

AGENDA - TOWN BOARD MEETING
April 25, 2024
7:30 pm

REGULAR MEETING:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ACCEPTANCE OF MINUTES

1. Revocation Hearing: 21 Distillery Road Short Term Rental
2. Regular Meeting- April 11, 2024

CORRESPONDENCE: (See addendum #1 pages 1-2)

BOARD'S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

DEPARTMENT OF PUBLIC WORKS REPORT: (See addendum #2)

PARKS DEPARTMENT:

ENVIRONMENTAL CONSULTANTS REPORT

COUNCILMAN DE ANGELO REPORT

COUNCILMAN KOWAL REPORT

COUNCILMAN MATTINGLY REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY REPORT

TOWN CLERK REPORT: (See addendum #3)

SUPERVISOR REPORT

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

#R2024-178 APPOINT ANIMAL CONTROL OFFICER – CAITLYN ROBERTI

Motion to adopt a resolution appointing Caitlyn Roberti as an Animal Control Officer for the remainder of 2024 for the Town of Warwick Humane Society.

#R2024-179 APPOINT 2024 LIFEGUARDS – MOUNTAIN LAKE PARK POOL

Motion to adopt a resolution to appoint the following lifeguards for the 2024 Mountain Lake Park Pool:

2024 Lifeguards

Name	Position	2024 Rate
Aidan Corbalis	lifeguard	15.3
Anastasiya Kuchynska ✓	Senior Guard	17.09
Anastasiya Kuchynska ✓	Swim Instructor	17.43
Camryn Terry	lifeguard	15
Cassidy Patterson	lifeguard	15.3
Danny Devine	lifeguard	15.6
Dylan Sullivan	lifeguard	15
Dylan Terry	lifeguard	15.3
Emily Bujosa ✓	Senior Guard	17.09
Hanna Kraminkina	lifeguard	15
Hanna Sansone	lifeguard	15
Holden Frommeyer	lifeguard	15
Jackson Frommeyer	Senior Guard	17.43
John Carter	lifeguard	15.3
Joseph Sanzone	lifeguard	15
Joseph Sanzone	Swim Instructor	17.09
Keegan Armistead	lifeguard	15.3
Logan Armistead	Senior Guard	17.09
Maxx Hartmann	Head Lifeguard	18.36
Michael Miller	lifeguard	15.3
Patrick Gardener	Senior Guard	17.09
Quinn Nowakowski	lifeguard	15.3
Ryan Sullivan	lifeguard	15
John Harrison	Senior Lifeguard	17.09

**#R2024-180 WAIVE MOUNTAIN LAKE PARK FEE FOR WARWICK LIONS CLUB
-PICKLEBALL TOURNAMNET**

Motion to adopt a resolution to waive the rental fee at Mountain Lake Park for the Warwick Lions Club to hold a Pickleball Tournament with proceeds to help replace all the worn, portable nets with better quality, permanent nets.

**#R2024-181 REFUND PLANNING BOARD ESCROW – DONALD & LAURA
GIANTONIO**

Motion to adopt a resolution to refund the reaming Planning Board escrow in the amount of \$1,116.25 back to Donald & Laura Giantonio by recommendation of the Planning Board Secretary letter dated April 12, 2024.

**#R2024-182 SPECIAL EVENT PERMIT – MARK SIERENS/HUDSON SPORTS
COMPLEX**

Motion to adopt a resolution granting permission for Mark Sierens/Hudson Sports Complex to host an airsoft live action role play (LARP) sporting event on April 26th, 27th & 28th, June 7th, 8th & 9th, September 13th, 14th & 15th and November 1st, 2nd & 3rd of 2024. A certificate of liability is on file in the Clerk's office.

**#R2024-183 APPOINT PART-TIME SEASONAL DPW LABORER – JESSIAH O.
WILLIAMS**

Motion to adopt a resolution to appoint Jessiah O. Williams as a part-time seasonal DPW laborer at a rate of pay of \$15.75 effective April 26, 2024.

**#R2024-184 APPOINT PART-TIME SEASONAL DPW LABORER – SEAN A.
WAGNER**

Motion to adopt a resolution to appoint Sean WA. Wagner as a part-time seasonal DPW laborer at a rate of pay of \$15.75 effective April 26, 2024.

