 2024.

**19. AUTHORIZE SUPERVISOR TO SIGN 2024 SENIOR DINING PROGRAM**

Motion to adopt a resolution for the Supervisor to sign 2024 Senior Dining Program Agreement with the Orange County Office of the Aging.

**20. AMEND #R2023-465 ACQUIRE EASEMENT OVER LAND IN VILLAGE OF WARWICK KNOWN AS “LEWIS WOODLANDS”**

Motion to amend resolution #R2023-465 ACQUIRE EASEMENT OVER LAND IN VILLAGE OF WARWICK KNOWN AS “LEWIS WOODLANDS” to acquire an easement in perpetuity at a cost of \$33,750.00 over land to be acquired by the Village of Warwick, known as SBL# 205-1-31.2, as parkland extending the boundaries of “Lewis Woodlands” such property to be encumbered by a Conservation Easement (CE) to be filed by the Village of Warwick in a form approved by the Town Attorney. Proceeds to be paid from the Community Preservation Fund upon recommendation of the Community Preservation Advisory Board and subject to a permissive referendum.

**21. REQUEST TO SERVE ALCOHOL – WARWICK VALLEY ROTARY**

Motion to adopt a resolution granting permission to Warwick Valley Rotary Club to serve alcohol at the Mountain Lake Park on March 10, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk’s office.

**22. APPROVE 2024 FEES - MOUNTAIN LAKE PARK SWIMMING LESSONS/POOL PASSES**

Motion to adopt a resolution to approve proposed 2024 fees for Mountain Lake Park swimming lessons and season Pool passes. (see addendum #3 & #4).

**23. AUTHORIZE SUPERVISOR TO SIGN MEMORANDUM OF AGREEMENT – POLICE BENEVOLENT ASSOCIATION**

Motion to adopt a resolution authorizing the Supervisor to sign a Memorandum of Agreement with the Police Benevolent Association to allow for a one (1)-time stipulation to provide Officer Jordan Tetreault with the semi-annual payment of the uniform allowance for the period of July 1, 2023 through December 31, 2023.

**24. REQUEST TO SERVE ALCOHOL – NICOLE MCCOURT**

Motion to adopt a resolution granting permission to Nicole McCourt to serve alcohol at the Mountain Lake Park on April 13, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk’s office.

**25. APPOINT PART TIME OFFICER – TYLER MORELLA**

Motion to adopt a resolution to appoint Tyler Morella as a part time Police Officer at a rate of pay of \$27.03 per hour effective February 24, 2024 as per recommendation letter dated February 5, 2024 from the Police Chief.

**26. REQUEST TO SERVE ALCOHOL – JOSEPH CHAVEZ CAREY**

Motion to adopt a resolution granting permission to Joseph Chavez Carey to serve alcohol at the Mountain Lake Park on February 13, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk’s office.

**27. ACCEPT RESIGNATION PART TIME POLICE OFFICER – BRUCE D. BARCLAY**

Motion to adopt a resolution accepting the resignation of Part Time Police Officer Bruce D. Barclay effective February 10, 2024.

**28. AUTHORISE TOWN TO SEEK RFQ – ENGINEERING SERVICES FOR WICKHAM SEWER DISTRICT #1**

Motion to adopt a resolution authorizing the Town to seek RFQ for Engineering Services for Wickham Sewer District #1. Specifications for the quotes may be printed from townofwarwick.org website or in the Town Clerk’s office located at 132 Kings Highway, Warwick New York. All sealed quotes must be received by the Town Clerk no later than March 9, 2024 by 9:00am at which time these quotes will be opened and read.

**PRIVILEGE OF THE FLOOR (GENERAL)**

**APPROVAL TO PAY ALL AUDITED BILLS:**

**APPROVAL OF MINUTES**

- Regular Meeting- January 8, 2024

**ADJOURN**

TENTATIVE

## **CORRESPONDENCE:**

ELLIOT & JEREMY BELTZER WILLIAMS – Owners of 5 Peach Tree Lane, Warwick, New York. Letter dated January 18, 2024 to the Town Clerk and an email dated January 23, 2024 to the Town Clerk requesting a revocation hearing for their Short-term rental.

JOHN RADER – Police Chief, Town of Warwick. Letter dated January 23, 2024 recommending Jennifer O'Connor be appointed as Secretary to the Chief.

ARIANA DALTON – Marriage Officer, Town of Warwick. Letter dated January 24, 2024 asking the Town Board to re-appoint her as a Marriage Officer for the year of 2024.

SHANNON M. MANNESE – CPA, CFE Partner with RBT Limited Liability Partnership. Letter dated January 16, 2024 to the Town Board requesting to do the Town of Warwick's annual audit of financial statements.

LORI MOSHER – Court Clerk, Town of Warwick. Memo dated January 29, 2024 regarding the acceptance of on-line payments for all fines and fees.

NEIL WINTER – Director, Regional & Community Affairs Orange & Rockland Utilities.

Letter dated January 19, 2024 to the Town regarding paving and road improvement schedules of the town so they can coordinate projects.

MATT MOTYKA – Cub Master. Pack 177 Warwick, NY. Letter to the Town requesting to waive the rental fee for Mountain Lake Park to hold their crossing over ceremony.

MELISSA SHAW-SMITH – Creative Director, Wickham Works. Email dated January 25, 2024 to the Town Clerk regarding Warwick Valley Spring Green Calendar highlighting smart climate action happening in our community.

KAREN AMUNDSON – Justice, Town of Warwick. Email dated January 30, 2024 to the Town Board requesting to hire two court officers with attached resumes of perspective employees.

VIKKI ANTONIADES GARBY – Resident, Town of Warwick. Letter dated January 22, 2024 to the Town Board requesting to serve on the Town of Warwick Planning Board.

NEIL WINTER – Director, Regional & Community Affairs Orange & Rockland Utilities. Letter dated January 26, 2023 to the Town regarding free in person and virtual Excavator Safety Seminars for municipal workers.

CHRISTINE SHEREN – Animal Control Officer, Town of Warwick. Letter dated January 31, 2024 to the Supervisor regarding her resignation.

JOSEPH MALFA – Fiscal Manager, Office of the Aging, Orange County. Email dated February 1, 2024 regarding Warwick 2024 Senior Dining Program.

JAY WESTERVELD – Director, NY Natural History Council. Letter dated January 19, 2024 to the Board regarding Proposal for Wickham lake Aquatic Lab/Nature Center.

JOHN RADER – Police Chief, Town of Warwick. Letter dated February 5, 2024 recommending Tyler Morella be appointed to a part-time Police Position.

BRUCE D. BARCLAY – Police Officer, Town of Warwick. Letter to the Police Chief regarding his resignation.

## DEPARTMENT OF PUBLIC WORKS REPORT

	<u>WORK DONE BY DPW</u>	
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
TREE WORK	Jessup Rd.	Clear roadsides
	Merrits Island Rd.	Clear roadsides
	Cascade Rd.	Clear roadsides
POT HOLES	Town wide	Fill with cold mix
ROAD REPAIR	Bowen Rd.	Repair road edges
	Brady Rd.	Repair road edges
	Cascade Rd.	Repair road edges
SANDING	Town wide	Sand/salt mountain routes
VEHICLE MAINT.	As needed	
EMERG. REPAIRS	As needed	
ROAD SIGNS	Town wide	Replace as needed
HAUL MATERIAL	Stockpile	Haul grit to stockpile
WATER DEPT.	Jersey Ave.	Repair broken water main



**Mountain Lake Park Pool  
Membership Application for Town of Warwick Residents  
\*Summer 2024\***

Open Weekends only May 25 through June 23, 2024 including Memorial Day  
Open 7 days a week June 24 through September 2, 2024 including Labor Day

Pool Hours  
10:00am - 6:00pm

**Season Pass Options:**

<b>PASS TYPE</b>	<b>PRE-SEAS ON TOWN RESIDENT</b>	<b>BEGINNING JUNE 1 TOWN RESIDENTS</b>	<b>NON-RESIDENT WARWICK SCHOOL TAX PAYER CURRENTLY ENROLLED STUDENT</b>
<b>Family Season Pass – 6 Family Members Max</b>	<b>\$225</b>	<b>\$375</b>	<b>\$400</b>
<b>Senior Season Pass (Age 60 +)</b>	<b>\$25</b>	<b>\$35</b>	<b>\$50</b>
<b>Adult Season Pass (Age 18+)</b>	<b>\$75</b>	<b>\$125</b>	<b>\$125</b>
<b>Children Season Pass (Age 6 – 17) 12 and under must be accompanied by Adult Season Pass Holder</b>	<b>\$30</b>	<b>\$50</b>	<b>\$80</b>
<b>Extra Family Member Season Pass</b>	<b>\$25</b>	<b>\$25</b>	<b>\$25</b>
<b>Replacement Pass</b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>
<b>Daily Fee (Guest Pass/per day)</b>	<b>\$12</b>	<b>\$12</b>	<b>\$12</b>

**THERE WILL BE A FEE OF \$25.00 FOR EACH ADDITIONAL FAMILY MEMBER UP TO 2  
(Additional Family Member passes must live in the same household.)**

TOWN CLERK REPORT

1. FEES COLLECTED – JANUARY 2024

Interest in Town Clerk’s Checking Account	\$3.53
MLP Art Studio	\$2,800.00
MLP Dance Studio	\$150.00
MLP Front Building	\$1,500.00
MLP Kitchen Per Hour	\$610.00
MLP Kitchen Storage	\$20.00
MLP Lakeside Pavilion	\$1,359.00
MLP Lodge Dining Hall	\$1,265.00
MLP Lounge	\$475.00
MLP Lodge Lower Level	\$100.00
MLP – NR Lodge Dining Hall	\$192.50
MLP- Office Small Room	\$200.00
MLP- Office Large Room	\$100.00
MLP Table cloths	\$50.00
Wickham Woodland Manor Fee	\$500.00
Marriage Certified	\$110.00
Carter Permit	\$2,600.00
Photocopies	\$15.25
Photographs	\$30.00
Special Event Permit	\$25.00
Use of Room Senior Center	\$300.00
Dog Impoundments	\$230.00
Town Park Pavilion	\$400.00
Athletic Field Fee	\$100.00
Marriage License Fee	\$105.00
Bell Jar Permit	\$20.00
Game of Chance	\$10.00
Bingo	\$7.50
Conservation	\$8.43
Dog Licensing	\$1,603.00
Registrar Town of Warwick	\$490.00
Wickham Woodland Manor Deposit	\$600.00
MLP Deposit Lodge Dining Hall	\$2,400.00
MLP Deposit Lodge Lounge	\$475.00
MLP Deposit Lodge Lower	\$100.00
MLP Deposit Cabins/Apartments	\$2,000.00
MLP Dance Studio Deposit	\$100.00
MLP Deposit Kitchen	\$600.00
MLP Deposit Lakeside Pavilion	\$1,100.00
Town Park Deposits	\$150.00
Athletic Field Deposit	\$400.00
Total Local Shares Remitted	\$23,304.21

2. FEES PAID – JANUARY 2024

NYS Dept. of Health	\$135.00
NYS Ag & Markets for Spay/neuter program	\$197.00
NYS Environmental Conservation	\$448.57
State Comptroller Bell Jar Permit	\$30.00
State Comptroller Bingo	\$11.25
State Comptroller Games of Chance	\$15.00
Village of Florida	\$90.00
Village of GWL Registrar	\$140.00
Village of Warwick for Registrar	\$1,630.00



Total Non-Local Revenues	\$2,696.82
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ADDENDUM # 5

TENTATIVE

## **NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Warwick will be holding a Public Hearing to consider Proposed Introductory Local Law No. 1 of 2024 entitled, "A Local Law extending Local Law No. 4 of 2023 a six-month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the town of Warwick for an additional year to expire December 31, 2024. Said public hearing to be held on Thursday, February 8, 2023 at 7:15 p.m. at the Town Hall, 132 Kings Highway, Warwick, NY or as soon thereafter as the matter may be heard.

A complete copy of the Introductory Local Law is available for inspection in the Clerk's Office and/or the Town of Warwick website, [townofwarwick.org](http://townofwarwick.org).

All interested persons will be given the opportunity to be heard.

DATED: January 24, 2023

**BY ORDER OF THE TOWN  
BOARD OF THE TOWN OF WARWICK  
EILEEN ASTORINO  
TOWN CLERK**

# TOWN OF WARWICK



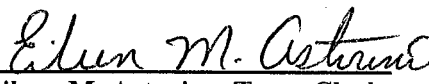
Eileen M. Astorino  
Town Clerk/Registrar  
132 Kings Highway  
Warwick, New York 10990-3152  
Tel: (845) 986-1124, ext. 246  
Fax: (845) 987-1499  
clerk@townofwarwick.org

Carolyn Purta, Deputy Town Clerk/Deputy Registrar  
Melissa Stevens, Deputy Town Clerk  
Tel: (845) 986-1124, ext. 244 or 245  
Fax: (845) 987-1499

I, EILEEN ASTORINO, Town Clerk of the Town of Warwick, in the County of Orange, State of New York HERE BY CERTIFY that the following resolution #R2024-75 SCHEDULE PUBLIC HEARING – INTRODUCTORY LOCAL LAW NO. 1 OF 2024 –A LOCAL LAW EXTENDING LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR. was adopted at the regular meeting of the Town Board of the Town of Warwick duly called and held on Thursday, January 18, 2024 have been compared by me with the original minutes as officially recorded in the Town Clerk’s Office in the Minute Book of the Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Warwick this 19<sup>th</sup> day of January, 2024.

SEAL

  
Eileen M. Astorino, Town Clerk

#R2024-75 SCHEDULE PUBLIC HEARING – INTRODUCTORY LOCAL LAW NO. 1 OF 2024 –A LOCAL LAW EXTENDING LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR.

Motion Supervisor Dwyer, seconded Councilman Mattingly to adopt a resolution to set a Public Hearing for Introductory Local Law No. 1 of 2024 entitled “Extending Local Law No. 4 of 2023 Establishing a Six month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the Town of Warwick for an additional year to expire December 31, 2024. Said hearing to be held on Thursday, February 8, 2024 at 7:15 p.m. or soon thereafter may the matter be heard at Town Hall, 132 Kings Highway, Town of Warwick.

Motion Carried (4 Ayes, 0 Nays, 1 Absent Councilman Shuback Absent) Supervisor Dwyer declared this resolution duly adopted.

# Local Law Filing

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(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County    City    Town    Village  
(select one.)

of Warwick

**Introductory Local Law No. 1 of the year 2024**

**A LOCAL LAW ENTITLED “EXTENDING LOCAL LAW NO. 4 OF 2023  
ESTABLISHING A SIX MONTH MORATORIUM PROHIBITING THE REVIEW AND  
APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES  
DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF  
TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE  
TOWN OF WARWICK FOR AN ADDITIONAL YEAR TO EXPIRE DECEMBER 31,  
2024.”**

**Be it enacted by the Town Board of the Town of Warwick as follows:**

See attached.

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(If additional space is needed, attach pages the same size as this sheet, and number each.)

**TOWN OF WARWICK**

**INTRODUCTORY LOCAL LAW NO. 1 OF 2024**

**A LOCAL LAW “EXTENDING LOCAL LAW NO. 4 OF 2023 ESTABLISHING A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR TO EXPIRE DECEMBER 31, 2024.**

Be it enacted by the Town Board of the Town of Warwick, County of Orange, State of New York as follows:

**Section 1. Title.**

This Local Law shall be referred to as “A LOCAL LAW “EXTENDING LOCAL LAW NO. 4 OF 2023 ESTABLISHING A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL YEAR TO EXPIRE DECEMBER 31, 2024.

**Section 2. Definitions.**

“Code” means the "Code of the Town of Warwick".

“Town” means the Town of Warwick.

“Town Board” means the Town Board of the Town of Warwick.

“Town Clerk” means the Town Clerk of the Town of Warwick.

“Clean Energy Business” means Business Use No. 53 set forth in 164 Attachment 1, § 164-40M, Table of Use Requirements of the Zoning Law of the Town of Warwick.

**Section 3. Legislative Findings, Purpose and Intent.**

The Town Board has determined that the Clean Energy Business regulations as written in the Zoning Law lack the specificity sufficient to oversee the approval and operation of such uses, including but not limited to Battery Energy Storage, so as to protect the public health, safety and welfare, and as certain revisions to the Zoning Law may be required to afford such protections.

Pursuant to the statutory powers vested in the Town to protect the health, safety and welfare of its residents, the Town Board of the Town of Warwick hereby declares a six-month moratorium on the submission, processing and/or approval of any applications of Clean Energy Business use, including but not limited to the placement of any Battery Energy Storage, pursuant to applicable provisions of the Zoning Law pending the Town Board's completion and adoption of certain amendments to the Zoning Law that through their review are found to be necessary to better implement the purpose and intent of said law.

**Section 4.     **Scope of Controls****

During the effective period of this Local Law, no applications or approvals for the establishment of Clean Energy Businesses shall be accepted or processed by any Departments of the Town, and no approvals for such use shall be issued by any department or Board of the Town as provided for in the Zoning Law.

**Section 5.     **Term.****

The moratorium imposed by this Local Law shall be in effect for six (6) months from the effective date of this Local Law.

**Section 7.     **Penalties.****

Any person, firm or entity that operates a Clean Energy Business without required approvals shall otherwise violate any of the provisions of this Local Law shall be subject to:

- A.     Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, regulations of the Town for violations; and
- B.     A fine not to exceed \$500.00 per day from the date that any action is taken in contravention of this local law, together with any other civil remedies available at law; and
- C.     Injunctive relief in favor of the Town to cease any and all such actions which conflict with this Local Law and, if necessary, to remove any such uses that may have taken place in violation of this Local Law.

Any application accepted or approval granted in violation of this Local Law shall be null and void.

**Section 9.     **Severability.****

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of

the Town of Warwick hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 10. Repeal.

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 11. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

## **NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Warwick will be holding a Public Hearing to consider Proposed Introductory Local Law No. 2 of 2024 entitled, "Amend Chapter 164-53, To Add an Alternate Member to the Zoning Board of Appeals". Said public hearing to be held on Thursday, February 22, 2023 at 7:15 p.m. at the Town Hall, 132 Kings Highway, Warwick, NY or as soon thereafter as the matter may be heard.

A complete copy of the Introductory Local Law is available for inspection in the Clerk's Office and/or the Town of Warwick website, [townofwarwick.org](http://townofwarwick.org).

All interested persons will be given the opportunity to be heard.

DATED: February 14, 2023

**BY ORDER OF THE TOWN  
BOARD OF THE TOWN OF WARWICK  
EILEEN ASTORINO  
TOWN CLERK**



## 164-53 Zoning Board of Appeals

### A. Creation, appointment and organization.

(1) There shall be a Board of Appeals of five members, pursuant to the provisions of § 267 of the Town Law.

(2) Appointment of members. The Town Board of Warwick shall appoint members to the Zoning Board of Appeals and shall designate a Chairperson. The Town Board may provide for compensation to be paid to experts, clerks and a secretary and provide for such other expenses as may be necessary and proper, not exceeding the appropriation made by the Town Board for such purpose.

(3) Town Board members ineligible. No person who is a member of the Town Board shall be eligible for membership on such Board of Appeals.

(4) Terms of members first appointed. In the creation of a new Board of Appeals, or the reestablishment of terms of an existing Board, the appointment of members to the Board shall be for terms so fixed that one member's term shall expire at the end of the calendar year in which such members were initially appointed. The remaining members' terms shall be so fixed that one member's term shall expire at the end of each year thereafter. At the expiration of each original member's appointment, the replacement member shall be appointed for a term which shall be equal in years to the number of members of the Board.

(5) Terms of Zoning Board of Appeals members now in office. Zoning Board of Appeals members now holding office for terms which do not expire at the end of a calendar year shall leave office on the expiration date of their term. Successors to their offices shall then be appointed for terms of office for the remainder of the calendar year, plus one year less than the number of years equal to the number of members of the Board. Terms of successors of members of the Board whose terms expire at the end of a calendar year shall be for the number of years equal to the number of members of the Board. This subsection supersedes New York State Town Law § 267, Subdivision 5.

(6) Increasing membership. The Town Board may, by resolution, increase a three-member Board of Appeals to five members. Additional members shall be first appointed for a single term as provided in such resolution in order that the terms of members shall expire in each of five successive years, and their successors shall thereafter be appointed for full terms of five years. No such additional member shall take part in the consideration of any matter for which an application was on file with the Board of Appeals at the time of his or her appointment.