**#R2024-185 REQUEST TO SERVE ALCOHOL – WARWICK VALLEY ROTARY
CLUB**

Motion to adopt a resolution granting permission to Warwick Valley Rotary to serve alcohol at the Mountain Lake Park on June 26, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-186 REQUEST TO SERVE ALCOHOL – COURTNEY HERMANN

Motion to adopt a resolution granting permission to Courtney Hermann to serve alcohol at the Mountain Lake Park on July 27, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-187 REQUEST TO SERVE ALCOHOL – DARLENE JOHNSON

Motion to adopt a resolution granting permission to Darlene Johnson to serve alcohol at the Wickham Woodland Manor on June 8, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-188 REFUND PLANNING BOARD ESCROW – WILLIAM DAWSON FAMILY TRUSTS

Motion to adopt a resolution to refund the remaining Planning Board escrow in the amount of \$2,715.00 back to the William Dawson Trusts by recommendation of the Planning Board Secretary letter dated April 18, 2024.

#R2024-189 APPOINT POLICE CHAPLAIN – JOSEPH A. AMATURO

Motion to adopt a resolution appointing Joseph A. Amaturro as Police Chaplain for the Town of Warwick Police Department effective immediately.

#R2024-190 PROMOTE 1ST SERGEANT ALTON S. MORLEY TO LIEUTENANT

Motion to adopt a resolution to promote 1st Sergeant Alton S. Morley to the position of Town of Warwick Police Lieutenant at an annual salary of \$140,000.00, effective April 27, 2024.

#R2024-191 PROMOTE SERGEANT KEITH D. SLESINSKI TO LIEUTENANT

Motion to adopt a resolution to promote Sergeant Keith Slesinski to the position of Town of Warwick Police Lieutenant at an annual salary of \$140,000.00, effective April 27, 2024.

#R2024-192 GRANT PERMISSION TO GIRL SCOUT TROP 788/SERVICE UNIT 228 TO PLANT POLLINATION GARDEN AT MOUNTAIN LAKE PARK

Motion to adopt a resolution granting Girl Scout Troop 788/Service Unit 228 to plant a pollination garden at the Mountain Lake Park. A copy of insurance is on file in the Clerk's office.

#R2024-193 ACCEPT PROPOSAL FOR TWELVE (12) UNDERDRAINS & GRATING FOR HYDRICLEAR FILTER – WICKHAM SEWER DISTRICT #1

Motion to adopt a resolution to accept proposal from EVOQUA Water Technologies for twelve (12) underdrains and grating for the HydroClear filter at the Wickham Sewer District #1 in an amount not to exceed \$53,680.00.

#R2024-194 APPOINT DEBORAH YOUNG SHADE TREE COMMISSION MEMBER

Motion to adopt a resolution to appoint Deborah Young as a member of the Shade Tree Commission for a (3) three year term to expire April 30, 2027.

#R2024-195 REJECT BID PROPOSAL –TOWN OF WARWICK FUEL PUMPS

Motion to adopt a resolution to reject all bid proposals that were received in the Town Clerk's office for the delivery of liquid fuels including LP Gas, #2 Fuel Oil, Diesel Fuel, and Gasoline for Town of Warwick properties.

#R2024-196 ACCEPT BID PROPOSAL FOR GEAR DRIVE BID - WICKHAM SEWER

Motion to adopt a resolution to accept a bid proposal from TAM Enterprises in the amount of \$13,940.00 for replacement gear drive for the traveling bridge at Wickham Sewer Plant #1.

#R2024-197 AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH WICKHAM WATER SPORTS LLC.

Motion to adopt a resolution authorizing the Supervisor to sign an agreement with Wickham Water Sports LLC to provide a rental space for peddle boats, kayaks, tandem kayaks, fishing kayaks and fishing pole rental at Wickham Woodland Park.

#R2024-198 ACCEPT BID PROPOSAL – US STICK FLAGS GRAVE MARKERS

Motion to adopt a resolution to accept a bid proposal from The Flag Guys for the purchase of 3,024 United States stick flags 12x18 with 30x3/8 in stick, sewn edge grave marker flags for Memorial Day in an amount not to exceed \$4,852.26.

#R2024-199 APPOINT BUILDING INSPECTOR III

Motion to adopt a resolution to appoint Anthony Pasculo as the Town of Warwick Building Inspector III at an annual salary of \$65,000.00 effective May 7, 2024.

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL):

RECONVENE:

ADJOURN:

CORRESPONDENCE:

SUZYN BARRON – President, Warwick Valley Humane Society. Email dated April 8, 2024 to the Supervisor recommending the appointment of Caitlyn Roberto as an Animal Control Officer.

DAVID HOOVLER – Orange County District Attorney email dated April 11, 2024 from Matt Healy to the Clerk regarding the Fourth Orange County District Attorney’s Office Youth Fishing Derby. The Derby will run from April 1, 2024 through September 2, 2024 and is open to children between the ages of four and eighteen who are children or grandchildren of Orange County residents. **CONTEST RULES:** Entry into the Youth Fishing Derby is free. All fish entered in the contest must be legally caught from anywhere in New York State. Contestants must adhere to all current New York State fishing regulations. Fresh and saltwater fish are eligible to be entered into the contest. To enter, email a photo of the contestant holding the fish, as well as the child’s first name and an adult contact phone number, to dafishingcontest@gmail.com. Each angler can enter up to three fish during the contest, to have multiple chances to win. Ten winners will be drawn at random from all entries received during the contest dates. Each angler is limited to one prize package. All photos entered in the Youth Fishing Derby becomes the property of the Derby. Each winner will receive an Orange County District Attorney’s Office limited t-shirt and a Mystery Tackle Box Bass Fishing Kit. Bonus prize: The first winner drawn will also receive a \$100 gift card. Prizes can be picked up at the District Attorney’s Office by the winners in Goshen or will be mailed to them at the conclusion of the contest.

C. KINGSLEY ONYECHE – Transportation Analyst, NYS Department of Transportation. Copy of Letter sent to Michael Villarosa, Orange County Department of Public Works received in the Town Clerks office on April 12, 2024 regarding a Speed Study on County Road 89 in the Town of Warwick.

PAM STARTER – Warwick Lions Club. Letter dated April 10, 2024 to the Town Board requesting the fee to use Mountain Lake Park be waived for a Pickle Ball Tournament with proceeds going to the community.

JOHN RADER – Chief of Police, Town of Warwick. Letter to the Supervisor dated April 19, 2024 requesting that the board appoint Joseph A. Amaturio as Police Chaplain for the Town of Warwick Police Department.

CONNIE SARDO – Planning Board Secretary, Town of Warwick. Letter dated April 12, 2024 to the Town Board requesting a refund of their remaining balance of their escrow Planning Board escrow account for the

FOUNDER’S DAY 2024 - A **FREE** hands-on living history day exploring 18th century agriculture & life in 1774 to be held at the Old Stone Inn, Warwick NY on Sunday May 19th from 2-6pm. Featuring reenactor artisan Scott Lance of At the Sign of the Adze, Axe & Chisel. Learn more at <https://hathornhouse.wordpress.com/founders-day/> or email hathornhouse@gmail.com .

CONNIE SARDO – Planning Board Secretary, Town of Warwick. Letter dated April 18, 2024 to the Town Board requesting a refund of their remaining balance of their escrow Planning Board escrow account for the William Dawson Family Trusts.

ADDEMDUM #1
(Page 2)

JOHN RADER – Chief of Police, Town of Warwick. Letter to the Supervisor dated April 21, 2024 requesting to promote 1st SGT Alton Morley and SGT Keith D. Slesinski to the rank of Lieutenant.

JULISSA ROGERS - Girl Scout Troop 788. Letter dated April 3, 2024he Recreational Director requesting if the Girl Scout Troop can plant a pollination garden at the Mountain Lake Park.

DEBORAH A. YOUNG – Resident, Town of Warwick. Letter dated March 13, 2024 to the Supervisor requesting to become a member of the Shade Tree Commission.

TENTATIVE

DEPARTMENT OF PUBLIC WORKS REPORT:

<u>WORK BEING DONE</u>		<u>REASON FOR WORK</u>
CULVERT PIPES	179 Bellvale Lakes Rd.	Replace culvert pipe
DITCH WORK	Bellvale Lakes Rd.	Ditch roadsides
POT HOLES	Town wide	Fill with hot mix
VEHICLE MAINT.	As needed	
EMERG. REPAIRS	As needed	
ROAD SIGNS	Town wide	Replace as needed
HAUL MATERIAL	Stockpile	Haul 1 1/2" stone and Item # 4 to stockpile
WATER DEPT.	Julie Dr.	Repair summer water system
TOWN PARK		Mow & maintain

TOWN CLERK REPORT:

1. *Bid proposal for replacement gear drive for the traveling bridge at Wickham Sewer Plant #1.