(7) Decreasing membership. The Town Board which has increased the number of members of the Board of Appeals to five may, by resolution, decrease the number of members of the Board of Appeals to three to take effect upon the next two expirations of terms. Any Board of Appeals which, upon the effective date of this section, has seven members, may continue to act as a duly constituted Zoning Board of Appeals until the Town Board, by resolution, reduces such membership to three or five. However, no incumbent shall be removed from office except upon the expiration of his or her term.

(8) Vacancy in office. If a vacancy shall occur otherwise than by expiration of term, the Town Board shall appoint the new member for the unexpired term.

(9) Removal of members. The Town Board shall have the power to remove any member of the Board of Appeals for cause and after public hearing.

(10) Chairperson duties. All meetings of the Board of Appeals shall be held at the call of the Chairperson and at such other times as such Board may determine. Such Chairperson or, in his or her absence, the Acting Chairperson, may administer oaths and compel the attendance of witnesses.

(11) Alternate members.

(a) The Town Board may, by resolution, may appoint alternate members of the Board of Appeals, for a term established by the Town Board, to substitute for a member in the event such member is unable to participate because of a conflict of interest.

(b) The chairperson of the Board of Appeals may designate an alternate member to substitute for a member when such member is unable to participate because of a conflict of interest regarding an application or matter before the board. When so designated, the alternate member shall possess all the powers and responsibilities of such member of the board. Such designation shall be entered into the minutes of the initial zoning board of appeals meeting at which the substitution is made.

(c) All provisions of this section relating to Board of Appeals member training and continuing education, attendance, conflict of interest, compensation, eligibility, vacancy in office, removal, and service on other boards, shall also apply to alternate members.

**NOTICE OF ADOPTION OF A RESOLUTION BY THE TOWN BOARD OF THE  
TOWN OF WARWICK SUBJECT TO PERMISSIVE REFERENDUM**

**NOTICE IS HEREBY GIVEN** that, at a regular meeting held on the 8th day of February 2024, the Town Board of the Town of Warwick, New York, (the "Town") duly adopted a resolution, an abstract of which follows: which resolution is subject to a permissive referendum pursuant to Town Law Article 7:

- a) The Town was presented with a proposed easement in perpetuity to be granted to the Town ("Grantee") by the Village of Warwick ("Grantor") over and across real property to be acquired by the Village of Warwick from Jeffrey Alario and Marina Alario, commonly known as SBL#205-1-31.2, as parkland extending the boundaries of the 'Lewis Woodlands' such property to be encumbered by a Conservation Easement (CE) to be filed by the Grantor in a form approved by the Town Attorney, at a cost of \$33,750.00, to be paid from the Community Preservation Fund upon recommendation of the Community Preservation Fund upon recommendation of the Community Preservation Advisory Board;
- b) The Town Board determined that the project is an unlisted action pursuant to Part 617 of the regulations implementing SEQR and that the Town Board shall act as Lead Agency for the required environmental review;
- c) The Town Board determines that the Easement Agreement will have no significant adverse impacts on the environment and therefore issues a negative declaration under SEQR for the proposed project.

**PLEASE TAKE FURTHER NOTICE** that the Resolution was adopted subject to permissive referendum pursuant to Section 64 and Section 90 of the Town Law. The Resolution shall take effect and the Town Supervisor will execute the contemplated Easement Agreement with the Grantor unless a petition calling for a referendum on the Easement Agreement of the Real Property is filed with the Town Clerk pursuant to Section 91 of the Town Law within thirty (30) days of adoption of the Resolution.

**PLEASE TAKE FURTHER NOTICE** that the full text of the Resolution is on file in the office of the Town Clerk and may be examined during regular business hours.

Dated: Warwick, New York  
February 14, 2024

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Eileen Astorino, Town Clerk  
Town of Warwick

**MEMORANDUM OF AGREEMENT**

It is hereby agreed by and between the Town of Warwick and the Town of Warwick Police Benevolent Association as follows:

1. Notwithstanding the language in Article 31, Section 9, which provides that an officer on leave pursuant to General Municipal Law § 207-c for a period exceeding three (3) months is only entitled to payment of salary (including longevity) and contractual medical insurance, but not entitled to contractually negotiated benefits for the period beyond three (3) month absence, the Town agrees to provide Officer Jordan Tetreault with the semi-annual payment of the uniform allowance for the period of July 1, 2023 through December 31, 2023.
2. This Agreement shall not be considered precedent setting and may not be referred to by either party as evidence of past practice.
3. This Agreement is subject to approval of the Town Board.

Dated: February \_\_\_\_, 2024

TOWN OF WARWICK

TOWN OF WARWICK POLICE  
BENEVOLENT ASSOCIATION

By: \_\_\_\_\_  
Jesse Dwyer, Town Supervisor

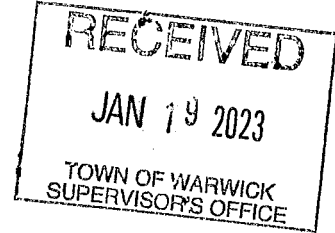
By:  \_\_\_\_\_  
President

CC: TBD ✓



January 19, 2024

Town of Warwick  
 Town Board  
 132 Kings Hwy.  
 Warwick, NY 10990



Dear Board Members:

**Re: Proposal for Wickham Lake Aquatic Lab / Nature Center**

The not-for-profit New York Natural History Council (inc. 2010) would like to operate an open-to-the-public nature lab set up with simple aquaria and terraria styled after Cannery Row (California)'s famous "Doc's Lab."

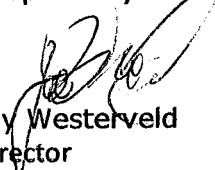
The building for which we envision this center is located at 101 State School Road in Wickham Woodlands. The building currently requires no major repair; we would install, at most, before operating longer counters for holding aquaria and terraria. The NYNH already possess 24+ aquariums/terrariums which are ready-to-go and, as a subcommittee of a New York State Education Department incorporated not-for-profit corporation, we qualify for public grants as well as for donations from private foundations (such as the Andrew Sabin Family Foundation, presided over by my colleague/friend Andy Sabin); in fact, our parent educational corporation, the Sugar Loaf Historical Society, recently received a \$1550.00 grant for an historical marker at Wickham Woodlands.

Our staff biologists have been studying the natural history of Wickham Lake for decades; my own family owns a large parcel on the lake, and we transferred a considerable portion of the lake property to the town many years ago. We also authored the "Fish Species of Wickham Lake" kiosk informational poster at Wickham Woods. There are no more qualified natural history researcher or educator regarding to this lake and town at large than myself and my colleagues, and we endeavor to share this knowledge and enthusiasm with others through this center. We plan to have special programs for field visits from Scouts and students in Warwick schools (and, eventually beyond) where they can see tanks featuring live aquatic creatures and plants found in various habitats of Warwick: A Wickham Lake and Wetlands multi-tank feature; a Greenwood Lake feature, a Wawayanda-Creek feature, a Wallkill River feature, and a Glenmere Reservoir feature, all displayed in multiple tanks. We also plan to have tanks showing development of various tadpoles, etc., and posters for self-guided learning and enjoyment, in addition to interesting taxidermy on display. Our organization holds numerous state and federal licenses for collecting and keeping fish, reptiles and amphibians for research and public educational purposes.

Essentially, this is not an expensive venture to initiate nor to operate, and it will bring a very interesting element to the Wickham Woodlands Park.

If you have any questions, please reach out to us at [biocouncil@yahoo.com](mailto:biocouncil@yahoo.com); we would like to begin the process of cleaning and painting the building as soon as possible.

Respectfully submitted,



Jay Westerveld  
Director  
New York Natural History Council



**Chronic Pain Spoken Here  
Support Group**

**JOIN US**  
**Mountain Lake Park**  
**Main Lodge**  
**46 Bowen Rd**  
**Wawick, NY**  
Third Saturday each month  
10 - noon  
kgeorgi@optonline.net  
cabininthewoods4us@gmail.com



Sponsored by





## Town of Warwick Justice Court

RECEIVED

JAN 29 2024

TOWN OF WARWICK  
TOWN CLERK

**Town Justice**  
Peter D. Barlet

**Court Clerk**  
Lori Mosher

**Town Justice**  
Karen A. Amundson

**Court Clerk**  
Nicole Tarazona

### MEMO

TO: Town Clerk  
FROM: Lori Mosher, Court Clerk  
DATE: 01/29/24  
RE: Online Credit Card Payment

We are excited to announce, the Court now accepts online payment for all fines and fees. The link to pay can be found on the right-hand side of the town website. The link will take you to the Court page which will have a link to each Judge's individual payment link.



## Warwick Town Clerk

---

**From:** Melissa Shaw-Smith <mshawsmith@wickhamworks.org>  
**Sent:** Thursday, January 25, 2024 10:57 AM  
**Subject:** Warwick Valley Spring Green Calendar

RECEIVED

JAN 25 2024

TOWN OF WARWICK  
TOWN CLERK

Hello,

I'm writing to let you know about a new initiative, the **Warwick Valley Green Calendar of Events for Spring 2024**, highlighting smart climate action happening in our community.

Change starts with action that affects the world around us. People in the town of Warwick are taking action to help the planet, from students in classrooms to organizers in our community, and local government officials. We want to celebrate those actions and show our community that there are ways for everyone to make a difference.

We're inviting local organizers who are planning on presenting climate smart events during the months of April/May/June to share their information - dates, times, location. I am coordinating this information and working with Christy Erfer from Sustainable Warwick to get the word out. This promotional campaign will include a press release sent to local papers and magazines announcing the Green Calendar initiative and letting folks know where they can access it.

We will create a digital image of the Green Calendar to share with local websites and FB pages, including all Villages in the Warwick Valley, input the dates into Hello Warwick Valley calendar and Sustainable Warwick Calendar, and share the digital calendar image with stakeholders' to share on their social media.

Funds permitting, we will also print and distribute the calendar on postcards (4" x 9"), banners, and fliers. If you know any potential sponsors who might like to lend their name to this initiative, please contact me.

**Here is a link to submit your information: <https://forms.gle/6ZAV56w9aLJyoAzP6>**  
Deadline for submission is **February 15th**.

If you need a hard copy, please let me know.  
Happy to answer questions.

Melissa Shaw-Smith  
Creative Director, Wickham Works  
(917) 922 0943 mobile  
[mshawsmith@wickhamworks.org](mailto:mshawsmith@wickhamworks.org)  
[wickhamworks.org](http://wickhamworks.org)  
<https://www.instagram.com/wickhamworksmakerspace/>



Orange and Rockland Utilities, Inc.  
One Blue Hill Plaza  
Pearl River NY 10965  
www.oru.com

RECEIVED

January 26, 2024

JAN 31 2024

TOWN OF WARWICK  
TOWN CLERK

Dear Municipal Official:

For many years, UDIG-New York has hosted free, in-person and virtual Excavator Safety Seminars around the state. These seminars provide new insights regarding safety related to underground facilities.

UDIG-New York will be hosting a series of convenient **Safety Kickstart** sessions this year. The training will refresh your knowledge of NYS Code Rule 753 and safe digging best practices before the busy construction season.

The virtual sessions are Certified Excavator Program renewal events and there are several Safety Kickstarts scheduled for the month of March.

- **March 5, 2024 at the Newburgh Armory, 321 South William Street, Newburgh, NY**
- **March 6, 2024 at the Rockland Fire Training Center, 35 Firemens Memorial Drive, Pomona, NY**
- **March 13, 2024 at the Wallkill Golf Club, 40 Sands Road, Middletown, NY**
- **March 21, 2024 at the Sparrowbush Fire Department, 79 Main Street, Sparrow Bush, NY**

Advanced registration is required, and each attendee must register individually to receive credit for the course. To register, go to the Coursetra Portal login: Login ([udignny.org](https://udignny.org)). To view the upcoming events, go to <https://udignny.org/get-involved/upcoming-events-training/>. Check in often for all the upcoming events, including in person sessions to be held in March. Please contact John Yehl, your UDIG-New York local field representative for assistance at [jyehl@udignny.org](mailto:jyehl@udignny.org).

Hitting and damaging underground lines can result in death, injury, fines, arrests, property damage and sizeable repair bills. Our colleagues at UDIG-New York are committed to producing compelling educational damage prevention sessions. Please consider having your municipal crews and excavators you work with attend. It'll be time well spent.

Sincerely,

Neil Winter  
Director – Regional & Community Affairs



Orange and Rockland Utilities, Inc.  
One Blue Hill Plaza  
Pearl River NY 10965  
www.oru.com

January 19, 2024

RECEIVED

JAN 31 2024

TOWN OF WARWICK  
TOWN CLERK

Dear Municipal Official:

At Orange & Rockland, we strive to work efficiently and safely to carry out utility-related projects with the least amount of inconvenience to the communities we serve. Coordinating projects with our municipal partners along public roads and rights-of-way, is an integral part of that effort.

Each year at this time, we ask that you share your paving and road improvement schedules with us so we can coordinate our underground infrastructure projects with yours. When these schedules align, we're better able to minimize disruption to our communities. In addition, by working together, we can more effectively prevent damage to underground facilities, especially utility gas mains.

In order to achieve this objective, please share your schedules with us for the following projects:

- Road excavations that involve installing, upgrading or repairing drainage, water and sewer lines
- Road construction improvement work other than paving (i.e., that affects road elevations, or current traffic pattern)
- Sidewalk and curb replacement projects
- Paving

The schedules can be sent either by email or fax to:

Kelly P. Rolo at [RoloK@oru.com](mailto:RoloK@oru.com)  
Fax: 914-925-9272

As part of our ongoing outreach program, we want to remind you to obtain gas rings for all gas valves and test stations prior to commencing all municipal paving projects. Installing these rings prior to paving will avoid the valves from being either paved over or damaged during the road restoration process. This preventative measure will avoid future problems in finding and uncovering valves should an emergency occur. To request your free gas rings from O&R please e-mail [dl-o&rdamageprevention@oru.com](mailto:dl-o&rdamageprevention@oru.com).

Excavators, contractors, design engineers, and municipal officials can place a location/mark-out request by calling UDIG-New York toll free at 811 or 1-800-962-7962. Go to <https://udigny.org> for additional information.

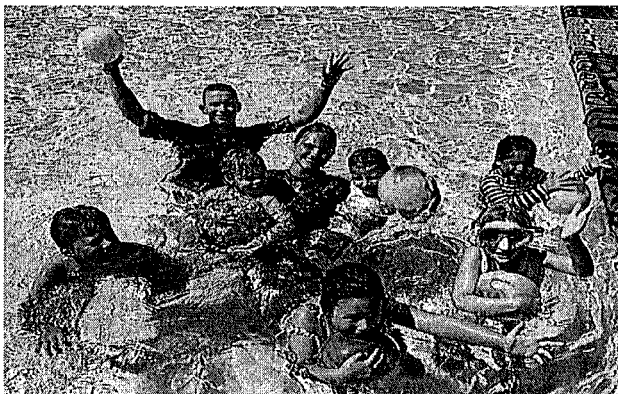
As you begin your municipal projects, we remind you to call 811 at least two full working days, before digging on public or private property, to avoid damaging underground gas or electric infrastructure.

Thank you in advance for your cooperation. Please contact Kelly Rolo if you should have any questions. She can be reached at the email address above or by phone at 845-741-3124.

Sincerely,

Neil L. Winter, Jr.  
Director – Regional & Community Affairs

# Town of Warwick's Mountain Lake Park Pools Swim Lessons – Summer 2024



Registration for all classes opens on May 1. Register in person at Mountain Lake Park's Recreation Office, 46 Bowen Road, Warwick between the hours of 9am to 5pm Monday - Friday.

**Mondays & Wednesdays**  
**July 8 - 31**

**OR**

**Sundays Only**  
**June 2 – July 28**  
(no class on Father's Day)

**Parent/Child (Introduction to Water Skills) Ages 12 months - 3**

Sundays Only 11:30 am – 12 noon (10 spots available)

**Beginners (Introduction to Water Skills & Fundamental Aquatic Skills) Ages 4 - 5**

Monday & Wednesday 10:00am – 10:30am (10 spots available)

Sundays Only 10:00am – 10:30am (10 spots available)

**Intermediate (Stroke Development): Ages 6 - 7**

Monday & Wednesday 10:45am – 11:15am (12 spots available)

Monday & Wednesday 11:30am – 12 noon (12 spots available)

Sundays Only 10:45am – 11:15am (12 spots available)

**Advanced (Stroke Improvement & Refinement): Ages 8 – 9**

Sundays Only 11:30am – 12 noon (6 spots available)

Fee: \$125 Checks made out to "Town of Warwick"

Classes are held at the Mountain Lake Park Pools, 46 Bowen Road, Warwick. Swim lesson pool is heated. Class ratio 5:1 for children ages 4- and 5-year-old: 6:1 for children ages 6- to 9-year-old. In the event of inclement weather, classes are cancelled and rescheduled. Refunds given for medical reasons only.

For more information email: [recreationdirector@townofwarwick.org](mailto:recreationdirector@townofwarwick.org)



TOWN OF WARWICK  
DIAL-A-RIDE

DRUG AND ALCOHOL  
TESTING PROGRAM POLICY

Adopted on February 8<sup>th</sup>, 2024 by resolution by the Local Governing Authority of Town of Warwick

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(REMOVED ONCE SIGNED BY EMPLOYEE)

Important websites:

Office of Drug and Alcohol Policy and Compliance- [www.transportation.gov/odapc](http://www.transportation.gov/odapc)

49CFR part 40- [www.transportation.gov/odapc/part40](http://www.transportation.gov/odapc/part40)

FTA/ TRANSIT SAFETY/ Part 655- [www.transit-safety.fta.dot.gov/drugandalcohol](http://www.transit-safety.fta.dot.gov/drugandalcohol)

## **POLICY STATEMENT**

The Town of Warwick Dial-A-Bus is committed in protecting the health, safety, and welfare of all employees, passengers, and the public, assuring workers fitness for duty, eliminating accidents that are resulted from the use of alcohol and illegal drugs, and preserving high performance standards. As such, the use of alcohol and/ or illegal drugs in the workplace, or as it affects the workplace, is prohibited and will not be tolerated. The Town of Warwick Dial-A-Bus expects all covered employees to strictly adhere to this Policy.

## **PROGRAM MANAGER**

The Supervisor of Transportation, or Supervisor's designee, in their absence, will serve as the Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER) for the Town of Warwick Dial-A-Bus.

Responsibilities include, but are not limited to, the following:

- Documentation of procedures and reporting requirements.
- Liaison between the laboratory, collection site, MRO, and Town of Warwick Dial-A-Bus.
- Notifying employees who are to be tested based on random selection or any required testing
- Policy establishment and revisions/ updates as necessary

## **COVERAGE**

This policy applies to all employees who perform safety- sensitive functions. This includes, but is not limited to, full- time, part- time, casual, intermittent, or occasional employees; leased employees, seasonal employees, etc. This policy applies to covered employees during all working time as well as off-site lunch periods, breaks etc., when scheduled to return to work. This policy also covers non- mandated employees who are not considered safety- sensitive and are covered under Town of Warwick authority.

**TOWN OF WARWICK DIAL A RIDE  
DRUG AND ALCOHOL TESTING PROGRAM POLICY  
ADOPTED FEBRUARY 8<sup>th</sup>, 2024**

**A. PURPOSE**

- 1) The Town of Warwick Dial A Bus provides public transit services for the residents of the Town of Warwick and surrounding areas. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Town of Warwick Dial A Ride declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
  
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. Covered employees shall abide by the terms of this policy statement as a condition of employment. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates drug and alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of specimens for drug and alcohol testing.
  
- 3) Any provisions set forth in this policy that are included under the sole authority of Town of Warwick Dial A Ride and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Town of Warwick Dial A Ride will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.



## **B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons controlling the dispatch or movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

## **C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Alternate specimen:* An authorized specimen, other than the type of specimen previously collected or attempted to be collected.

*Applicant-* An individual applying for a safety- sensitive position at the Town of Warwick Dial A Ride. An applicant also includes an employee of the Town of Warwick in a non- covered position applying or transferring to a covered position.

*Breath Alcohol Technician (BAT)-* An individual who instructs and assists with the alcohol testing process and who operates an Evidential Breath Testing Device (EBT). A BAT must complete a course of instruction for operation of an EBT as developed by the Department of Transportation.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Chain of Custody (COC):* Procedures used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until it is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF)

*Collection Site:* A place selected by the employer where employees present themselves for the purpose of providing a specimen for a drug test.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Consortium/ Third Party Administrator (C/ TPA):* A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to

employers. C/ TPA's typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing program. TPA's can perform random selection process and notify employers of selections.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Cutoff:* The analytical value (e.g., drug or drug metabolite concentration) used as the decision point to determine a result (e.g., negative, positive, adulterated, invalid, or substituted) or the need for further testing.