1. TAM Enterprise
114 Hartley Road
Goshen, NY 10924
Bid Proposal: \$13,940.00

2. MOTION
18 Commerce Drive, STE 2
Hauppauge, NY 117788
Bid Proposal: \$15,813.48

2. *Bid proposal for 12X18 with 30x3/8 in stick, grave markers flags

1. Online Store-Flaf.com
1000 Westinghouse Dr.
New Stanton, PA 15672
Bid Proposal: No Submittals

2. Flags USA.com
955 E Devon Ave.
Bartlett, IL 60103
Bid Proposal: \$4,856.28

3. Tuff Flags.com
8512 Riddle Place
Raleigh, NC 27615
Bid Proposal: No Submittals



Proposal For: TOWN OF WARWICK
JESSE DWYER
132 KINGS HWY
Warwick, NY 10990-3115
Phone: (845)986-1124
supervisor@townofwarwick.org

John Fuhrman
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Phone: +1 (262) 521-8589
john.fuhrman@xylem.com

Item Pricing Summary

2 - Items

Item	Part No Description	Qty	Net Price	Ext Price
1	W3T16105 Underdrain Cores for Hydro Clear, 30" x 30",	12 EA	\$2460.00	\$29520.00
2	W3T16106 Non-Metal Grating for Hydro Clear, 1" thick x 25 21/32" x 28 7/16" (9 blocks x 10 blocks) the attached drawing	12 EA	\$1680.00	\$20160.00

Currency: USD

RECEIVED

APR 22 2024

TOWN OF WARWICK
TOWN CLERK

Quote Totals

Currency: USD

Item(s) Subtotal: \$49,680.00

Freight: \$4,000.00

Total Net Price: \$53,680.00

Proposal Notes

Lead time 18-20 weeks

Pricing does not include any engineering hours for drawings, or submittals. Requests for drawings or submittals at time of order will require approvals and will incur extra fees. Restocking fees will apply to any items returned.

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 306.8 for Sep of 2023. If the MMPI exceeds 312.9 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 312.9.

Please provide tax exempt certificate with purchase order. Additionally, please include SHIP TO and BILL TO addresses at the time of purchase order or signed agreement.

Our Manufacturer Rep in your area is:



eVOQUA

WATER TECHNOLOGIES

Quote Number: 03630097
Account ID: 0100390848

Representative: Adam Ostrosky
Company: Envirolutions, LLC
List Address: 884 Dow Road
Bridgewater, NJ, 8807
Phone: (201) 250-0410
Email: aostrosky@envirolutions.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 05-19-2024
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evogua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to john.fuhrman@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER **Paper checks via Overnight / Courier:**

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the

earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export

license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: _____

Print: _____

Date: _____



RECEIVED

APR 09 2024

TOWN OF WARWICK
TOWN CLERK

Quote

MOTION
18 COMMERCE DRIVE, STE 2
HAUPPAUGE, NY 11788
PHONE : 9142350029
FAX : 9142353562

Date: 04/02/24

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

To:
VILLAGE OF WARWICK
125 RIVER ST
WARWICK, NY 10990
PO: RFQ
REL: MATT
Sourcewell Contract # 091422-MII
OP ALL GROUND FREIGHT

Quote Number: NY18 - 0000288778
Customer RFQ: RFQ
FOB:
Quote Placed By: MICHAEL HERBERT
Order Sent By: DAVID
Payment Terms: 1% 10TH & 25TH NET 30
Delivery: STOCK UNLESS NOTED