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Employee:* Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of

drug testing under 49 CFR Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

*Evidential Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test:* The first test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of HHS; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under 49 CFR Part 40.

*Limit of Detection (LOD):* The lowest concentration at which the analyte (e.g., drug or drug metabolite) can be identified.

*Limit of Quantification (LOQ):* For quantitative assays, the lowest concentration at which the identity and concentration of the analyte (e.g., drug or drug metabolite) can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the

cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative specimen:* A specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), or invalid.

*Oral Fluid Specimen:* A specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of 49 CFR Part 40, as amended.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Primary specimen:* In drug testing, the specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of specimen validity testing. The primary specimen is the portion of the donor's subdivided specimen designated as the primary ("A") specimen by the collector to distinguish it from the split ("B") specimen, as defined in 49 CFR Part 40, as amended.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split (Bottle B) specimen when the second HHS-certified laboratory corroborates the original result reported for the primary (Bottle A) specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling dispatch or movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

*Specimen:* Fluid, breath, or other material collected from an employee at the collection site for the purpose of a drug or alcohol test.

*Specimen Bottle:* The bottle that, after being sealed and labeled according to the procedures in 49 CFR Part 40, is used to hold a primary ("A") or split ("B") specimen during the transportation to the laboratory. In the context of oral fluid testing, it may be referred to as a "vial," "tube," or "bottle."

*Split Specimen:* In drug testing, the specimen that is sent to a first laboratory and stored with its original seal intact, and which is transported to a second laboratory for retesting at the employee's request following MRO verification of the primary specimen as positive, adulterated or substituted.

*Split specimen collection:* A collection in which the single specimen collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap> ) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* An employee's specimen not consistent with a normal human specimen, as determined by HHS (e.g., a urine specimen, with creatinine and specific gravity values that are so diminished, or so divergent that they are not consistent with normal human urine).

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

- (3) Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of specimen without a valid medical explanation.
- (6) Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

*Undiluted (neat) oral fluid:* An oral fluid specimen to which no other solid or liquid has been added. For example: A collection device that uses a diluent (or other component, process, or method that modifies the volume of the testable specimen) must collect at least 1 mL of undiluted (neat) oral fluid.

*Urine specimen:* Urine collected from an employee at the collection site for the purpose of a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all specimens

provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the specimen, if the specimen was diluted, or if the specimen was altered.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as



described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Town of Warwick Dial A Ride supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

#### **F. PROHIBITED CONDUCT**

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol

concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:

- i. The employee's alcohol concentration measures less than 0.02; or
  - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
  - 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
  - 7) Town of Warwick Dial A Ride, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
  - 8) Consistent with the Drug-free Workplace Act of 1988, all Town of Warwick Dial A Ride employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.
  - 9) An employee cannot acknowledge use of drugs and/or alcohol AFTER they have reported to work, or AFTER they have been notified to go for a drug/alcohol test. Self-referral and acknowledgement of the inability to perform safety-sensitive functions can be made prior to reporting, but employee will be subsequently relieved of responsibilities and subject to discipline.

#### **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Town of Warwick Dial A Ride management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in this policy.

## **H. TESTING REQUIREMENTS**

- 1) Drug testing and alcohol testing will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Town of Warwick Dial A Ride authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to drug testing and alcohol testing as a condition of ongoing employment with Town of Warwick Dial A Ride. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in this policy.

## **I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine and/or oral fluid specimen will be collected as described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary specimen. For those specimens that are not negative, a confirmatory test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the confirmatory test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed

physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Town of Warwick Dial A Ride. If a legitimate explanation is found, the MRO will report the test result as negative.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Town of Warwick Dial A Ride will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Town of Warwick Dial A Ride] will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Town of Warwick Dial A Ride that there was not an adequate medical explanation for the result;
- ii. The MRO reports to Town of Warwick Dial A Ride that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original urine specimen was out of range (See §40.65(b)(5));
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

Urine collections that are required to be directly observed will be conducted by a person of the same gender as the donor as required by 49 CFR Part 40.67.

## **J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved

Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Town of Warwick Dial A Ride affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will

not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.
- e. If a pre-employment test is canceled, Town of Warwick Dial A Ride will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide *Town of Warwick Dial A Ride* with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being

rescinded. *Town of Warwick Dial A Ride* is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide *Town of Warwick Dial A Ride* proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

- 1) All *Town of Warwick Dial A Ride* FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under *Town of Warwick Dial A Ride* authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) *Town of Warwick Dial A Ride* shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor



making the observation. This written record shall be submitted to the Town of Warwick Dial A Ride

- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with this policy. Town of Warwick Dial A Ride shall place the employee on administrative leave in accordance with the provisions set forth under this policy. Testing in this circumstance would be performed under the direct authority of the Town of Warwick Dial A Ride. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in this policy or the associated consequences.

#### **M. POST-ACCIDENT TESTING**

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) **NON-FATAL ACCIDENTS** – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Town of Warwick Dial A Ride is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Town of Warwick Dial A Ride may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Individuals who may be covered under

company authority will be selected from a pool of non-DOT-covered individuals.

- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Town of Warwick Dial A Ride authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Town of Warwick Dial A Ride authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no

undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be immediately removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
  - b. Fail to remain at the collection site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
  - c. Fail to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
  - d. In the case of a directly-observed or monitored urine collection in a drug test, fail to permit monitoring or observation of your provision of a specimen.
  - e. Fail to provide a sufficient quantity of specimen without a valid medical explanation.
  - f. Fail or decline to take an additional test as directed by the collector or the employer for drug testing.
  - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
  - h. Fail to cooperate with any part of the testing process.
  - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine collection.
  - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
  - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
  - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
  - m. Fail to remain readily available following an accident.
  - n. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) For the first instance of a verified positive test from a sample submitted as the result of a random drug/alcohol test, disciplinary action against the employee shall include:
- a. Mandatory referral to Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to duty agreement;
  - b. Failure to execute, or remain compliant with the return-to-duty agreement shall result in termination from Town of Warwick Dial A Ride employment.
    - i. Compliance with the return-to-duty agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in

the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in this policy.

- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
  - d. A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from Town of Warwick Dial A Ride employment.
- 5) The first instance of a verified positive post-accident or reasonable suspicion drug and/or alcohol test shall result in termination.
  - 6) The second instance of a verified positive drug or alcohol test result for any category of testing shall result in termination from Town of Warwick Dial A Ride employment.
  - 7) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON-DOT alcohol test with a result of less than 0.02 BAC.
  - 8) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
    - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
    - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Town of Warwick Dial A Ride employment.
      - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in this policy; however, all follow-up testing performed as part of a return-to-work agreement required under this policy is under the sole authority of Town of Warwick Dial A Ride and will be performed using non-DOT testing forms.
    - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall

- result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
- d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in this policy.
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Town of Warwick Dial A Ride.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 9) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.
- 10) The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued sick leave or administrative leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act.

## **R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

## **S. PROPER APPLICATION OF THE POLICY**

Town of Warwick Dial A Ride is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Town of Warwick Dial A Ride Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision



maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Town of Warwick Dial A Ride or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

**Attachment A  
TOWN OF WARWICK DIAL-A-BUS  
SAFETY- SENSITIVE EMPLOYEES**

<b><u>Job Title</u></b>	<b><u>Job Duties</u></b>	<b><u>Testing Authority</u></b>
<b>SUPERVISOR OF TRANSPORTATION-</b>	<b>MAY DISPATCH AND/ OR CONTROL MOVEMENT OF VEHICLE</b>	<b>FTA</b>
<b>HEAD BUS DRIVER-</b>	<b>MAY OPERATE, DISPATCH OR CONTROL MOVEMENT OF VEHICLE</b>	<b>FTA</b>
<b>BUS DRIVER-</b>	<b>OPERATES PUBLIC TRANSIT OR REVENUE SERVICE VEHICLE</b>	<b>FTA</b>
<b>MECHANIC-</b>	<b>MAINTENANCE OF PUBLIC TRANSIT VEHICLE OR REVENUE SERVICE VEHICLE</b>	<b>FTA</b>

## Attachment B Contacts

**\*\*\*Contacts and Facilities on this page are subject to change without notice \*\*\*  
See your DAPM for current contact information**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

### TOWN OF WARWICK DIAL-A-BUS Drug and Alcohol Program Manager/ DER

Name: JENNIFER CROVER

Title: SUPERVISOR OF TRANSPORTATION

Address: 63 Public Works Dr, Warwick, NY 10990

Phone Number: Cell- (845)-774-6313 Office: (845)-986-4174

### Medical Review Officer

Name: Dr. Russell Kamer

Title: Partners in Safety

Address: 800 Rt. 17M, Middletown, NY 10940

Telephone Number: (845)-341-0515 Fax: (845)-341-0355

### Substance Abuse Professional

(1)

Name: Thomas Rue

Title: Substance Abuse Professional, Addictions Counselor

Office: 433 Broadway, Monticello, NY 12701

Phone: Office: 845-513-5002

Email- [tom@choicesmhc.com](mailto:tom@choicesmhc.com)

(2)

Name : William Oliphant

Title : Licensed Clinical Social Worker

Office : 1787 Rt 17M Goshen, NY 10924

Phone: 845-418-2101

### C/ TPA/ Collection Site

Name: Partners in Safety

Address: 800 Rt. 17M, Middletown, NY 10940

Telephone Number: (845)-341-0515

After Hours: 1-800-227-7001

**TOWN OF WARWICK DIAL-A-BUS  
DRUG AND ALCOHOL TESTING PROGRAM POLICY- 2/8/2024  
POLICY ACKNOWLEDGEMENT FORM**

I hereby acknowledge that I received a copy of the adopted TOWN OF WARWICK DIAL-A-RIDE DRUG AND ALCOHOL TESTING PROGRAM POLICY outlining FTA and Town of Warwick objectives, procedures and regulations regarding the use of controlled substances and alcohol. I further acknowledge that I have read or will read the contents of this policy and will contact the Drug and Alcohol Program Manager if I have any questions.

I understand that the objectives, procedures and regulations in this policy will remain in effect for the duration of my employment.

I understand the Town of Warwick Dial-A-Ride reserves the right to interpret, add to, or revise any part of this policy. Moreover, these policies may be subject to alteration by changes in federal or state regulations, rules or legislation.

I understand the failure to comply with any aspect of these policies may lead to disciplinary action, up to and including termination of employment.

I agree to abide by the Town of Warwick Dial-A-Ride policies and testing requirements. This signed receipt will be maintained in the employees work file.

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Employee Name (Please Print)

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Employee Signature

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Date of Signature

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Department Head Name (Please Print)

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Department Head Signature

---

Date Received



LIMITED LIABILITY PARTNERSHIP  
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

January 16, 2024

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

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of the Town of Warwick (the "Town") financial statements as of and for the year ended December 31, 2023.

#### Communication

Effective two-way communication between our Firm and the Town Board is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the Town and its environment, identifying appropriate sources of audit evidence and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will communicate with us any matters that you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other known or likely fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements or abuse that they are likely to have a material effect on the financial statements. We will also communicate illegal acts, instances of noncompliance that come to our attention (unless they are clearly inconsequential) and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

### **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission, no partner or professional employee of our Firm is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by our Firm and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

### **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how the Town functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of objectives, strategies, risks and performance.

As part of obtaining an understanding of your Town and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, and noncompliance which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

### **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report on the financial statements and in determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance informational needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Significant Risks of Material Misstatement**

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified and assessed risk of material misstatement that, in our professional judgment, requires special audit consideration. As part of our risk assessment procedures, we identified management override of controls as a significant risk. Additional significant risks may be identified as we perform additional audit procedures.

**Our Approach to Internal Control Relevant to the Audit**

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the Town's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Guidance)*.

We will issue a report on compliance with laws, statutes, regulations, and the terms and conditions of federal awards. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program. Our report on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards identified above.

**Timing of the Audit**

We will schedule our audit fieldwork for August, 2023. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Shannon M. Mannese, CPA, CFE will be the Partner for this engagement and will assume responsibility for directing and reviewing the fieldwork and issuing the audit opinion.

**Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to you.

This communication is intended solely for the information and use of the Town Board and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

*RBT CPAs, LLP*

*Shannon M Mannese, CPA, CFE*

Shannon M. Mannese, CPA, CFE  
Partner



LIMITED LIABILITY PARTNERSHIP  
CERTIFIED PUBLIC ACCOUNTANTS BUSINESS DEVELOPMENT CONSULTANTS

January 16, 2024

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

Attention: Jesse Dwyer, Supervisor

### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the Town of Warwick's (the "Town"), governmental activities, each major fund and aggregate remaining fund information as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements. You have also requested that we report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

We will also perform the audit of the Town as of December 31, 2023 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"); *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") and the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, and supplements require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:



- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Town Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

The federal (and state) financial assistance programs that you have told us that the Town participates in and that are to be included as part of the single audit are listed as follows:

- \* Highway Planning and Construction
- \* State and Community Highway Safety
- \* National Priority Safety Programs
- \* Formula Grants for Rural Areas
- \* Community Development Block Grants
- \* Agricultural Conservation Easement Program

- We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations, identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts of which we become aware, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations, identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

**Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Town complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of any supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Town Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the Town, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Town.

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - (a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - (b) Information needed to draft the financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - (c) Additional information that we may request from management for the purpose of the audit; and

(d) Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate those charged with governance written confirmation concerning representations made to us in connection with the audit including among other items:

- (a) That management has fulfilled its responsibilities as set out in the terms of this letter; and
- (b) That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

#### **Reporting**

We will issue a written report upon completion of our audit of the Town's financial statements. Our report will be addressed to the Town Board of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Town's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Town's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the Town's schedule of expenditures of federal awards for the year ending December 31, 2023;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
4. An accompanying schedule of findings and questioned costs.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards; and
2. Summary of Aggregate Remaining Fund Information.

**Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Town's books and records. The Town will determine that all such data, if necessary, will be so reflected. Accordingly, the Town will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Town personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Bonnie Kane, Comptroller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

**Non-Attest Service to be Performed**

In connection with our audit, you have requested us to perform the following non-audit service:

1. Draft the Town's annual financial statement for management's review and approval

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Town, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit service provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The Town has agreed that Bonnie Kane, Comptroller, possesses suitable skill, knowledge or experience and that the individual understands the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of the Town agrees to the following:

- a. The Town has designated Bonnie Kane, Comptroller, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the service;
- b. Bonnie Kane, Comptroller, will assume all management responsibilities for subject matter and scope of the financial statement preparation;
- c. The Town will evaluate the adequacy and results of the service performed.; and
- d. The Town accepts responsibility for the results and ultimate use of the service.

GAS further requires that we establish an understanding with the Town's management and those charged with governance of the objectives of the non-audit service, the services to be performed, the Town's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit service. We believe this letter documents that understanding.

**Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report has been provided to you for your information.

### **Fees and Costs**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses. Our fee for this audit engagement will be \$33,825 for the year ended December 31, 2023. This fee is based on a complete SEFA provided including assistance listing numbers and testing of one major program. If more than one major program is required to be tested, an additional fee will be incurred. Our fee estimate and completion of our work is based upon the following criteria:

- a. Town books and records will be in audit-ready condition
- b. Anticipated cooperation from Town personnel
- c. Timely responses to our inquiries
- d. Timely completion and delivery of client assistance requests
- e. Timely communication of all significant accounting and financial reporting matters
- f. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

### **Use of Subcontractors and Third-Party Products**

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RBT CPAs, LLP gives the Town access to a Third-Party Product in connection with the services contemplated herein, the Town agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Town shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Town, or any user to whom the Town grants access to such Third-Party Product. The Town agrees to indemnify and hold RBT CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, liabilities, expenses, and costs (including legal fees, expenses, and costs) relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Town, or any user to whom the Town grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

**Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of RBT CPAs, LLP. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RBT CPAs, LLP's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RBT CPAs, LLP for the Town under this Arrangement Letter, or any documents belonging to the Town or furnished to RBT CPAs, LLP by the Town.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RBT CPAs, LLP policies, and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RBT CPAs, LLP's form. RBT CPAs, LLP reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of RBT CPAs, LLP audit personnel and at a location designated by our firm.

**Indemnification, Limitation of Liability, and Claim Resolution**

Because RBT CPAs, LLP will rely on the Town and its management and Town Board to discharge the foregoing responsibilities, the Town agrees to indemnify, hold harmless and release RBT CPAs, LLP and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Town's management.

The Town and RBT CPAs, LLP agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the audit report issued by RBT CPAs, LLP or the date of this arrangement letter if no report has been issued. In no event shall RBT CPAs, LLP or the Town, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assignors (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this arrangement letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Town to RBT CPAs, LLP under this arrangement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Town of its payment obligations to RBT CPAs, LLP under this arrangement letter.

**Confidentiality**

RBT CPAs, LLP and the Town may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RBT CPAs, LLP and the Town agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RBT CPAs, LLP is permitted to disclose the Town's Confidential Information to RBT CPAs, LLP's personnel, agents, and representatives to provide the services or exercise its rights under this Arrangement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

**Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

### **Data Protection Compliance**

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by RBT CPAS, LLP and the Town, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RBT CPAs, LLP and the Town acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

### **Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the Town or the Town's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such Town-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Town-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.



**Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Arrangement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

**Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this arrangement letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this arrangement letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this arrangement letter.

When an engagement has been suspended at the request of management, or those charged with governance, and work on that engagement has not recommenced within 120 days of the request to suspend our work, RBT CPAs, LLP may, at its sole discretion, terminate this arrangement letter without further obligation to the Town of Warwick. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this arrangement letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

**Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the Town acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the Town or an individual to be identified by third parties without your prior written consent.

The Town agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Town agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The Town agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Town that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the Town agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Town agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RBT CPAS, LLP our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RBT CPAS, LLP also has not performed any procedures relating to this official statement.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

In addition to the above costs for additional procedures, it is agreed by the Town and RBT CPAs, LLP that, should you hire any of our professionals assigned to this project within eighteen months of this assignment, you will be billed 100 percent of their current annual salary. This additional fee is being charged to offset recruitment, training and development expenses we would incur to replace this person.

#### **Notices**

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

#### **Governing Law**

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

#### **Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between RBT CPAS, LLP and the Town and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

**Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. We appreciate your business.

Sincerely,

*RBT CPAs, LLP*

*Shannon M. Mannese, CPA, CFE*

Shannon M. Mannese, CPA, CFE  
Partner

Confirmed on behalf of the addressee:

\_\_\_\_\_  
Jesse Dwyer, Supervisor

\_\_\_\_\_  
Date



## grossman st. amour

CERTIFIED PUBLIC ACCOUNTANTS PLLC

### REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 15, 2021

To the Partners of RBT CPAs, LLP  
and the Peer Review Committee of the Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of RBT CPAs, LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RBT CPAs, LLP, in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RBT CPAs, LLP has received a peer review rating of *pass*.

Very truly yours,

*Grossman St. Amour CPA*

GROSSMAN ST. AMOUR  
CERTIFIED PUBLIC ACCOUNTANTS PLLC



## Warwick Town Clerk

---

**From:** Malfa, Joseph <JMalfa@orangecountygov.com>  
**Sent:** Thursday, February 1, 2024 8:30 AM  
**To:** Warwick Town Clerk  
**Cc:** Monaghan, Kevin  
**Subject:** Warwick 2024 SDP Contract -v. 2  
**Attachments:** Warwick 2024 SDP Contract -v. 2.docx; Disclosure of Prior Non-Responsibility Determination.doc; Insurance Requirement Memo - 2024.docx; Iran Divestment Act Certification.pdf

Good Morning,

I am resubmitting our 2024 contract for our Senior Dining Program to you as we had a modification in cost of 50 cents in Schedule B between item #1 and item #2.

Not material but our law department requires that you process this contract.

Please process and return with the Disclosure and Iran Divestment along with insurance certificates as noted above.

Please call me if you have any questions.

Thank you.

### Joseph J. Malfa

Fiscal Manager

Orange County Office For the Aging

40 Matthews Street

3<sup>rd</sup> Floor – Suite 305

Goshen, NY 10924

Office Phone: (845) 615-3726

Cell Phone: (845) 776-9284

Office Fax: (845)-360-9266

[jmalfa@orangecountygov.com](mailto:jmalfa@orangecountygov.com)

RECEIVED  
FEB 01 2024  
TOWN OF WARWICK  
TOWN CLERK



Steven M. Neuhaus

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.



## AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the “**COUNTY**,” a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924; and the **TOWN OF WARWICK**, a municipal corporation with principal offices at 132 Kings Highway, Warwick, New York 10990, hereinafter referred to as “**VENDOR**.” **COUNTY** and **VENDOR** may be referred to herein individually, as a “**Party**” or collectively, as the “**Parties**.”

### RECITALS

**WHEREAS**, Section 119-o of New York General Municipal Law (“GML §119-o”) permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers, and duties on a cooperative or contract basis, or for the provision of a joint services; and

**WHEREAS**, **COUNTY**, by and through its Office for the Aging, operates a Senior Dining Program (the “**Program**”) utilizing certain federal and state funding provided through the New York State Office for the Aging; and

**WHEREAS**, the **Program** is operated as a coordinated, community-based system incorporating congregate and home-delivered meal services, linking eligible individuals who are sixty (60) years of age or older with other beneficial programs and services; and

**WHEREAS**, **VENDOR** has identified a need to provide its homebound senior residents with meals so as to enable them to be independent and remain in the home environment; and

**WHEREAS**, the **Parties** are desirous of working together to further the **Program** upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, the **Parties** do mutually agree as follows:

### ARTICLE 1. SCOPE OF WORK

**VENDOR** agrees to perform the **SERVICES** and/or supply the goods identified in Schedule A, (the “**SERVICES**”) which is attached to, and is part of this Agreement. **VENDOR** agrees to perform the **SERVICES** and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the **COUNTY** will not compensate **VENDOR** for any **SERVICES** and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the **COUNTY** after consultation with the County

Department head responsible for the oversight of this Agreement (hereinafter “**Department Head**”).

### ARTICLE 2. APPROVAL AND TERM OF AGREEMENT

This Agreement shall not be effective until approved by a majority vote of the governing body of each **Party** as required by GML §119-o. A copy of each **Party**’s governing body’s resolution is attached hereto and marked as Schedule C.

The term of this Agreement shall commence on the date of the governing body’s resolution that is the latest in time or as otherwise set forth in the resolutions of the **Party**’s respective governing bodies, and shall

continue in full force and effect until December 31, 2024.

### **ARTICLE 3. COMPENSATION**

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due VENDOR within sixty (60) days after receipt by the COUNTY of a COUNTY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of **\$18,625.00** has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY'S authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

### **ARTICLE 4. EXECUTORY CLAUSE**

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

### **ARTICLE 5. PROCUREMENT OF AGREEMENT**

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement 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 Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. 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 otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 Agreement or in the proceeds thereof, unless such person (1) if 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 their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek 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 Agreement without liability, entitling the

COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. 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 Agreement.

#### **ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

#### **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR

shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying the goods and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the COUNTY to any corporation, agency, municipality or



instrumentality having authority to accept such assignment.

**ARTICLE 10. BOOKS AND RECORDS**

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

**ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. 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 12. 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. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR 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 of New York, 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. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term

of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea. accident \$500,000 disease ea. employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury occurrence & Property Damage)	\$1,000,000 aggregate \$1,000,000 each
Comprehensive General Liability (Incl. occurrence Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR will provide County with certificates of insurance evidencing VENDOR's compliance with these requirements prior to execution of the Agreement by County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the SERVICES, VENDOR will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

The 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 by this Agreement.

#### **ARTICLE 16. TERMINATION**

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY'S

convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES or goods procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of the Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

The 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 Agreement.

#### **ARTICLE 17. GENERAL RELEASE**

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any

and all claims of VENDOR arising out of the performance of this Agreement.

#### **ARTICLE 18. 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 VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

#### **ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

#### **ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

#### **ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any COUNTY employee or former COUNTY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the COUNTY employee or former COUNTY employee has or may have an actual or

perceived conflict of interests due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, 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 or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 22. ENTIRE AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

#### **ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

#### **ARTICLE 24. SERVICE OF PROCESS**

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or legality of registration status, as a condition of contract, the VENDOR shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, VENDOR

consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon VENDOR'S actual receipt of process, or upon the COUNTY'S receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the COUNTY, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the COUNTY to the last known address shall be sufficient.

#### **ARTICLE 25. SEXUAL HARASSMENT CERTIFICATION**

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, the VENDOR and the individual signing this Agreement on behalf of the VENDOR certifies, under penalty of perjury, that the VENDOR 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 26. SIGNATURES**

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

This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

#### **ARTICLE 27. RECITALS**

The Recitals set forth on the first page hereof are true and correct, and are hereby incorporated into this Agreement as if set forth at length herein.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
NAME: Stefan (“Steven”) M. Neuhaus  
TITLE: County Executive  
Date: \_\_\_\_\_

**TOWN OF WARWICK**

By: \_\_\_\_\_  
NAME: Michael J. Newhard  
TITLE: Town Supervisor  
Date: \_\_\_\_\_

**SCHEDULE A**  
**SCOPE OF WORK**

The Orange County Office for the Aging (“OCOFA”) Senior Dining Program (the “Program”) delivers a frozen noon-time meal to homebound County residents, who are age sixty (60) and over (“60+ Seniors”). The Program enables eligible 60+ Seniors to remain in the home environment and be independent.

In furtherance of the Program, VENDOR will facilitate the provision of daily frozen meals (“Meals”) to eligible 60+ Seniors residing within the Town of Warwick (the “Service Area”) for the fees and costs as itemized on Schedule B. Eligibility for participation in the Program is determined by OCOFA, who will advise and notify the VENDOR accordingly. Those 60+ Seniors who are determined to be eligible for the Program shall be referred to herein as “Program Participants.”

Commented [1401]: Was this defined previously?

VENDOR shall, at its sole cost and expense, provide and maintain a vehicle (the “Delivery Vehicle”) that is suitable and appropriate for the retrieval of Meals from OCOFA’s central kitchen located at the Orange-Ulster BOCES Regional Education Center at Arden Hill, 4 Harriman Drive, Goshen, New York (the “Central Kitchen”) and the delivery of Meals as set forth below. VENDOR shall also ensure that the Delivery Vehicle operates safely and effectively, and remains in proper working order throughout the term of this Agreement. VENDOR shall further ensure that the interior of the Delivery Vehicle is kept in a clean and hygienic condition, and will make the Delivery Vehicle available for inspection by OCOFA and the New York State Office for the Aging (“NYSOFA”) and/or the Orange County Department of Health (“OCDOH”) upon request.

VENDOR shall employ an individual (the “Courier”) to operate the Delivery Vehicle (which includes the retrieval of Meals from the Central Kitchen and delivery of Meals according to the delivery schedule to be provided to VENDOR by the OCOFA’s Nutrition Director on a monthly basis, or as often as otherwise may be agreed upon in writing between the parties. Deliveries will be scheduled to take place on business days only, Monday through Friday, as determined by the OCOFA’s Nutrition Director, exclusive of those days which are County holidays (see further details below), those days on which there is an emergency or inclement weather conditions causing a cancellation of the Program (see further details below), or as otherwise mutually agreed to in writing by the Parties.

Commented [1402]: Clarify that this is a courier and there will be no pickup/delivery on weekends.

Commented [14382]: We do not deliver on weekends.

VENDOR shall ensure that the Courier has all appropriate and required licenses and authorizations to operate the Delivery Vehicle, and that those licenses and authorizations remain valid and current throughout the term of this Agreement. VENDOR shall also ensure that the Courier is physically capable of operating the Delivery Vehicle in a safe and appropriate manner.

VENDOR hereby authorizes OCOFA and its staff to communicate directly with the Courier pertaining to the subject matter of this Agreement.

In the event of an emergency or inclement weather conditions, OCOFA's Nutrition Director will make the decision as to whether a cancellation of the Program is warranted. If the decision to cancel the Program is made, OCOFA staff will contact the Courier at (845) 987-8270 and/or (914) 557-0638 to advise of such cancellation by no later than 9:00 AM on the day of the cancellation.

The days upon which COUNTY holidays fall during the term of this Agreement, and upon which the Program will not operate, can be viewed on the home page of the COUNTY'S website, [www.orangecountygov.com](http://www.orangecountygov.com) by clicking on Government, County Holidays. A hard copy of the COUNTY holiday schedule will be made available to VENDOR upon receipt of a written request addressed to OCOFA at 40 Matthews Street, Suite 305, Goshen, New York 10924.

VENDOR shall develop and maintain a disaster plan which enables uninterrupted retrieval and delivery of Meals as set forth herein, which shall include, but not be limited to, the selection of an appropriate individual (the "Alternate Courier") to operate the Delivery Vehicle in the event the Courier is ill or otherwise unavailable, and the provision of an alternate vehicle (the "Alternate Delivery Vehicle") that is appropriate and suitable for the retrieval and delivery of Meals in the event that the Delivery Vehicle needs repair or is otherwise out of service. All provisions contained herein pertaining to the Courier and the Delivery Vehicle shall likewise apply to the Alternate Courier and the Alternate Delivery Vehicle.

Delivery of Meals – Under this Agreement, OCOFA requires that a certain number of Meals be delivered directly to the homes of Program Participants residing within the Service Area (for purposes of this paragraph referred to as "Home Delivered Meals"). OCOFA further requires that the remainder of Meals designated for the Service Area (for purposes of this paragraph referred to as "Drop-Off Meals") be delivered to two (2) separate distribution points located within the Service Area – currently in the Villages of Florida and Greenwood Lake ("Drop-Off Locations"). VENDOR shall, through the Courier, deliver Home Delivered Meals directly to those Program Participants as designated and reported to VENDOR and/or the Courier by OCOFA. VENDOR shall further, through the Courier, deliver Drop-Off Meals to the Drop-off Locations as designated and reported to VENDOR and/or the Courier by OCOFA. VENDOR has no responsibility for the delivery of Drop-Off Meals from the Drop-off Locations; same will be coordinated and handled entirely by OCOFA. VENDOR shall ensure that the Courier delivers all Meals (both Home Delivered Meals and Drop-Off Meals) within a two (2) hour window (i.e., the Courier must have all Meals delivered within two (2) hours of the Courier's retrieval of such Meals from the Central Kitchen). Following delivery of Meals, Home Delivered Meals, and Drop-Off Meals as set forth above, the VENDOR shall, through the Courier, return the carriers used for Home Delivered Meals to the Central Kitchen.

VENDOR shall ensure that the Courier maintains a daily record of his/her mileage and time (hours) spent in retrieving and delivering Meals as set forth herein on **Form COFA #2** (sample of which is annexed to this Agreement as Exhibit A). The "Begin Mileage" (as set forth on **Form COFA #2**) on any given day during the term of this Agreement shall reflect the odometer reading of the Delivery Vehicle at the time the Courier leaves the location where the VENDOR stores the Delivery Vehicle to travel to the Central Kitchen for purposes of retrieval of the

Meals. The “End Mileage” (as set forth on **Form COFA #2**) on any given day during the term of this Agreement shall reflect the odometer reading of the Delivery Vehicle at the time the Courier returns to the location where the VENDOR stores the Delivery Vehicle from delivery of Meals in accordance with the terms set forth herein. VENDOR shall ensure and guarantee that the Courier does not travel to any locations outside those discussed herein. In the event of an emergency or other similar situation that reasonably requires the Courier to deviate and travel to another location, the VENDOR shall direct and instruct the Courier to note any such deviation, and the mileage associated therewith, on **Form COFA #2**. VENDOR shall collect **Form COFA #2** from the Courier at the conclusion of each calendar month of the term of this Agreement and submit the original form to OCOFA (at 40 Matthews Street, Suite 305, Goshen, New York 10924) by the fifth (5<sup>th</sup>) day of the calendar month immediately following the calendar month in which the Meals were retrieved and delivered. Before submitting the original form to OCOFA, VENDOR shall make a copy thereof and retain same for six (6) years following its receipt of the final payment under this Agreement.

VENDOR shall direct the Courier to take the temperature of a randomly-selected Meal (“Test Meal”) at one point during the term of this Agreement, pursuant to the instructions provided by OCOFA staff to the VENDOR and/or the Courier. The VENDOR shall, through the Courier, report the temperature of the Test Meal to OCOFA staff located at the Central Kitchen on the **Test Meal Form** (sample of which is annexed to this Agreement as Exhibit B).

VENDOR agrees not to distribute petitions and/or surveys to Program Participants without getting prior written approval from OCOFA.

VENDOR agrees to provide ongoing publicity to make the availability of the Program known to 60+ Seniors within the Service Area through every possible media, crediting OCOFA, NYSOFA, and the Administration on Aging as the Program funding source, with copies sent to OCOFA at the address provided above.

VENDOR acknowledges and understands that Program Participants are afforded the opportunity to voluntarily contribute to the cost of the services provided under the Program (“Participant Contributions”). OCOFA provides Program Participants with a sealable envelope in which to place Participant Contributions. Those Program Participants who receive home delivery of Meals from VENDOR may choose to give Participant Contributions to the Courier in the sealed envelope provided by OCOFA. VENDOR shall ensure that the Courier delivers all Participant Contributions received directly to an OCOFA staff member at the Central Kitchen on the same day such Participant Contributions were received by the Courier. VENDOR shall further ensure that any and all envelopes containing Participant Contributions received remain sealed and unopened pending delivery to OCOFA staff.

VENDOR agrees to fully comply with all applicable federal, New York State and local laws, rules, regulations, policies and procedures pertaining to proper sanitary and health standards in all aspects of the delivery of food products, as may be amended from time to time, the terms and requirements of which are hereby incorporated by reference and made part of this Agreement.



VENDOR shall fully comply with all applicable provisions of NYSOFA's Four Year Plan, Standard Assurances, April 1, 2020 – March 31, 2024 ("2020 Standard Assurances") and NYSOFA's Annual Update to the 2020-24 Four Year Plan, Standard Assurances, April 1, 2021 – March 31, 2022 ("2021 Standard Assurances"), Standard Assurances April 1, 2022 – March 31, 2023 ("2022 Standard assurances"), Standard Assurances April 1, 2023 – March 31, 2024 ("2023 Standard assurances") (collectively, the "Standard Assurances"), the terms and requirements of which are incorporated by reference and made part of this Agreement. The Standard Assurances can be accessed on the County's website, [www.orangecountygov.com](http://www.orangecountygov.com) by clicking on Departments, Aging, Subcontractors. Vendor shall also comply with all reasonable requests of OCOFA to enable County compliance with the requirements of the Standard Assurances as related to the performance of the services provided under this Agreement.

VENDOR shall ensure that the services provided under this Agreement comply with all applicable and pertinent provisions of Federal, New York State and local laws, rules, regulations, policies, procedures and standards, as may be amended from time to time, the terms and requirements of which are hereby incorporated by reference and made part of this Agreement.

VENDOR agrees to inform Program Participants of their right to file a grievance as indicated in OCOFA's Grievance Procedure, the terms of which are hereby incorporated by reference and made part of this Agreement. The Grievance Procedure can be accessed on the County's website, [www.orangecountygov.com](http://www.orangecountygov.com) by clicking on Departments, Aging, Subcontractors.

VENDOR shall fully comply with all provisions of NYSOFA's Nutrition Program Standards applicable to the services, the terms of which are hereby incorporated by reference and made part of this Agreement. The NYSOFA's Nutrition Program Standards can be accessed on the County's website, [www.orangecountygov.com](http://www.orangecountygov.com) by clicking on Departments, Aging, Subcontractors.

NYSOFA prepares and issues certain guidance documents referred to as Program Instructions ("PIs"), Information Memorandums ("IMs") and Technical Assistance Memorandums ("TAMs") communicating to Area Agencies on Aging, of which OCOFA is, and/or service providers how to meet the requirements of the Older Americans Act and regulations, New York State Elder Law and regulations and NYSOFA regulations. VENDOR shall fully comply with all PIs, IMs and/or TAMs issued by NYSOFA pertaining to the services provided under this Agreement, the terms and requirements of which are hereby incorporated and made part of this Agreement. Any and all PIs, IMs and/or TAMs pertaining to the services provided under this Agreement issued by NYSOFA during the contract can be accessed on the COUNTY'S website, [www.orangecountygov.com](http://www.orangecountygov.com) by clicking on Departments, Aging, Subcontractors.



**EXHIBIT B**

**TEST MEAL**

DATE: \_\_\_\_\_  
ROUTE: \_\_\_\_\_  
VOLUNTEER: \_\_\_\_\_ TIME OF TEST (@ LAST  
STOP): \_\_\_\_\_

<b>ITEM</b>	<b>TEMP ° F</b>

VOLUNTEER  
SIGNATURE: \_\_\_\_\_  
COMMENTS:

**TEST MEAL**

DATE: \_\_\_\_\_  
ROUTE: \_\_\_\_\_  
VOLUNTEER: \_\_\_\_\_ TIME OF TEST (@ LAST  
STOP): \_\_\_\_\_

<b>ITEM</b>	<b>TEMP ° F</b>

VOLUNTEER  
SIGNATURE: \_\_\_\_\_  
COMMENTS:

**SCHEDULE B**

**FEEES AND EXPENSES**

For the satisfactory provision of services as detailed on Schedule A, the County will pay VENDOR an amount not to exceed \$18,625.00 as itemized below:

1. Reimbursement for the compensation paid by VENDOR to the Courier at an hourly rate of \$20.25, up to a maximum of 430 hours, as scheduled by the OCOFA Nutrition Director and actually spent by the Courier in retrieving and delivering Meals as detailed on Schedule A, for a total amount of \$8,705.50; plus

Commented [N04]: Is this the correct rate?

2. Reimbursement for the mileage actually incurred to retrieve and deliver Meals as detailed on Schedule A at the Federally-approved rate for tax year ~~2024~~ (which rate is expected to be published by the United States Internal Revenue Service in or about mid-December 2023, and is hereby incorporated and made part of this Agreement by reference) up to a maximum amount of \$9,919.50

Commented [N05]: Shouldn't this be 2023?

All VENDOR requests for reimbursement as set forth on this Schedule B must be supported by **Form COFA #2** submitted monthly by VENDOR to OCOFA.

(rev. 12/23 – GML 119-o)

**SCHEDULE C**  
**RESOLUTIONS**

See Attached

**COUNTY OF ORANGE  
DEPARTMENT FOR THE AGING**



40 Matthews Street, Suite 305  
Goshen, New York 10924  
(845) 615-3726  
FAX (845) 360-9266

**MEMORANDUM**

**To:** All Contracted Vendors  
**From:** Joseph J. Malfa, Fiscal Manager  
**Date:** 11/14/2023  
**Subject:** Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

**The certificate holder is to be addressed as follows:**

County of Orange  
c/o Orange County Office For the Aging  
40 Matthews Street, 3<sup>rd</sup> Floor, Suite 305  
Goshen, NY 10924

**County of Orange** or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

## The following is a list of accepted forms:

### Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

### Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, [www.wcb.ny.gov](http://www.wcb.ny.gov). Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

**OR**

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

### Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, [www.wcb.ny.gov](http://www.wcb.ny.gov). Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

**OR**

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



## Warwick Town Clerk

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**From:** Town of Warwick Supervisor  
**Sent:** Wednesday, January 31, 2024 1:11 PM  
**To:** Robert Krahulik (rkrahulik@hvlaw.net)  
**Cc:** John L. Buckheit; Warwick Town Clerk; Michael Newhard  
**Subject:** FW: GA-23-14246-O - Alario to Village of Warwick - Robin Brae, Warwick, NY  
**Attachments:** GA-23-14246-O Title Report.PDF; Title Review Memo.pdf; Draft - Conservation Easement.docx

Bob,

Please review the easement proposal with Village of Warwick for our portion of the Lewis Woodlands park cost share. I would like to execute this as quickly as possible so we can issue payment.

JD

**Jesse Dwyer**  
Town of Warwick Supervisor  
[Supervisor@townofwarwick.org](mailto:Supervisor@townofwarwick.org)  
Phone: (845) 986-1120 x 5



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**From:** Michael Newhard <[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)>  
**Sent:** Wednesday, January 31, 2024 1:00 PM  
**To:** Town of Warwick Supervisor <[Supervisor@townofwarwick.org](mailto:Supervisor@townofwarwick.org)>  
**Cc:** Raina Abramson <[clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)>  
**Subject:** FW: GA-23-14246-O - Alario to Village of Warwick - Robin Brae, Warwick, NY

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**From:** Aaron Fitch <[afitch@drakeloeb.com](mailto:afitch@drakeloeb.com)>  
**Sent:** Tuesday, January 23, 2024 12:16 PM  
**To:** Michael Newhard <[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)>  
**Cc:** Raina Abramson <[clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)>; Stephen Gaba <[sgaba@drakeloeb.com](mailto:sgaba@drakeloeb.com)>  
**Subject:** GA-23-14246-O - Alario to Village of Warwick - Robin Brae, Warwick, NY

Good afternoon,

We received the title search in connection with the above transaction. I have attached a title review memo, as well as the search. Please review and let me know if you have any questions.