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
3-4 WEEK LEAD TIME FOB FACTORY VA					
LINE ITEM: 001					
CHHJS-6185DBY-649		1	EA	\$8,110.010	\$8,110.01
ITEM NO: 99999999	SUMITOMO				
			Expected Date:	04/30/24	
CYCLO CONFIGURATOR: WARWICK, NY BRIDGE CLARIFIER CONFIGURATION: C-2024-854657					
LINE ITEM: 002					
LHHJS-4C14DBRK-K1-683		1	EA	\$7,703.470	\$7,703.47
ITEM NO: 99999999	SUMITOMO				
			Expected Date:	04/30/24	
BBB CONFIGURATOR: WARWICK, NY BBB CONFIGURATION: C-2024-854664					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTION.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
				SUB TOTAL:	\$15,813.48
				SALES TAX:	\$0.00
				TOTAL: USD	\$15,813.48
<p>Want to view inventory and place orders on-line? Motion.com can meet your needs. Register On-line at www.Motion.com.</p>					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTION.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Town of Warwick
Water & Sewer Dept.- 132 Kings Highway
Warwick NY 10990

Date Estimate #
03/05/2024 6408

PO #:

Description	Unit	Quantity	Rate	Amount
- Sewer Plant				
TAM Enterprises Inc. is pleased to quote the following:				
Supply & Deliver:				
- (1) new Peerless Winsmith 9MCTD 750:1 LV-R # B-396-183 reducer gear box.				
For the sum of:		1.00	13940.000	13,940.00
Installation if necessary:			3240.000	

Notes

Customer Signature _____
Accepted By : _____

Subtotal	\$13,940.00
Sales Tax:	0.00
Quote Total	\$13,940.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

X



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

April 9, 2024

RECEIVED

APR 12 2024

**TOWN OF WARWICK
TOWN CLERK**

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

Re: Study# 824-6962/ File #: 33.37-180
Speed Studies on County Road 89
Town of Warwick, Orange County
T24-087

Dear Mr Villarosa:

Thank you for your correspondence to the New York State Department of Transportation (NYSDOT), dated March 22, 2024. Your correspondence has been assigned to the Regional Traffic and Safety Group for review and given the Tracking Number T24-087.

Please be assured the NYSDOT will investigate the concern(s) you have raised.

Thank you for your interest in and support for the transportation system. If you require further information on this request, please contact the Regional Traffic and Safety Group at (845) 437-3320 and reference T24-087.

Sincerely,

C. Kingsley Onyeche
Transportation Analyst

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



Orange County News

For Immediate Release
Thursday, April 11, 2024

Contact: Ryan Greenbaum
845.615.3657, 845.415.0868c

District Attorney David Hoovler Announces the Fourth Orange County District Attorney's Office Youth Fishing Derby

"Get Hooked on Fishing, Not Drugs"

Orange County District Attorney David M. Hoovler on Wednesday, March 20, 2024, announced the launch of the fourth District Attorney's Office Youth Fishing Derby. The Derby will run from April 1, 2024 through September 2, 2024 and is open to children between the ages of four and eighteen who are children or grandchildren of Orange County residents.

The fishing is great in Orange County, so give it a try! In 2015, almost 45,000 fishing licenses were sold in Orange County. That year, of the 62 counties in New York State, only two counties sold more fishing licenses than Orange County. Last year, the New York State Department of Environmental Conservation stocked about 38,880 trout in Orange County waters. In addition, the Orange County Federation of Sportsmen stocked trout in waters with public fishing access. There are 86 named lakes in Orange County and hundreds more unnamed lakes and ponds that contain several species of fish of interest to the angler. Orange County also has many miles of rivers and streams to fish as well. The Hudson, Delaware, Neversink, Ramapo, and Wallkill Rivers and several small streams have public access to good fishing. If you do not own a boat, no problem. There is plenty of shore fishing in many state, county, and town parks in Orange County.

Fish, large and small, call Orange County home. There are large striped bass in the Hudson River during the spring run. The New York State freshwater record striped bass, which weighed 60 pounds, was caught in the Hudson River in Orange County in 2014. Greenwood Lake has muskellunge, walleye, and bass ready to test your skills as an angler. The Wallkill River is loaded with smallmouth bass and rock bass. Try small topwater lures here for exciting action! If you are a novice or first-time angler, Orange County lakes, ponds, and streams are heavily populated with panfish that are easy to catch. Bluegills, pumpkinseeds, yellow perch, bullheads, and crappies are found in almost all the lakes and ponds in the county. Try worms under a bobber using light tackle and do not be surprised if a large bass or pickerel grabs your bait instead! Try Rutgers, Moodna, or Woodbury creeks for trout. Flies, small spinner baits, worms, or salmon eggs are used to catch rainbow and brown trout in those streams.