Have the logistics been figured out regarding getting the CPF funds prior to the Village actually owning the property? Let me know your availability in the upcoming days for a call to discuss moving forward.

I have also attached a draft of the proposed conservation easement for your review and approval, as well as the Town's review and approval. We will need to provide the same to the title company for their review, but I am sending to you for Village and Town sign off first.

Speak to you soon.

**Aaron C. Fitch**  
*Partner*

**DRAKE LOEB** PLLC  
ATTORNEYS AT LAW

555 Hudson Valley Avenue, Suite 100  
New Windsor, New York 12553  
(845) 561-0550  
Direct: (845) 458-7318  
Fax: (845) 458-7319  
[www.drakeloeb.com](http://www.drakeloeb.com)

**IMPORTANT NOTICE: NEVER TRUST WIRING INSTRUCTIONS SENT VIA EMAIL.  
DO NOT WIRE MONEY TO OUR OFFICE WITHOUT CONFIRMING BY A TELEPHONE  
CALL TO OUR OFFICE THAT THE WIRING INSTRUCTIONS ARE CORRECT.**

*This communication is intended only for the listed addressee and may contain information that is privileged and confidential. If you are not the addressee listed above, any use, distribution or reproduction of this communication (including any attachments) is strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY A REPLY EMAIL OR PHONE, AND PERMANENTLY DELETE THE ORIGINAL EMAIL AND ANY ATTACHMENTS FROM ALL STORAGE DEVICES WITHOUT RETAINING A COPY. THANK YOU.*

*Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.*

*Please remember the environment before printing this email.*



275 Route 17K, Suite 110,  
Newburgh, NY 12550

TEL: (845) 457-3320  
Fax: (845) 764-8994

greenacre@greenacreabstract.com  
www.greenacreabstract.com

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January 19, 2024

Aaron Fitch, Esq.  
Drake Loeb, PLLC  
555 Hudson Valley Avenue, Suite 100  
New Windsor, NY 12553

**Re: Commitment for Title Insurance**

File Number: **GA-23-14246-O**  
Premises: **Robin Brae, Village of Warwick, Town of Warwick**  
County: **Orange**  
Purchaser(s): **Village of Warwick**  
Seller(s): **Jeffrey Alario and Marina Alario**

Dear Aaron Fitch, Esq.,

Thank you for choosing GreenAcre Abstract, LLC. Enclosed please find our Commitment for Title Insurance, together with attachments, concerning the above referenced transaction. Please direct your attention to the following:

1. Proof is required that the person executing instruments on behalf of the Village of Warwick has the power to bind said corporation in this transaction.

If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in cursive script that reads 'Emily Cannillo'.

---

Emily Cannillo  
GreenAcre Abstract, LLC

Enclosures

**Title Report sent to the following:**

Steven J. Spiegel, Esq.



275 Route 17K, Suite 110,  
Newburgh, NY 12550

TEL: (845) 457-3320  
Fax: (845) 764-8994

greenacre@greenacreabstract.com  
www.greenacreabstract.com

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January 19, 2024

Steven J. Spiegel, Esq.  
Spiegel Legal, LLC  
148 North Main Street  
Florida, NY 10921

**Re: Commitment for Title Insurance**

File Number: **GA-23-14246-O**  
Premises: **Robin Brae, Village of Warwick, Town of Warwick**  
County: **Orange**  
Purchaser(s): **Village of Warwick**  
Seller(s): **Jeffrey Alario and Marina Alario**

Dear Steven J. Spiegel, Esq.,

Enclosed please find our Commitment for Title Insurance, together with attachments, concerning the above referenced transaction. Please direct your attention to the following:

1. The insured premises is located in the Village of Warwick, Town of Warwick. The Orange County Clerk's Office requires a Local Transfer Tax Form signed by both grantor and grantee to accompany the Deed at the time of recording. Please note an additional transfer tax entitled "Local Transfer Tax" will be collected through the title bill at closing.

If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in cursive script that reads 'Emily Cannillo'.

---

Emily Cannillo  
GreenAcre Abstract, LLC

Enclosures

**GreenAcre Abstract, LLC**

275 Route 17K, Suite 110  
Newburgh, NY 12550  
Tel (845) 457-3320 · Fax (845) 764-8994  
www.greenacreabstract.com

Title Number: **GA-23-14246-O**

Application Date: **December 13, 2023**

Representing: **Stewart Title Insurance Company**

Applicant: **Aaron Fitch, Esq.  
Drake Loeb, PLLC  
555 Hudson Valley Avenue, Suite 100  
New Windsor, NY 12553  
Tel: (845) 561-0550 Fax: (845) 561-1235  
afitch@drakeloeb.com**

Purchaser's **Same As Applicant**  
Attorney:

Seller's **Steven J. Spiegel, Esq.**  
Attorney: **Spiegel Legal, LLC  
148 North Main Street  
Florida NY 10921  
Tel: (845) 651-5000  
Steven@spiegellegal.com**

Mortgagee:

Premises: **Robin Brae, Warwick, NY 10990  
Village of Warwick, Town of Warwick**  
County: **Orange**  
S/B/L: **205/1/31.2**  
Seller(s): **Jeffrey Alario and Marina Alario**  
Purchaser(s): **Village of Warwick**

Departmentals:	<input checked="" type="checkbox"/> Patriot Search	<input checked="" type="checkbox"/> Street Report	<input type="checkbox"/> State UCC Search
	<input checked="" type="checkbox"/> Bankruptcy Search	<input type="checkbox"/> Flood Search	
	<input type="checkbox"/> Certificate of Occupancy	<input type="checkbox"/> Cert. of Good Standing	
	<input type="checkbox"/> Housing and Building	<input type="checkbox"/> Franchise Tax Search	
	<input checked="" type="checkbox"/> Tax Search	<input type="checkbox"/>	

Survey Instructions: **Locate and advise**

Premium Information  
Fee Policy: **\$75,000.00**

Thank you for your application for the examination of title to the above described premises. Our charges, on the basis of our filed rate schedule are noted, subject to any revision due to any desired change in liability, the addition of any requested or necessary disbursements, or changes in our filed rate schedule after this date.

**GreenAcre Abstract, LLC**  
 275 Route 17K, Suite 110  
 Newburgh, NY 12550  
 P: (845) 457-3320 F: (845) 764-8994

**\*\*\* GOOD FAITH ESTIMATE \*\*\***

Title No.: GA-23-14246-O

**Rate Information**

Record Owner: **Jeffrey Alario and Marina Alario**  
 Purchaser: **Village of Warwick**

Rate Type: **Straight Zone 2**  
 Fee: **\$75,000.00**

Premises: **Robin Brae, Warwick, NY**  
 County: **Orange** Closing County: **Orange**  
 Res. Type: Vacant Land

S/B/L: **205/1/31.2**

	Total	Borrower	Seller	Lender
<b>Title Charge</b>				
Premium Rate Owner	\$515.00	\$515.00		
Extra Chain	\$25.00	\$25.00		
Village of Warwick Tax Fee	\$100.00	\$100.00		
Bankruptcy Search (Taxable)	\$50.00	\$50.00		
Patriot Search (Taxable)	\$50.00	\$50.00		
Sales Tax On \$100.00	\$8.13	\$8.13		
<b>Recording</b>				
State Deed Transfer Tax	\$300.00		\$300.00	
Local Deed Transfer Tax	\$187.50	\$187.50		
Deed (V. Land) (4 Pgs)	\$340.00	\$340.00		
TP-584	\$5.00		\$5.00	
<b>Totals:</b>	<b>\$1,580.63</b>	<b>\$1,275.63</b>	<b>\$305.00</b>	<b>\$0.00</b>

Underwriter: **Stewart Title Insurance Company**  
 Premium/Endorsement Split: 86% - 14%

	Ag. Split	Und. Split
<b>Fee Prm</b>		
<b>\$515.00</b>	<b>\$ 442.90</b>	<b>\$ 72.10</b>
<b>Tot. Mtg Prm</b>		
<b>\$0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Tot. Ends.</b>		
<b>\$0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Totals</b>		
<b>\$ 515.00</b>	<b>\$ 442.90</b>	<b>\$ 72.10</b>

<b>FOR TRID PURPOSES</b>	
<b>Mtg. Prem</b>	
<b>Simul. Fee</b>	

**DISCLOSURE INFORMATION**

The Good Faith Estimate quoted herein is made in accordance with our standard charges published on our website. The compensation to the agent is also disclosed herein above. Please visit [www.greenacreabstract.com](http://www.greenacreabstract.com) for additional information.

**IMPORTANT DISCLOSURE REQUIRED PURSUANT TO 11 NYCRR 30.3:** This is to confirm your application for title insurance placed with **GreenAcre Abstract, LLC** ("Agent"), as agent for the Title Insurance Company ("Underwriter") as herein set forth. Agent will receive compensation as shown on this page. Alternative title insurance policy coverage's and/or endorsements may be available. Please contact the Agent for a description of alternative coverage's and premium quotes or for any other additional information. The premiums for policies of title insurance are approved by the New York State Department of Financial Services ("NYS DFS"), Insurance Division, pursuant to rate filings. The Underwriter used herein is a member of the Title Insurance Rate Service Association ("TIRSA"). These rates are standard for all members of TIRSA. The NYS DFS also approves policy and endorsement forms. The Agent does not have any material ownership interest in the Insurer, nor does the Insurer have any material ownership in the Agent. The Insurance Law prohibits reducing or rebating any portion of the premium paid to the Insurer for the title insurance policy whether by reducing the Agents' compensation or otherwise.

**NOTE:** Rates and charges herein are subject to change based on the rates in effect at the time of closing.

**NOTICE STATEMENT:** The lender or other party may require the performance of additional services which are not necessary services in connection with the issuance of the title policy. Please note that the issuance of the title policy is not dependent upon the performance of such additional services.

**Title No.: GA-23-14246-O**

CERTIFICATE OF TITLE ISSUED BY

**STEWART TITLE  
INSURANCE COMPANY**

Certifies to the proposed insured named in Schedule A that an Examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and/or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.


This Certificate shall be null and void (1) if the fees therefore are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBERANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

Countersigned:



Derrick Saunders  
Authorized Signature  
GreenAcre Abstract, LLC  
275 Route 17K, Suite 110  
Newburgh, NY 12550  
Phone: (845) 457-3320  
Fax: (845) 764-8994

  
Julie Curlen  
President  
Denise Carraux  
Corporate Secretary

Schedule A

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Title Number: GA-23-14246-O

Effective Date: December 4, 2023

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Premises: **Robin Brae, Warwick NY 10990**  
Town/Village/City: **Village of Warwick, Town of Warwick**  
County: **Orange**

Sec.: **205** Block: **1** Lot: **31.2**

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ALTA Owner's Policy 06/17/06 (with New York Standard Endorsement)

**\$75,000.00**

Proposed Insured: **Village of Warwick**

ALTA Loan Policy 06/17/06 (with New York Standard Endorsement)

Proposed Insured:

The estate or interest in the land described or referred to in this Certificate and covered herein is:

**Fee Simple**

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**THE COMPANY CERTIFIES** that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and there matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

**Jeffrey Alario and Marina Alario**

Source of Title:

**Jeffrey Alario and Marina Alario by deed from Michael C. Bertolini and Jerry Duane aka Jerry D. Deavenport, dated December 23, 2004, recorded January 21, 2005 in the Orange County Clerk's Office in Liber 11728 Page 876. NOTE: Said conveyance contains the premises herein and more.**

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The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION WITHIN

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Recertified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Title Recertified In:

For any Title Clearance questions on this report please call:  
GreenAcre Abstract, LLC  
(845) 457-3320 Fax: (845) 764-8994



ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at the terminus of the westerly line of a Village of Warwick public street known as Robin Brae at a northeast corner of lands now or formerly of Bradner;

RUNNING THENCE along lands now or formerly of Bradner, South 13 degrees 52' 00" West, 96.21 feet to a point at the northeast corner of lands now or formerly of Goodlatte;

THENCE along the lands now or formerly of Goodlatte, South 08 degrees 42' 00" West, 233.40 feet to a point;

THENCE along the same, South 23 degrees 19' 00" West, 70.00 feet to a point;

THENCE along the same, North 77 degrees 07' 00" West, 58.42 feet to a point in the line of lands now or formerly of J. Straton;

THENCE along the lands now or formerly of Straton, South 16 degrees 10' 00" West, 122.00 feet to an iron;

THENCE along the same and lands now or formerly of E.B. Lewis, South 75 degrees 25' 00" East, 209.70 feet to a point in the southwest corner of the lands now or formerly of Fowler;

THENCE along the lands now or formerly of Fowler, North 57 degrees 22' 00" East, 17.21 feet to a point in the centerline of a brook;

THENCE along the centerline of said brook, North 09 degrees 02' 00" East, 4.76 feet to a point;

THENCE along the same, North 07 degrees 48' 00" West, 27.57 feet to a point;

THENCE along the same, North 21 degrees 27' 00" East, 142.16 feet to a point;

THENCE along the same, North 21 degrees 11' 00" West, 27.17 feet to a point;

THENCE along the same, North 01 degrees 25' 00" East, 39.63 feet to a point;

THENCE along the same, North 37 degrees 48' 00" East, 67.43 feet to a point;

THENCE along the same, North 29 degrees 51' 00" East, 100.31 feet to an iron;

THENCE along the same, North 32 degrees 17' 00" East, 49.20 feet to an iron at the southeast corner of the lands now or formerly of Carl McGrath;

THENCE along the lands now or formerly of McGrath, North 55 degrees 31' 00" West, 180.52 feet to an iron at the southeast terminus of the said Robin Brae (public street);

THENCE along the terminus of the said public street, North 67 degrees 15' 00" West, 50.71 feet to the place of BEGINNING.

EXCEPTING THEREFROM ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at an iron at the most easterly corner of lands now or formerly of Dorothy B. Goodlatte in line with lands of Madison H. Lewis;

RUNNING THENCE along their common line, North 8 degrees 42' 00" East, 233.40 feet to the northeast corner of lands now or formerly of Goodlatte;

THENCE through the lands now or formerly of Madison H. Lewis, South 67 degrees 57' 28" East, 8.22 feet to a corner fence post;

THENCE through the same, South 10 degrees 39' 29" West, 231.61 feet to the place of BEGINNING.

**HEREINAFTER** set forth are additional matters which will appear in the policy as exceptions from coverage, unless disposed of to our satisfaction prior to the closing or delivery of the policy.

**DISPOSITION**

1. Taxes, tax liens, tax sales, water rates, sewer and assessments as set forth in schedule herein.
2. Mortgages returned herewith and set forth herein (None of Record).
3. Proof is required that the person executing instruments on behalf of the Village of Warwick has the power to bind said corporation in this transaction.
4. The insured premises is located in the Village of Warwick, Town of Warwick. The Orange County Clerk's Office requires a Local Transfer Tax Form signed by both grantor and grantee to accompany the Deed at the time of recording. Please note an additional transfer tax entitled "Local Transfer Tax" will be collected through the title bill at closing.
5. Searches for Judgments and State / Federal Tax Liens have been made against the following:  
  
Names: Jeffrey Alario and Marina Alario  
Returns: NONE FOUND OF RECORD.
6. Bankruptcy search has been made against the following:  
  
Names: Jeffrey Alario and Marina Alario  
Returns: NO OPEN BANKRUPTCIES FOUND.
7. Any state of facts which an accurate survey and personal inspection might disclose, including but not limited to the exact courses, distances and dimensions of the premises described in Schedule A herein.  
or  
Survey exceptions set forth herein.
8. Covenants, conditions, restrictions, easements, leases, agreements of record, etc. more fully set forth herein:
  - A. Right of Way as set forth in Liber 2151 Page 338 and Liber 1357 Page 319.
  - B. Utility Agreements as set forth in Liber 1256 Page 285.
  - C. Dedications as set forth in Liber 1311 Page 151, Liber 1387 Page 88 and Liber 1910 Page 196.
9. Rights of others to the natural and unobstructed flow of the brook crossing the premises.
10. No title is insured to any land lying within the lines of any street, road, avenue, land, turnpike or highway in front of or adjoining the premises described in Schedule "A" of which may cross over the same.

11. Unrecorded rights, if any, in favor of any public utility company to maintain its poles and operate its wires, lines, etc, in to and over the premises herein and in to and over the adjacent thereto.
12. Underground encroachments and easements if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair same.
13. Rights of tenants or persons in possession.
14. A FINAL WATER READING MUST BE ORDERED PRIOR TO CLOSING. A final bill must be delivered at closing or an escrow for same may be required. If water service is provided by a private water company or the insured premises has a well and septic, then an affidavit stating same must be executed by sellers and delivered at closing.
15. Policy excepts all water and sewer charges entered subsequent to the date of the last reading, regardless of the fact that same may include charges for consumption prior to said date.
16. All Municipal, Departmental and Street Reports are FOR INFORMATION ONLY. They are not insured and this Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.
17. The closing instrument must contain the following language:

Being and intended to be a portion of the same premises conveyed to Jeffrey Alario and Marina Alario by deed from Michael C. Bertolini and Jerry Duane aka Jerry D. Deavenport, dated December 23, 2004, recorded January 21, 2005 in the Orange County Clerk's Office in Liber 11728 Page 876.
18. If a power of attorney is to be used at the closing of this transaction, a copy of the power of attorney must be furnished to the Company prior to closing for review, and proof must be furnished to this Company that the donor is alive, under no legal incapacity and that the power has not been revoked.
19. Proof required that Jeffrey Alario and Marina Alario has/have not been known by any other name(s), married or single, within the last ten years; otherwise such other name(s) must be disclosed to the Company and searches amended.
20. Affidavit of Title will be required at closing.
21. Acceptable photographic proof of identification of Grantors / Grantees and/or Mortgages must be submitted at closing of title.

**End Schedule B**

The following exception will appear in the Policy of Title Insurance if company is not provided with an acceptable survey:

"Any state of facts an accurate survey and personal inspection of the premises might disclose, including but not limited to the exact courses, distances and dimensions of the premises described in Schedule A herein."

## **Mortgages**

Title Number **GA-23-14246-O**

**None of Record**

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

### TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

December 15, 2023

<b>Title #:</b>	GA-23-14246-O	<b>Assessed to:</b>	Jeffrey and Marina Alario
<b>Premises:</b>	Robin Brae	<b>School District:</b>	Warwick CSD
<b>County:</b>	Orange	<b>Village:</b>	Warwick
<b>Town:</b>	Warwick	<b>Building Class:</b>	311 - Residential Vacant Land
<b>SWIS:</b>	335405	<b>Acreage:</b>	2.00
<b>Section:</b>	205	<b>Assessed Value:</b>	5,600
<b>Block:</b>	1	<b>Exemptions:</b>	None
<b>Lot:</b>	31.2		

\*\*\*\*\*

**2023 Town/County Tax: 1/1-12/31 2023**

Base Tax:	\$324.82		
Full Tax:	\$789.47	Due 1/1/23	Paid

Note: Town/County Tax includes 22/23 Village Re-levy of \$464.65

**2023/2024 School Tax: 7/1-6/30 2023/2024**

Full Tax:	\$940.71	Due 9/1/23	Paid
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**2023/2024 Village Tax: 6/1-5/31 2023/2024**

Full Tax:	\$403.73	Due 6/1/23	Open / \$403.73 + 9% + 7% will be Re-levied onto 2024 Town Tax
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**Water/Sewer:** Vacant Land

**Run Date: 12/15/23 Subject to continuation prior to closing.**

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

**CONTINUED ON NEXT PAGE**

**Taxing Authority**

Town of Warwick - Town/County & School Tax  
Ana Kanz - Receiver of Taxes  
132 Kings Highway  
Warwick N.Y. 10990  
Ph: (845) 986-1125 X 249  
No Memo Fee

Village of Warwick - Village Tax & Water/Sewer  
77 Main Street  
P.O. Box 369  
Warwick, NY 10990  
Ph: (845) 986-2031  
w/s ex 5  
No Memo Fee

Orange County Commissioner of Finance  
255 Main Street  
Goshen, NY 10924  
Ph: (845) 291-2480

NOTE: Taxing Authority information is provided for informational purposes only. No liability assumed. It is recommended you contact the above collectors prior to sending payment to confirm taxes are still payable to the above locations.

**Run Date: 12/15/23 Subject to continuation prior to closing.**

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.



**DEPARTMENTAL SEARCHES**

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

**CERTIFICATE OF OCCUPANCY**

None Requested; None Provided

**HOUSING & BUILDING**

None Requested; None Provided

**STREET REPORT**

As per the Village of Warwick, Town of Warwick, Robin Brae is a Public roadway.

**BANKRUPTCY SEARCH**

See Attached

**PATRIOT SEARCH**

See Attached

**TAX SEARCH**

See Attached

# Bankruptcy Search

Date: **January 19, 2024**

Title Number: **GA-23-14246-O**

Name of Individual, Corporation or Business:

**Jeffrey Alario**

County: **Orange, NY**

The results of the investigation as per last posted date:

X	There is no record of Bankruptcy Filing for the above mentioned individual, corporation or business.
	The following information is on file: (See attached herein)

### **Important Notice about Search Information Above**

GreenAcre Abstract, LLC does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein.  
The search was conducted for a period of seven years.

# Bankruptcy Search

Date: **January 19, 2024**

Title Number: **GA-23-14246-O**

Name of Individual, Corporation or Business:

**Marina Alario**

County: **Orange, NY**

The results of the investigation as per last posted date:

X	There is no record of Bankruptcy Filing for the above mentioned individual, corporation or business.
	The following information is on file: (See attached herein)

### **Important Notice about Search Information Above**

GreenAcre Abstract, LLC does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein. The search was conducted for a period of seven years.

**UNITED STATES**  
**PATRIOT NAME SEARCH**

Date: **January 19, 2024**

Title Number: **GA-23-14246-O**

Name of Individual, Corporation or Business:

**Jeffrey Alario**

X	There is <b>NO RECORD</b> of the above mentioned individual, corporation or business.
	<b>A RECORD WAS FOUND</b> for the above mentioned individual, corporation or business.

IMPORTANT NOTICE ABOUT THE ABOVE SEARCH INFORMATION

GreenAcre Abstract, LLC does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This report is submitted for information purposes only. Liability is limited to errors and omissions if properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the Microfiche or Index Sections of The United States Bankruptcy Clerk's Office.

**UNITED STATES**  
**PATRIOT NAME SEARCH**

Date: **January 19, 2024**

Title Number: **GA-23-14246-O**

Name of Individual, Corporation or Business:

**Marina Alario**

X	There is <b>NO RECORD</b> of the above mentioned individual, corporation or business.
	<b>A RECORD WAS FOUND</b> for the above mentioned individual, corporation or business.

**IMPORTANT NOTICE ABOUT THE ABOVE SEARCH INFORMATION**

GreenAcre Abstract, LLC does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This report is submitted for information purposes only. Liability is limited to errors and omissions if properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the Microfiche or Index Sections of The United States Bankruptcy Clerk's Office.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENT

Michael C. Bertolini +  
Gerry Duane  
  
TO  
Jeffrey Alario +  
Marina Alario

SECTION 205 BLOCK 1 LOT 31.2 274



RECORD AND RETURN TO:  
(name and address)

Douglas R. Stage, Esq.  
23 West 84  
Warwick, Ny 10990

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY  
DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED  MORTGAGE \_\_\_\_\_ SATISFACTION \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ OTHER \_\_\_\_\_

PROPERTY LOCATION

- \_\_\_ 2089 BLOOMING GROVE (TN)
- \_\_\_ 2001 WASHINGTONVILLE (VLG)
- \_\_\_ 2289 CHESTER (TN)
- \_\_\_ 2201 CHESTER (VLG)
- \_\_\_ 2489 CORNWALL (TN)
- \_\_\_ 2401 CORNWALL (VLG)
- \_\_\_ 2600 CRAWFORD (TN)
- \_\_\_ 2800 DEERPARK (TN)
- \_\_\_ 3089 GOSHEN (TN)
- \_\_\_ 3001 GOSHEN (VLG)
- \_\_\_ 3003 FLORIDA (VLG)
- \_\_\_ 3005 CHESTER (VLG)
- \_\_\_ 3200 GREENVILLE (TN)
- \_\_\_ 3489 HAMPTONBURGH (TN)
- \_\_\_ 3401 MAYBROOK (VLG)
- \_\_\_ 3689 HIGHLANDS (TN)
- \_\_\_ 3601 HIGHLAND FALLS (VLG)
- \_\_\_ 3889 MINISINK (TN)
- \_\_\_ 3801 UNIONVILLE (VLG)
- \_\_\_ 4089 MONROE (TN)
- \_\_\_ 4001 MONROE (VLG)
- \_\_\_ 4003 HARRIMAN (VLG)
- \_\_\_ 4005 KIRYAS JOEL (VLG)
- \_\_\_ 4289 MONTGOMERY (TN)
- \_\_\_ 4201 MAYBROOK (VLG)
- \_\_\_ 4203 MONTGOMERY (VLG)
- \_\_\_ 4205 WALDEN (VLG)
- \_\_\_ 4489 MOUNT HOPE (TN)
- \_\_\_ 4401 OTISVILLE (VLG)
- \_\_\_ 4600 NEWBURGH (TN)
- \_\_\_ 4800 NEW WINDSOR (TN)
- \_\_\_ 5089 TUXEDO (TN)
- \_\_\_ 5001 TUXEDO PARK (VLG)
- \_\_\_ 5200 WALKKILL (TN)
- \_\_\_ 5489 WARWICK (TN)
- \_\_\_ 5401 FLORIDA (VLG)
- \_\_\_ 5403 GREENWOOD LAKE (VLG)
- \_\_\_ 5405 WARWICK (VLG)
- \_\_\_ 5600 WAWAYANDA (TN)
- \_\_\_ 5889 WOODBURY (TN)
- \_\_\_ 5801 HARRIMAN (VLG)
- \_\_\_ 0909 MIDDLETOWN
- \_\_\_ 1100 NEWBURGH
- \_\_\_ 1300 PORT JERVIS
- \_\_\_ 9999 HOLD

NO PAGES 5 CROSS REF. \_\_\_\_\_  
CERT. COPY \_\_\_\_\_ ADD'L X-REF. \_\_\_\_\_  
MAP# \_\_\_\_\_ PGS. \_\_\_\_\_

PAYMENT TYPE: CHECK   
CASH \_\_\_\_\_  
CHARGE \_\_\_\_\_  
NO FEE \_\_\_\_\_

Taxable  
CONSIDERATION \$ 625000 -  
TAX EXEMPT \_\_\_\_\_  
Taxable  
MORTGAGE AMT. \$ \_\_\_\_\_  
DATE \_\_\_\_\_

MORTGAGE TAX TYPE:  
\_\_\_ (A) COMMERCIAL/FULL 1%  
\_\_\_ (B) 1 OR 2 FAMILY  
\_\_\_ (C) UNDER \$10,000  
\_\_\_ (E) EXEMPT  
\_\_\_ (F) 3 TO 6 UNITS  
\_\_\_ (I) NAT.PERSON/CR. UNION  
\_\_\_ (J) NAT.PER-CR.UN/1 OR 2  
\_\_\_ (K) CONDO

*Donna L. Benson*  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: Warwick Valley

RECORDED/FILED  
01/21/2005/ 14:36:34  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20050007456  
DEED R / BK 11728 PG 0876  
RECORDING FEES 120.00  
TTX# 006678 T TAX 2,500.00  
Receipt#368832 dab



**BARGAIN AND SALE DEED**

**THIS INDENTURE**, made on the 23<sup>rd</sup> day of December, in the year 2004

**BETWEEN Michael C. Bertolini and Jerry Duane**, also known as Jerry D. Deavenport,  
residing at 26 Church Street, Warwick, New York 10990

party of the first part,

husband & wife,

and **JEFFREY ALARIO AND MARINA ALARIO**, residing at 34 Maple Avenue, Warwick, New  
York 10990

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, its heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town/Village of Warwick, County of Orange, State of New York, more particularly bounded and described on Schedule "A" annexed hereto and made a part hereof, and known as Town/Village of Warwick, Tax Map Nos. 205-1-27 and 205-1-31.2.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, if any, before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.





TITLE NO.: OR-2356  
SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, and State of New York, being bounded and described as follows:

PARCEL 1:

BEGINNING at an iron in the easterly line of Maple Avenue in said Village of Warwick, said iron being the northwesterly corner of lands of the heirs of T.P. Fowler and running from thence along the easterly line of said Maple Avenue, South Twenty-four degrees, Forty-seven minutes West, Two hundred seventy-four and seventy-five hundredths feet to an iron in the northeasterly corner of lands of Robert Huyler; thence along lands of said Huyler South Seventy-two degrees, Forty minutes East, Four hundred sixteen and ninety-one hundredths feet to the corner of the lands of the said Fowler; thence along the lands of the said Fowler North Seventeen degrees, Fifty-six minutes East, One hundred thirty-two and no tenths feet to an iron; thence along the same North Twenty-eight degrees, four minutes West, One hundred thirty-six and no tenths feet to an iron; thence along the same North Sixty-three degrees, Forty-four minutes West, Two hundred eighty-nine and thirty-seven hundredths feet to the place of beginning

EXCEPTING and RESERVING ALL THAT PIECE OR PARCEL OF LAND, situate in the Village of Warwick, County of Orange, State of New York, bounded and described as follows:

BEGINNING in the center line of Maple Avenue, on the division line between the lands of Robert I. Huyler and Mildred T. Huyler and John Charles Straton and Helen S. Straton, and runs thence (1) on a course of South  $74^{\circ} 35'$  East a distance of 206.0 feet to a nail in northwest side of a locust tree, (2) on a course North  $72^{\circ} 41'$  West a distance of 205.2 feet to the center of Maple Avenue; (3) on a course of South  $23^{\circ} 0'$  West a distance of 6.85 feet to the place of beginning.

PARCEL 2:

ALL TRACT OR PARCEL OF LAND situated, in the Village of Warwick, County of Orange, State of New York, bounded and described as follows:

BEGINNING at the terminus of the westerly line of a Village of Warwick public street known as Robin Brae at a northeast corner of the lands of Bradner and runs along the lands of Bradner S  $13^{\circ} 52'$  W 96.21 feet to a point at the northeast corner of lands of Goodlatte; thence along the lands of the said Goodlatte S  $08^{\circ} 42'$  W 233.40 feet to a point; thence along the same S  $23^{\circ} 19'$  W 70.00 feet to a point; thence along the same N  $77^{\circ} 07'$  W 58.42 feet to a point in the line of the lands of J. Straton; thence along the

TITLE NO.: OR-2356  
SCHEDULE A (continued)

lands of the said Straton S 16° 10' W 122.00 feet to an iron; thence along the same and the lands of E.B. Lewis S 75° 25' E 209.70 feet to a point in the southwest corner of the lands of Fowler; thence along the lands of the said Fowler N 57° 22' E 17.21 feet to a point in the centerline of a brook; thence along the centerline of said brook N 09° 02' E 4.76 feet to a point; thence along the same N 07° 48' W 27.57 feet to a point; thence along the same N 21° 27' E 142.16 feet to a point; thence along the same N 21° 11' W 27.17 feet to a point; thence along the same N 01° 25' E 39.63 feet to a point; thence along the same N 37° 48' E 67.43 feet to a point; thence along the same N 29° 51' E 100.31 feet to an iron; thence along the same N 32° 17' E 49.20 feet to an iron at the southeast corner of the lands of Carl McGrath; thence along the lands of the said McGrath N 55° 31' W 180.52 feet to an iron at the southeast terminus of the said Robin Brae (public street) thence along the terminus of the said public street N 67° 15' W 50.71 feet to the place of beginning.

Excepting and reserving thereout and therefrom:

**BEGINNING** at a iron at the most easterly corner of lands of Dorothy B. Goodlatte in the line of lands of Madison H. Lewis and runs thence along their common line North 8° 42' East 233.40 feet to the northeast corner of the said Goodlatte thence through the lands of Madison H. Lewis South 67° 57' 28' East 8.22 feet to a corner fence post; thence through the same South 10° 39' 29" West 231.61 feet to the place of beginning.



*For Corrections Book No. B. 1387 - 28 May 23 1956*

# This Indenture

Made the 19 day of June, Nineteen Hundred and Fifty-four,

Between ROBIN BRAE ESTATES, INC.,

a corporation organized under the laws of the State of New York, having its principal office and place of business at No. 11 Main Street, Village of Warwick, County of Orange and State of New York,

party of the first part, and

VILLAGE OF WARWICK, a municipal corporation of the State of New York, having its principal office at 77 Main Street, Village of Warwick, County of Orange and State of New York,

party of the second part;

Witnesseth that the party of the first part, in consideration of

ONE - - - - - Dollar

(\$1.00 ) lawful money of the United States,

paid by the party of the second part,

does hereby grant and release unto the party of the second part,

its successors and assigns forever, ~~with~~ a Fifty foot (50') street in the Village of Warwick, Orange County, New York, which extends from the Southerly line of Maple Avenue through the lands as conveyed by Katherine F. Milbank to the Robin Brae Estates, Inc., by deed dated September 3, 1952 and recorded September 9, 1952 in Book 1242 of Deeds, at Page 542, southerly and westerly to the most southerly corner of the lands of Ruth A. Krasniewicz, the center line of which is more fully described as follows: BEGINNING at a point in the southerly line of Maple Avenue, said beginning point being South 22 degrees, 45 minutes west, 561.0 feet from the most westerly corner of the lands of Patsy Manno, and running from thence through the lands of the Robin Brae Estates, Inc. South 67 degrees, 15 minutes East, 264.42 feet to a point; thence on a curve to the right with a radius of 125 feet or 176.9 feet to a point; thence through the same South 13 degrees, 52 minutes west, 137.1 feet to a point and containing more or less land.

TOGETHER with the water main and connections now located therein.

1311-151

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

In Presence of

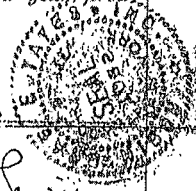
*[Handwritten signature]*

In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this day and year, first above written.



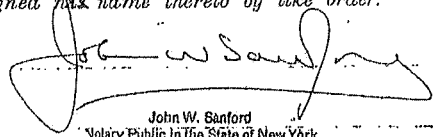
ROBIN BRAE ESTATES, INC.

By *[Handwritten signature]*  
President.



State of New York }  
County of ORANGE } ss.  
of

On this 19 day of June, Nineteen Hundred and Fifty-four, before me personally came ELIZABETH-S. LEWIS, to me personally known, who, being by me duly sworn, did depose and say that she resides ~~at~~ at 29 Maple Avenue, Village of Warwick, New York; that she is the President of ROBIN BRAE ESTATES, INC., the corporation described in, and which executed, the above Instrument; that she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed ~~her~~<sup>her</sup> name thereto by like order.



John W. Sanford  
Notary Public in the State of New York  
My commission expires March 30, 1956  
Orange County Clerk's No. 1169

A true record entered July 1st, 1954 at 1:00 P.M.

*H. Bottelmaek* Clerk

## EXTENSION OF GAS MAINS

on

## PRIVATE PROPERTY

AGREEMENT, made this 20<sup>th</sup> day of July, 1955,  
 Between ROBIN BRAE ESTATES, INC., a corporation of the State of  
 New York, having its principal office at 11 Main Street, Village  
 of Warwick, Orange County, New York, party of the first part, and  
 ROCKLAND LIGHT AND POWER COMPANY, a domestic corporation having  
 its principal office at 10 North Broadway, Nyack, New York, party  
 of the second part,

## W I T N E S S E T H :

WHEREAS, the party of the first part is the owner of  
 a 16-1/2 foot right of way in the Village of Warwick, Orange  
 County, New York, the center line of which is described as  
 follows:

BEGINNING at a point in the northerly line of  
 Robin Brae Drive, said point being the center line of a  
 16-1/2 foot right of way between the lands of Stephen  
 Gordon and Francis Roy and running thence along the center  
 line of said 16-1/2 foot right of way North 26 degrees 33  
 minutes East 136.94 feet; thence along the same North  
 37 degrees 28 minutes East 147.9 feet to the line of lands  
 of Patsy Manno.

and

WHEREAS, the party of the first part is desirous of  
 having the party of the second part extend its gas mains along  
 said private right of way to the line of lands of the said Patsy  
 Manno;

NOW, THEREFORE, in consideration of the premises, and  
 the sum of One Dollar (\$1.00) each to the other in hand paid,  
 the receipt whereof is hereby acknowledged, and the mutual  
 covenants and agreements hereinafter set forth, the parties  
 hereto covenant and agree with one another as follows:

1357-319

The party of the first part hereby grants, releases, sells, assigns, quitclaims and sets over unto the party of the second part a perpetual right of way or easement over said right of way heretofore described for the purpose of laying, constructing, operating, maintaining and repairing a pipe line for the purpose of carrying gas to the premises abutting on said right of way, together with all service pipes, accessories, fixtures, attachments, equipment, apparatus and appurtenances that in the opinion of the party of the second part may be necessary or desirable to install in connection with such gas lines.

The party of the first part further agrees and represents that it is seized of the premises over which said right of way is hereby granted, in fee simple, absolute and that the same are free from all liens and encumbrances of every kind and nature whatsoever, and the party of the first part agrees to warrant and defend the title of the party of the second part to said right or easement against all persons, firms or corporations and to pay all taxes and assessments that may be levied or assessed thereon in accordance with law.

The party of the first part further agrees to indemnify and save harmless the party of the second part for any damage it may sustain by reason of any act of the party of the first part, its agents and servants or independent contractors whether said acts are classified as negligence or not.

It is understood and agreed that the title to the gas mains, together with all accessories, fixtures, attachments, equipment, apparatus, appurtenances and service pipes shall be and remain the property of the party of the second part, and the party of the first part shall have no right or title thereto or lien thereon. That as soon as any of said gas



mains shall be installed, together with the apparatus and appurtenances attached thereto or installed in connection therewith, the whole shall stand as a unit in the distribution system of the party of the second part and that the party of the second part shall have the right to make any further extensions from any point on any of the extensions herein provided for.

This agreement shall be construed as an agreement running with the land and shall bind the party of the first part, its successors and assigns.

All verbal agreements are merged in this contract.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers the day and year first above written.

ROBIN BRAE ESTATES, INC.

By *E. Quackenbush* President



ROCKLAND LIGHT AND POWER COMPANY

By *Chas. F. Hulswit* President



322

STATE OF NEW YORK,  
COUNTY OF *Orange*

On this *20<sup>th</sup>* day of *July*, 1955, before me personally came ELIZABETH S. LEWIS, to me personally known, who, being by me duly sworn, did depose and say that she resides in the Village of Warwick, New York; that she is the President of ROBIN BRAE ESTATES, INC., the corporation described in, and which executed, the within instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

*John J. Beattie*

JOHN J. BEATTIE, III  
NOTARY PUBLIC IN THE STATE OF NEW YORK  
MY COMMISSION EXPIRES MARCH 30, 1957  
ORANGE COUNTY CLERK'S No. 28

STATE OF  
COUNTY OF

On this 4th day of August, 1955, before me personally came CHARLES L. HULSWIT, to me personally known, who, being by me duly sworn, did depose and say that he resides at West Nyack, New York; that he is the President of ROCKLAND LIGHT AND POWER COMPANY, the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Charles Whestone*

CHARLES WHESTONE  
NOTARY PUBLIC, STATE OF NEW YORK  
Residing in Rockland County  
Commission expires March 30, 1957

A true record entered August 15th, 1955 at 9:00 A.M.

*W. Kottschalk* Clerk

# This Indenture,

Made the 10th day of May, Nineteen Hundred and Fifty-six,

Between **ROBIN BRAE ESTATES, INC.**,

a corporation organized under the laws of the State of New York,  
having its principal office at No. 11 Main Street, Village of Warwick,  
County of Orange and State of New York,

party of the first part, and  
VILLAGE OF WARWICK, a municipal corporation of the State of New York,  
having its principal office at No. 77 Main Street, Village of Warwick,  
County of Orange and State of New York,

Witnesseth that the party of the first part, in consideration of

ONE ----- Dollar

(\$ 1.00 - - - - ) lawful money of the United States, and other good and  
valuable consideration, paid by the party of the second part,

does hereby grant and release unto the party of the second part, its

successors and assigns forever, ~~and~~ a Fifty (50) foot street in  
the Village of Warwick, Town of Warwick, County of Orange and State of  
New York, which extends from the southerly line of Maple Avenue,  
through the lands as conveyed by Katherine F. Milbank to Robin Brae  
Estates, Inc., by deed dated September 3, 1952 and recorded in the  
Orange County Clerk's Office September 9, 1952 in Book 1242 of Deeds,  
at page 542, southerly and westerly to the most southerly corner of the  
lands of John Paul McGrath and wife and more fully described as  
follows: BEGINNING at a point in the southerly line of Maple Avenue,  
said beginning point being South 22° 45' West, 416.0 feet measured  
along the southerly line of the said Maple Avenue from the most westerly  
corner of Patsy Manno and running from thence through the lands of  
Robin Brae Estates, Inc., party of the first part, southeasterly on a  
curve to the left with a radius of 20 feet for 31.42 feet to a point;  
thence through the same and along the lands of Francis A. Roy, South  
67° 15' East, 244.42 feet to a point; thence along the same and lands  
of the Estate of Stephen Gordon and through the lands of the said  
Robin Brae Estates, Inc., on a curve to the right with a radius of 150  
feet for 212.28 feet to a point; thence through the lands of the said  
Robin Brae Estates, Inc., South 13° 52' West, 145.55 feet to a point;  
thence along the end of the street North 67° 15' West, 50.71 feet to  
the most southerly corner of McGrath; thence along the lands of the  
said McGrath and through the lands now or formerly of the said Robin  
Brae Estates, Inc., North 13° 52' East, 137.08 feet to a point;  
thence through the lands now or formerly of the said Robin Brae Estates,  
Inc., on a curve to the left with a radius of 100 feet for 141.50 feet  
to a point; thence through the same North 67° 15' West, 244.42 feet to  
a point; thence on a curve to the left with a radius of 20 feet for  
31.42 feet to a point in the southerly line of the aforesaid Maple  
Avenue; thence along the southerly line of the said Maple Avenue North

1387-800  
FCI

22° 45' East, 70.0 feet to the place of beginning.

TOGETHER with water mains and connections now located therein.

BEING the same premises intended to be conveyed by the party of the first part to the party of the second part by deed dated June 19, 1954, and recorded July 1, 1954, in Book 1311 of Deeds, at page 151, and this deed is given to correct errors in the description in said deed and involves no other or additional consideration.

*Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,*

*To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.*

*And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.*

*And That the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Presence of

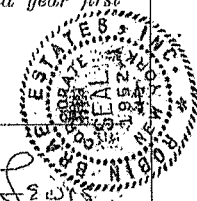
*In Witness Whereof, The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.*

ROBIN BRAE ESTATES, INC.

ATTEST:

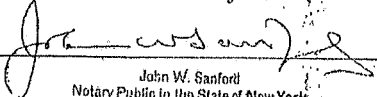
*[Signature]*  
Secretary

By *[Signature]* President



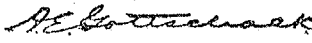
State of New York }  
County of            } ss..

of  
On this 10 day of May, Nineteen Hundred and  
Fifty-six, before me personally came ELIZABETH S. LEWIS,  
to me personally known, who, being by me duly sworn, did depose and say that  
she resides at 29 Maple Avenue, Village of Warwick, New York that she is  
the President of ROBIN BRAE ESTATES, INC.,  
the corporation described in, and which executed, the above Instrument; that she  
knows the seal of said corporation; that the seal affixed to said Instrument is  
such corporate seal; that it was so affixed by order of the Board of Directors  
of said corporation; and that she signed <sup>her</sup> name thereto by like order.

  
John W. Sanford  
Notary Public in the State of New York  
My commission expires March 20, 1957  
Orange County Clerk's No. 1168



A true record entered May 23rd, 1956 at 9:00 A. M.

 Clerk

THIS INDENTURE, made and executed the 21st day of June, 1972, between ELIZABETH S. LEWIS, residing at 29 Maple Avenue,

in the Village of Warwick, Orange County, New York, hereinafter called the grantor, and the VILLAGE OF WARWICK, a municipal corporation of the State of New York, having its principal place of business at 77 Main Street, Village of Warwick, Orange County, New York, hereinafter called the grantee,

WITNESSETH:

The grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the grantee, does hereby grant, convey and release unto the grantee, its successors and assigns, forever, a right-of-way and easement 25 X 50 feet in width, to enter upon and construct, lay and install a sewer pipe line, manholes and other appurtenances for conveying sewage over, through and under the premises of the grantor situate At the intersection of Robin Brae Drive and the Grantor's lands, including the installation thereon

~~of a pump station and sewer lateral to service adjoining premises of Hedwig E. Cloos and Henriette B. Miller in the Village of Warwick, New York, and upon completion of the original construction laying and installation of the sewer pipe line, manholes and other appurtenances a right of way easement 25 X 50 feet in width to enter upon and operate, maintain, repair or replace the sewer pipe line, manholes and other appurtenances on the grantor's premises, the center line of said rights of way and easements being shown on the annexed print entitled "Robin Brae Pump Station Easement to be acquired from Elizabeth S. Lewis, Village of Warwick, Orange Co., N.Y." dated June, 1972, made by Chumard & Erikson, Middletown, New York.~~

X 1 A

The grantor reserves the right to use and enjoy the said premises, except for the rights and privileges herein described and granted, provided that such use shall not interfere with or obstruct the construction, laying, installation, operation, maintenance, repair or replacement of, or cause injury or damage to, such sewer pipe line, manholes and other appurtenances.

The grantor agrees that no building will be constructed and erected upon or adjacent to said rights-of-way so as to interfere with or obstruct the construction, laying, installation, operation, maintenance, repair or replacement of such sewer pipe line, manholes and other appurtenances.

The grantee shall, at its own cost and expense, immediately after completion of the original construction, laying and installation and immediately after completion of any future repairs to or replacements of said sewer pipe line, manholes and appurtenances, restore said lands and premises to substantially the same condition as before such work was performed.

The sewer pipe line, manholes and other appurtenances placed in or under said rights-of-way shall at all times remain the property of the grantee and under its control and supervision.

The grantee shall indemnify the grantor for liability for injuries to or death of persons, or loss or damage to property, directly or indirectly arising out of the construction, laying, installation, operation, maintenance, repair or replacement of such sewer pipe line, manholes and other appurtenances.

The grantor and grantee covenant, as a covenant running with the land, that all of the terms and provisions of this grant shall be binding upon them, their heirs or successors and assigns forever.

IN WITNESS WHEREOF, the grantor and grantee have duly executed this grant and easement the day and year first above written.

IN PRESENCE OF:

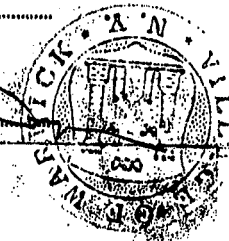
*Margaret B. Williams*

*Elizabeth S. Lewis* (L.S.)  
ELIZABETH S. LEWIS (L.S.)

By: .....

VILLAGE OF WARWICK

By: *James J. ...*  
Mayor



STATE OF NEW YORK )  
COUNTY OF CHANCE ) SS:

On this ..... day of ....., 19 ....., before me personally came ..... to me personally known and known to me to be the individual described in and who executed the foregoing instrument, and ..... acknowledged to me that ..... execute the same.

LIBER 1910 PG 198

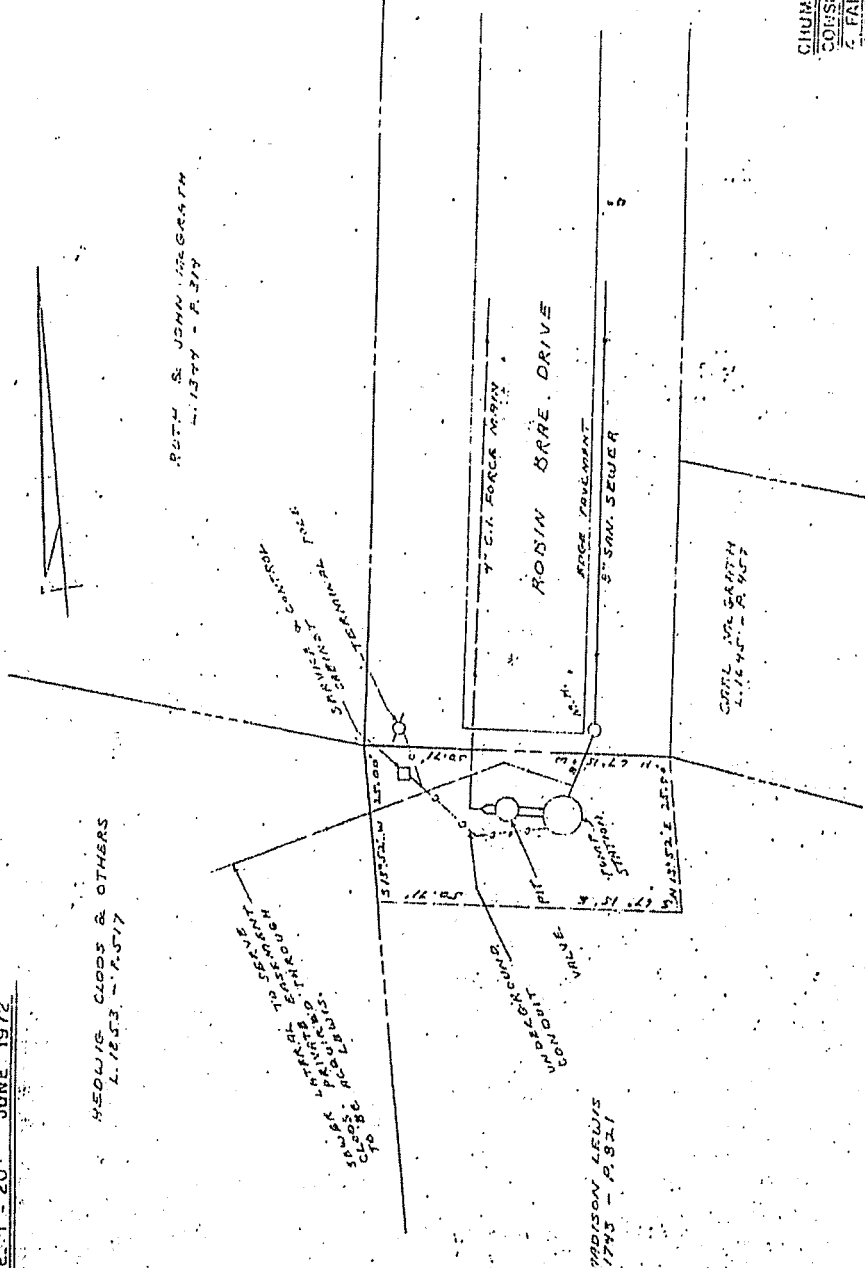
CHUMARD & ERIKSON  
CONSULTING ENGINEERS  
2 FAIRLAWN AVENUE  
MIDDLETOWN, NEW YORK

ROBIN BRAE PUMP STATION EASEMENT  
TO BE ACQUIRED FROM ELIZABETH B. LEWIS  
VILLAGE OF WARWICK, ORANGE CO., N.Y.  
SCALE: 1" = 20' JUNE 1972

MEDWIG CLODS & OTHERS  
L. 1253 - P. 517

MADISON LEWIS  
L. 1743 - P. 821

PUTH & JOHN McGRATH  
L. 1274 - P. 814





COUNTY OF ORANGE ) SS:  
STATE OF NEW YORK )

On this 21st day of June, 19 72, before me personally came MARGARET B. WILLIAMS the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that she resided at the time of the execution of said instrument and still resides in Village of Warwick, County of Orange, State of New York; that she is and then was acquainted with ELIZABETH S. LEWIS, and knew her to be the individual described in and who executed the foregoing instrument, and that she, said subscribing witness, was present and saw the said ELIZABETH S. LEWIS execute the same, and that she, said witness, at the same time subscribed her name as witness thereto.

*Doris S. Minton*

DORIS S. MINTON  
Notary Public, State of New York  
Appointed in Orange County  
Commission Expires March 30, 1973

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS:

On this ..... day of ....., 19 ....., before me personally came ..... to me personally known, who, being by me duly sworn, did depose and say that ..... resides in .....; that ..... is the ..... of ..... the corporation described in and which executed the foregoing instrument; that ..... knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of ..... of said corporation, and that ..... signed ..... name thereto by like order.

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS:

On this 21st day of June, 19 72, before me personally came TUSTEN VAN DUZER to me personally known, who, being by me duly sworn, did depose and say that he resides in at 6 Linden Place, Warwick, New York; that he is the Mayor of the Village of Warwick, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said Village; that the seal affixed to said instrument is such Village seal; that it was so affixed by order of the Board of Trustees of said Village and that he signed his name thereto by like order.

*Doris S. Minton*

DORIS S. MINTON  
Notary Public, State of New York  
Appointed in Orange County  
Commission Expires March 30, 1973

LIBER 1910 pg 189

LIBER 1910 PG 200

LIBER 1910 PG 200

RIGHT-OF-WAY EASEMENT  
VILLAGE OF WARWICK  
SEWER SYSTEM

ELIZABETH S. LEWIS

TO

VILLAGE OF WARWICK

DATED, June 19, 1972

Orange County Clerk's Office, s.s.  
Recorded on the 31st day  
of June 1972 at 12:45  
o'clock P.M. in Liber 1910  
Page 200 at page 76  
and Examined  
C. A. [Signature] Clerk

Beattie L  
E. 7-

ORANGE COUNTY 029558 REAL ESTATE TRANSFER TAX STATE OF NEW YORK  
Dept. of Taxation JUN 23 '72 = 00.00  
Finance P.S. 10251 102

LIBER 2151 PAGE 338

# This Indenture,

State of New York  
County of \_\_\_\_\_ } ss.

Made the 9<sup>th</sup> day of November,  
Nineteen Hundred and Seventy-nine,

Recorded on the \_\_\_\_\_ day  
of \_\_\_\_\_ A. D., 19 \_\_\_\_\_ at  
\_\_\_\_\_ o'clock M. in liber  
of DEEDS at page  
and examined.

Between ELIZABETH SANFORD

Clerk

VAN LEER, formerly Elizabeth Sanford  
Lewis, residing at 29 Maple Avenue,  
Village of Warwick, County of Orange, State of New York,

party of the first part, and

MORRIS RENFREW BRADNER, JR., residing at 69 Colonial Avenue, Village  
of Warwick, County of Orange, State of New York,

Witnesseth that the party of the first part, in consideration of

ONE \_\_\_\_\_ Dollar (\$ 1.00 )  
lawful money of the United States,  
paid by the party of the second part, does hereby grant and release unto the  
party of the second part, his distributees and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the Village of Warwick,  
Town of Warwick, Orange County, New York bounded and described as  
follows:

On the West by lands now or formerly of Dorothy Goodlatte, Hedwig  
Cloos, and Michael Bertolini; on the South by lands of William Lutz  
and E.B. Lewis, Jr.; on the East by other lands of Van Leer and lands  
of the Garden Club of Orange and Dutchess Counties; on the North by  
lands of Carl McGrath and the end of the Village Street known as  
Robin Brae Drive.

Containing two acres more or less.

This lot being designated on the tax map of the Town of Warwick as  
Section 205, Block 1, Lot 31.2.

SUBJECT to right-of-way over said premises from the end of Robin  
Brae Drive to the lands of Dorothy Goodlatte.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, his distributees and assigns forever.

And the party of the first part covenant that she has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

*John J. Beattie*

*Elizabeth Sanford Van Leer*  
ELIZABETH SANFORD VAN LEER

State of New York }  
County of Orange } ss. On this 12 day of November,  
before me, the subscriber, personally appeared Nineteen Hundred and Seventy-nine

-----ELIZABETH SANFORD VAN LEER-----

to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same.

*John J. Beattie*  
Notary Public

John J. Beattie, III  
Notary Public in the State of New York  
Qualified in Orange County  
My Commission Expires March 30, 1921

**Deed**

Covenant Assinart Grantor with Lien Government

ELIZABETH SANFORD VAN LEEB,  
formerly Elizabeth Sanford  
Lewis

TO

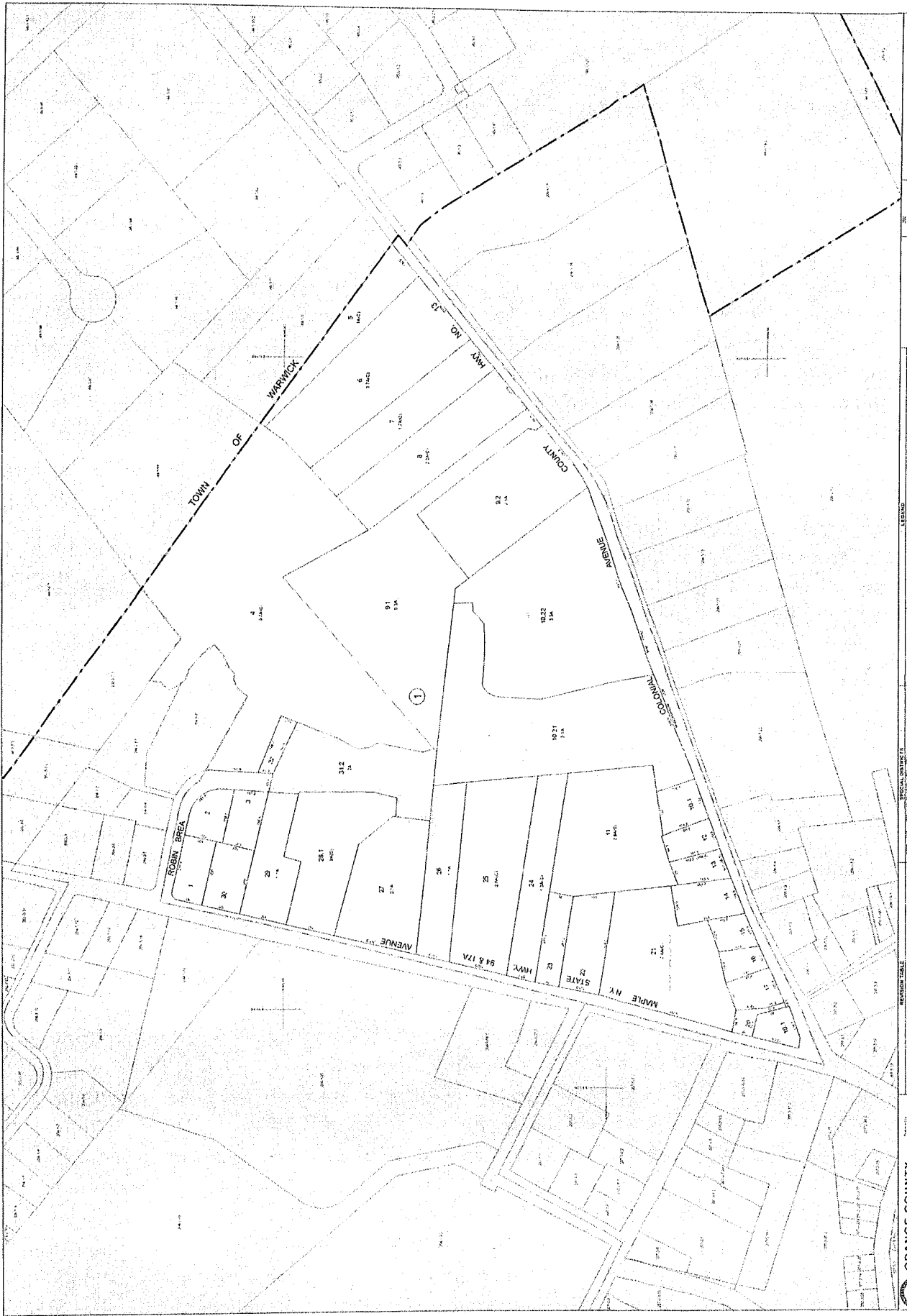
MORRIS BENEFREW BRADNER, JR.

Dated, November 8<sup>th</sup> 1979

Orange County Clerk's Office, s.s.  
Recorded on the 19<sup>th</sup> day  
of Nov 1979 at 2:52  
o'clock P. M. in Liber 2151  
pages at page 338  
and Examined  
*Paul A. Sullivan*

BEATTIE B. KRAHULIK  
ATTORNEYS AT LAW  
TWO BANK STREET  
POST OFFICE BOX 901  
WARWICK, NEW YORK 10980

RECEIVED  
EXCISE  
REAL ESTATE  
DEC 6 1979  
TRANSFER TAX  
ORANGE  
COUNTY  
1983



VILLAGE OF WARWICK  
SECTION NO. 255



GENERAL NOTES	
1.	ALL LOTS SHOWN ARE UNDEVELOPED EXCEPT WHERE SHOWN OTHERWISE.
2.	ALL LOTS ARE SUBJECT TO THE ZONING REGULATIONS OF THE VILLAGE OF WARWICK.
3.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE STATE AND FEDERAL GOVERNMENTS.
4.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE ADJACENT OWNERS.
5.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE PUBLIC.
6.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE NEIGHBORHOOD.
7.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE COMMUNITY.
8.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE ENVIRONMENT.
9.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE FUTURE GENERATIONS.
10.	ALL LOTS ARE SUBJECT TO THE EASEMENTS AND RIGHTS OF THE HUMANITY.

ORANGE COUNTY  
NEW YORK

MAPLE NY STATE HWY 94 & 17A AVENUE

NEW ENGLAND AVENUE

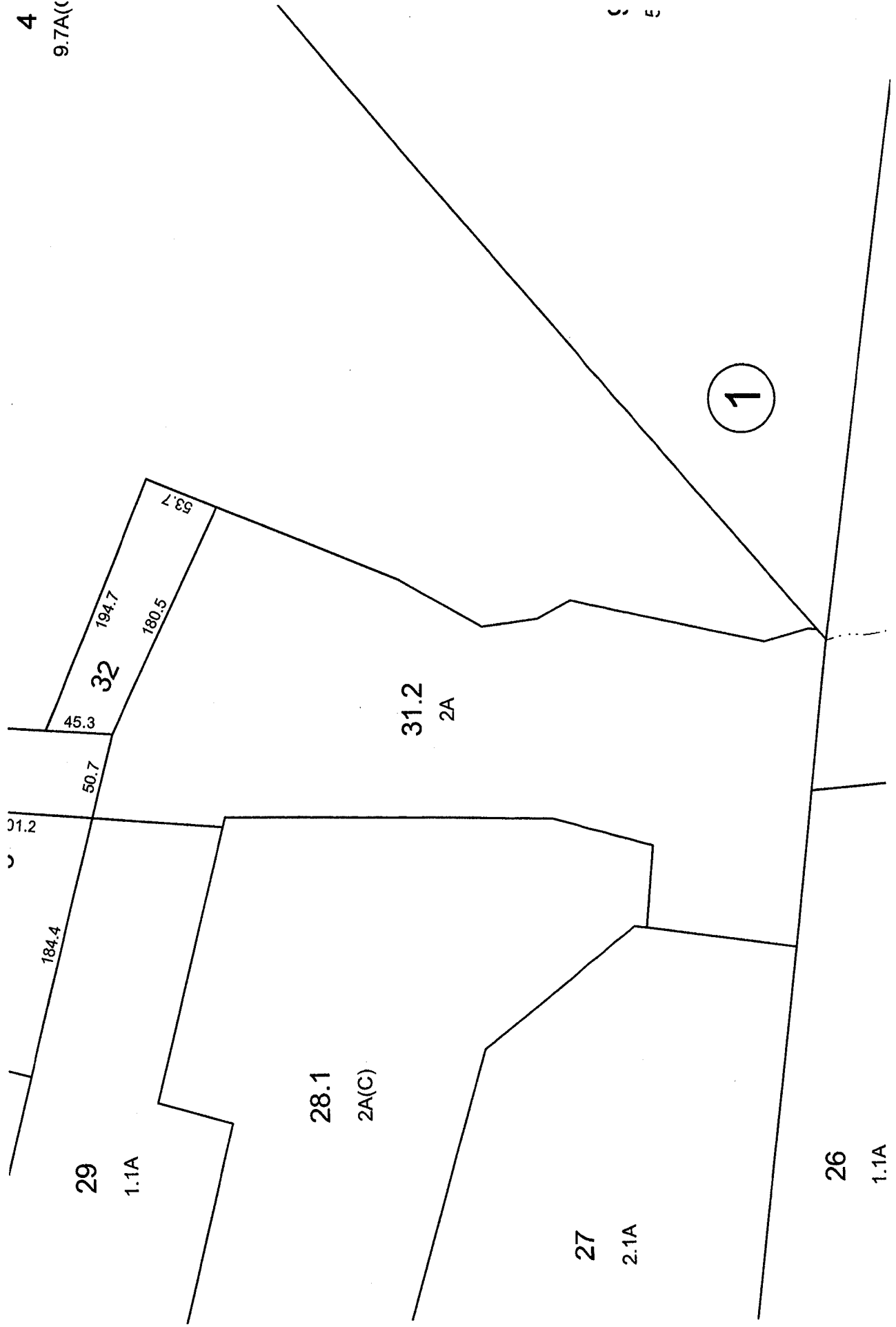


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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# STG GLBA Privacy Notice with CA Rider

## STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.

- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

### Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

## **Your Consumer Rights and Choices Under CCPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



## Memo

To: Mayor Michael Newhard (via e-mail); with copy to Village Clerk Raina Abramson (via e-mail)

From: Aaron C. Fitch, Esq.

Date: January 23, 2024

Matter: 14562-7300008 / Village of Warwick / purchase of robin brae lot

Subject: Title Search – Robin Brae, Village & Town of Warwick – Section 205, Block 1, Lot 31.2 (the “Property”)

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We have received the title search for this purchase. I have reviewed the same and the search is attached to this e-mail for your reference. Once the exceptions are cleared (items to be cleared at or prior to the closing), nothing contained in the search will render title uninsurable.

With respect to the title search, I do not need anything on your end at the moment and the same is being provided for your reference and review only.

Should you have any questions regarding items in the search, let me know and we can schedule a telephone call to discuss in more detail.

### Title Summary.

*Certain items in this report will make up things known as “exceptions” to coverage in the final title policy (I described some of the same in greater detail below). An exception means that if there is loss of the property (or portion thereof) because of one of the exceptions, it may not be covered under title insurance policy and you may not be able make a title claim based on the same. If there are specific rights of way, easements or setbacks noted below, unless stated, it is impossible to determine the location or their impact on the property without having the same plotted on a survey. Some of the items listed below are standard title exceptions that appear in most title insurance policies and some may be specific to the property.*

- Any unrecorded rights in favor of public utility companies to maintain and operate wires, poles, lines, etc., are an exception to title coverage.
- Any underground encroachments or easements, including pipes and drains, will be an exception to title coverage.
- Any notes/restrictions/setbacks that are shown on filed subdivision maps are exceptions to coverage.
- Anything that a survey would show would be an exception. My understanding is you have elected not to obtain a new survey. The old survey provided by the Seller will not be able to be read in title. A survey is not required to close on the property, but I always recommend obtaining one.
- Riparian rights of others (water rights) to the natural and unobstructed flow of the brook crossing the Property are not insured.
- Specific covenants, easements, agreements, etc., relating to the Property:

- There may be utility easements associated with the property. Liber 1256, page 285 is a utility agreement given to Orange and Rockland along or near all roads and boundary lines.
  - Dedication recorded in Liber 1311, page 151—1954 dedication of a 50' street to the Village (together with the water main and connections located therein).
  - Dedication recorded in Liber 1387, page 88—1956 dedication of a 50' street to the Village (together with all mains and connections).
  - Dedication recorded in Liber 1910, page 196—1972 right of way and easement 25'x50' to the Village to enter, construct, lay and install sewer pipe line, manholes and other appurtenances for conveying sewage at the intersection of Robin Brae and the Property, including installation of a pump station and sewer lateral to service
  - Right of Way recorded in Liber 1357, page 319—1955 grant to Rockland Light and Power to extend its gas mains.
  - Right of Way recorded in Liber 2151, page 338—1979 private right of way from the end of Robin Brae Drive to the lands of Dorthy Goodlatte.
- No municipal search was ordered. Given that it is vacant land and within the Village jurisdiction, you should confirm there are no municipal issues.
  - At/prior to closing, we will need to deliver the following documents:
    - Resolution or consent or minutes authorizing the acquisition
    - Warwick CPF Transfer Tax form filled out authorizing the exemption (like we did for the Main Street purchase). Once we get a closing confirmed, I will prepare and send the form around.
    - Original Conservation Easement and Related TP form.

## CONSERVATION EASEMENT

**THIS GRANT OF CONSERVATION EASEMENT** (hereinafter referred to as the “Conservation Easement” or “Easement”) is made the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **VILLAGE OF WARWICK**, a New York State Municipal Corporation having a mailing address of 77 Main Street, Warwick, NY 10990 (hereinafter the “Grantor”) to the **TOWN OF WARWICK**, a New York State Municipal Corporation having a mailing address of 132 Kings Highway, Warwick, NY 10990 (hereinafter the “Grantee”).

**WHEREAS**, Grantor is the owner in fee of certain real property which is located in the Village and Town of Warwick identified on the tax map as Section 205, Block 1, Lot 31.2, situate in the County of Orange, State of New York (the “Property”);

**WHEREAS**, Grantor desires to create and convey a Conservation Easement in favor of the Grantee over the entirety of the Property, as the same is more particularly described on Schedule “A” attached hereto and made a part hereof;

**WHEREAS**, the Grantee is a New York public body qualified to hold a Conservation Easement in accordance with Environmental Conservation Law Section 49-0305;

**WHEREAS**, the purposes of the Conservation Easement include, without limitation, conservation and preservation of the Property, with its scenic and other natural resource values; diverse forest types and conditions; open space protection; flood protection; and wetland, riparian and other aquatic habitats;

**WHEREAS**, the Grantor further intends to convey to the Grantee the right to preserve and protect the conservation values of the Property, subject to the terms and conditions hereof; and

**WHEREAS**, the Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants, terms, conditions and restrictions contained herein and for the sum of Thirty-Three Thousand Seven Hundred Fifty and 00/100 (\$33,750.00) Dollars paid by Grantee to Grantor, receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee, intending to legally bind themselves, their successors, assigns and all other persons claiming by and through them, do hereby grant, covenant, agree and declare as follows:

**A. GRANT OF CONSERVATION EASEMENT.**

Grantor hereby creates, gives, grants, bargains and conveys to the Grantee a perpetual easement in, to over and across, the Property of the nature and character to the extent hereinafter set forth below.

**B. PURPOSE.**

It is the purpose of this Conservation Easement to ensure that the Property will be, except as may be provided otherwise herein and subject to the Existing Grants (as defined herein), retained forever in its natural, scenic, open space or as woodland, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will restrict the use of the Property to prohibit those activities defined herein (the "Restricted Activities"), which would interfere with or affect the Conservation Property, and Grantor shall preserve the areas so designated in their natural state. For the avoidance of any doubt, the Restricted Activities shall be subject and subordinate to Grantor's Reserved Rights.

**C. RESTRICTED ACTIVITIES.**

These Restricted Activities on the Property shall run with the Property in perpetuity, and be binding on Grantor, the Grantee and their respective successors, assigns, lessees, and other occupiers and users. These Restricted Activities are subject and subordinate to Grantor's Reserved Rights and the terms of the Existing Grants. Subject to the foregoing, the Restricted Activities are:

1. General. There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of trash, waste or unsightly or offensive materials; and no alteration of the topography, including removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the Property, none of which of the foregoing would materially affect the Property in any manner, except to the extent the same are necessary in connection with Grantor's Reserved Rights.
2. Waters and Wetlands. In addition to the general restrictions above, within the Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and, no other discharges or activity requiring a permit under applicable water pollution control laws and regulations.
3. Trees/Vegetation. On the Property there shall be no clearing, burning, cutting or destroying of trees or vegetation, except as may be necessary to protect public health and safety; nothing herein will prohibit Grantor from planting additional trees and maintaining the existing trees as Grantor deems appropriate or as may be required pursuant to the Existing Grants, except there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
4. Uses. No commercial, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Property. Notwithstanding the foregoing, nothing herein shall prohibit or restrict the Grantor's right to use, maintain, repair or improve the existing sewage treatment/sewage pump station and their related appurtenances currently located on the Property.

5. Utilities. There shall be no construction or placement of utilities or related facilities (including telecommunication towers and antennas) on the Property, unless approved by the Grantee. Notwithstanding the foregoing, nothing herein shall limit or restrict the use, repair, maintenance and improvement of the Existing Grants located on the Property as of the date hereof.
6. Pest Control. There shall be no application of pesticides or biological controls, including controls of problem vegetation on the Property, unless approved by the Grantee or necessary to protect the public health, safety and welfare. Organic practices shall be followed, unless otherwise required to protect the public health, safety and welfare.
7. Subdivision. There shall be no subdivision of the Conservation Property into parcels or lots, so as to create new parcels, lots or sites with or without access, without approval from the Grantee.

**D. RESERVED RIGHTS OF GRANTOR.**

Grantor reserves the right to engage in all acts or uses not prohibited by the Restricted Activities which are not inconsistent with the conservation purposes of this grant, the preservation of the Property substantially in its now existing condition, and the protection of its environmental systems. Grantor further reserves the specific right to utilize, improve and maintain any existing water wells/water lines on the Property, any existing sewage pump and/or treatment stations, including any lateral stations, connections and appurtenances on the Property, and the right to install and maintain utility lines (including any third-party rights with respect to the Existing Grants) existing on the Property, without the need for approval from the Grantee.

**E. RIGHTS OF THE GRANTEE.**

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement in perpetuity:

1. The right to preserve and protect the conservation values of the Conservation Property.
2. The Grantee and/or its agents, employees, contractors and designees may enter upon the Conservation Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement, provided that such entry shall be upon prior reasonable notice to Grantor and the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except to the extent necessary to enforce the terms of this Conservation Easement. Notwithstanding, if a violation of the terms of this Conservation Easement has caused or threatens to cause irreparable harm to the values that this Conservation Easement is designed to protect, no such prior notice shall be required.

3. The right to prevent any activity on or use of the Conservation Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
4. To authorize, but not obligate, the Grantee to identify, mark and maintain signage for any of the general boundaries of the Property including the identification of the Grantee as the holder of this Conservation Easement.

**F. REMEDIES FOR VIOLATION.**

If the Grantee reasonably determines that Grantor is in violation of any of the terms of this Conservation Easement or that a violation is threatened, the Grantee shall give written notice to the Grantor or its successor in interest of such violation and demand corrective action sufficient to cure the violation and, where violation involves injury to the Property resulting from use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured or to cease the threatened activity. If the Grantor or its successor in interest fails to cure the violation within sixty (60) days after receipt of notice thereof from the Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction. If the Grantee, in its sole reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Property, the Grantee may pursue its remedies under this paragraph without prior notice to the Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Notwithstanding the foregoing, nothing herein shall be construed to restrict or diminish Grantor's rights to damages and/or injunctive relief against any third-party that has damaged the Property.

Enforcement of the terms of this Conservation Easement shall be at the reasonable discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor, or its successors and assigns, shall not be deemed or construed to be a waiver by the Grantee of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or any of the Grantee's rights under this Conservation Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

**G. ACTS BEYOND GRANTOR'S CONTROL.**

Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor, or be construed to be in violation or breach of any provision of this Conservation Easement, or result in any costs or expenses to be incurred by Grantor, its successors or assigns, or lessees (collectively hereinafter the "Grantor Parties") for any injury to or change in the Property resulting from causes beyond Grantor parties control, including, without limitation, actions of third parties including acts of government, fire, flood, storm and natural earth movement or for any action taken by Grantor parties under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes. Notwithstanding anything to the contrary in this paragraph, the Grantee may name the Grantor as a necessary party, with no demand for affirmative relief as against Grantor, when the Town brings an action against others for injury to or change in the Conservation Property resulting from causes beyond Grantor's control.

**H. ACCESS.**

It is expressly understood and agreed that this Conservation Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property.

**I. INDEMNIFICATION.**

Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities, including but not limited to injury, losses, damages, judgments, costs, expenses, and fees, that the Grantee may suffer or incur as a result of or arising out of the activities of the Grantor on the Property.

**J. CONDEMNATION.**

If the Property is taken, in whole or part, by exercise of the power of eminent domain, only the fee owner shall be entitled to compensation in accordance with applicable law.

**K. SUBSEQUENT TRANSFERS.**

Nothing herein shall limit or restrict Grantor's right to transfer the Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

**L. GENERAL PROVISIONS.**

a) Amendment. The Grantor and Grantee may amend this Conservation Easement by mutual agreement in writing, executed by both parties, in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law Section, and which amendment or modification shall be recorded in the Orange County Clerk's office.

b) Severability. Should any part of this Conservation Easement be held contrary to law, the remainder shall continue in full force and effect.

c) Recording. The Grantor shall cause this Conservation Easement to be recorded in the Orange County Clerk's Office.

d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Covenant with the land. The obligations imposed by this Conservation Easement upon Grantor and its successors shall run with the land.

g) Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs and successors, assigns and lessors and shall continue as a servitude running in perpetuity with the Property. The Grantee shall not assign or otherwise transfer any of its interests in the Conservation Easement without the express prior written consent of the Grantor.

h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i) Venue. Venue for any and all litigation brought in connection with this Conservation Easement shall be with the Supreme Court, Orange County, New York, or the Southern District of New York if jurisdiction and venue cannot be secured in Supreme Court, Orange County.

j) Notices. All notices shall be sent by certified or registered mail or by overnight courier. If to the Grantee, to the address of the Grantee listed above unless the Grantee notifies Grantor, consistent with the terms of this grant, of a change of address. If to Grantor, to the Grantor address listed above unless Grantor, notifies the Grantee, consistent with the terms of this grant of a change of address or that the Property is transferred. Upon any transfer of the Property, the Grantor immediately shall provide written notice to the Grantee of the new owner's name and address. This shall be a continuing obligation for each successive transfer of the Property. Upon default of the above, the address for the Grantor will be as contained on the then existing latest completed Assessment Roll.

k) Existing Agreements. This grant is made subject to the existing covenants, conditions, restrictions, easements, leases, agreements of record, etc. as set forth on Schedule "B" attached hereto and made a part hereof (collectively, the "Existing Grants").

*[Remainder of Page Intentionally Left Blank, Signature Page Follows]*



IN WITNESS WHEREOF the Grantor and Grantee have duly executed this Conservation Easement effective as of the day and year first above written.

**VILLAGE OF WARWICK**

**TOWN OF WARWICK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned a Notary Public in and for said State personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned a Notary Public in and for said State personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Schedule "A"  
Legal Description of Property

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at the terminus of the westerly line of a Village of Warwick public street known as Robin Brae at a northeast corner of lands now or formerly of Bradner;

RUNNING THENCE along lands now or formerly of Bradner, South 13 degrees 52' 00" West, 96.21 feet to a point at the northeast corner of lands now or formerly of Goodlatte;

THENCE along the lands now or formerly of Goodlatte, South 08 degrees 42' 00" West, 233.40 feet to a point;

THENCE along the same, South 23 degrees 19' 00" West, 70.00 feet to a point;

THENCE along the same, North 77 degrees 07' 00" West, 58.42 feet to a point in the line of lands now or formerly of J. Straton;

THENCE along the lands now or formerly of Straton, South 16 degrees 10' 00" West, 122.00 feet to an iron;

THENCE along the same and lands now or formerly of E.B. Lewis, South 75 degrees 25' 00" East, 209.70 feet to a point in the southwest corner of the lands now or formerly of Fowler;

THENCE along the lands now or formerly of Fowler, North 57 degrees 22' 00" East, 17.21 feet to a point in the centerline of a brook;

THENCE along the centerline of said brook, North 09 degrees 02' 00" East, 4.76 feet to a point;

THENCE along the same, North 07 degrees 48' 00" West, 27.57 feet to a point;

THENCE along the same, North 21 degrees 27' 00" East, 142.16 feet to a point;

THENCE along the same, North 21 degrees 11' 00" West, 27.17 feet to a point;

THENCE along the same, North 01 degrees 25' 00" East, 39.63 feet to a point;

THENCE along the same, North 37 degrees 48' 00" East, 67.43 feet to a point;

THENCE along the same, North 29 degrees 51' 00" East, 100.31 feet to an iron;

THENCE along the same, North 32 degrees 17' 00" East, 49.20 feet to an iron at the southeast

corner of the lands now or formerly of Carl McGrath;

THENCE along the lands now or formerly of McGrath, North 55 degrees 31' 00" West, 180.52 feet to an iron at the southeast terminus of the said Robin Brae (public street);

THENCE along the terminus of the said public street, North 67 degrees 15' 00" West, 50.71 feet to the place of BEGINNING.

EXCEPTING THEREFROM ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at an iron at the most easterly corner of lands now or formerly of Dorothy B. Goodlatte in line with lands of Madison H. Lewis;

RUNNING THENCE along their common line, North 8 degrees 42' 00" East, 233.40 feet to the northeast corner of lands now or formerly of Goodlatte;

THENCE through the lands now or formerly of Madison H. Lewis, South 67 degrees 57' 28" East, 8.22 feet to a corner fence post;

THENCE through the same, South 10 degrees 39' 29" West, 231.61 feet to the place of BEGINNING.

Schedule "B"  
Existing Grants

1. Right of Way set forth in Liber 2151, page 338
2. Right of Way set forth in Liber 1357, page 319
3. Utility Agreement set forth in Liber 1256, page 285
4. Dedication set forth in Liber 1311, page 151
5. Dedication set forth in Liber 1387, page 88
6. Dedication set forth in Liber 1910, page 196