Fishing teaches many life lessons, such as patience and how to deal with success and failure. Several U.S. presidents were accomplished fishermen and used fishing to relax from the stress and responsibilities of their office. Participants will also learn to enjoy and respect nature and, by spending more time with family and friends, will alleviate some of the boredom and anxiety caused by the stress in life. It is that boredom and anxiety that has led so many of our young people to turn to drug use or gang activity. Sports and other worthwhile activities can help deter young people from those bad choices. The Derby will encourage our young people to go fishing and enjoy the outdoors and hopefully avoid drug use.

The Fishing Derby is part of District Attorney Hoovler's community outreach program. This contest began during COVID-19 and continues to help young anglers make good choices. Participation in fishing skyrocketed with New Yorkers during the COVID-19 crisis, because that activity could be enjoyed at almost any age, in the outdoors with friends and family, while social distancing. The Fishing Derby will encourage the youth of Orange County to participate in an exciting outdoor sport that can be enjoyed for a lifetime. Remember, any fish entered in the Derby, big or small, has an equal chance to win a prize for the contestant.

CONTEST RULES: Entry into the Youth Fishing Derby is free. All fish entered in the contest must be legally caught from anywhere in New York State. Contestants must adhere to all current New York State fishing regulations. Fresh and saltwater fish are eligible to be entered into the contest. To enter, email a photo of the contestant holding the fish, as well as the child's first name and an adult contact phone number, to dafishingcontest@gmail.com. Each angler can enter up to three fish during the contest, to have multiple chances to win. Ten winners will be drawn at random from all entries received during the contest dates. Each angler is limited to one prize package. All photos entered in the Youth Fishing Derby becomes the property of the Derby.

PRIZE PACKAGE: Each winner will receive an Orange County District Attorney's Office limited t-shirt and a Mystery Tackle Box Bass Fishing Kit. Bonus prize: The first winner drawn will also receive a \$100 gift card. Prizes can be picked up at the District Attorney's Office by the winners in Goshen or will be mailed to them at the conclusion of the contest.

"I wish good luck to all our young anglers," said District Attorney Hoovler, "and I hope that you enjoy your time in our great outdoors. Please always remember safety! Wear a life vest when in a boat or near deep water. Be careful with hooks and other fishing tackle. Look where you cast and behind you, to avoid hooking someone by mistake. Remember sunglasses to protect your eyes from both the sun and from hooks that might pop loose from a hooked fish. Remember that good anglers don't litter, because it hurts our wildlife habitat and can lead to the loss of public access for fishing. Have fun and stay safe, and maybe I'll see you on the water this year!"



DA Hoovler helping the Orange County Federation of Sportsmen to stock trout

Julissa Rogers
Girl Scouts Troop 788
Service Unit 228, Warwick, NY
Heart of the Hudson Council
gshhtroop788@gmail.com

April 3, 2024

Samantha Walter
Recreation Director, Mountain Lake Park
46 Bowen Road,
Warwick, New York 10990

RECEIVED

APR 22 2024

TOWN OF WARWICK
TOWN CLERK

Dear Ms. Walter,

Our troop enjoyed meeting with you at Mountain Lake Park to explore an opportunity to plant a pollinator garden on the town property. Troop 788 is a mixed-level troop of Brownies and Juniors. We are a group of creative and curious 2nd to 5th graders who love our community and want to make it a better place for the people and the animals.

Last year we completed our Citizen Scientist Journey, where we learned how to collect information about and observe the world around us. We voted to help plant a pollinator garden in the community to benefit people, plants, and animals in our area. Initiating this project with the Town of Warwick will help our Juniors earn the Girl Scout Bronze award. Our Brownies will earn the Brownie Quest Journey award. We would like to partner with the Town of Warwick in the Spring and Summer of 2024 to plant a garden at Mountain Lake Park.

Purpose. The purpose of this proposal is to help improve the landscape at Mountain Lake Park for public enjoyment and to help support early spring crop production in surrounding farms by cultivating a sustainable pollinator environment for native bees, which are known to contribute significantly to the production of high-value tree fruit in New York [1].

Goals. The overall goal is for Troop 788 to partner with community stakeholders and garden experts to achieve the following objectives:

1. To bring awareness about the benefits of pollinators in our community.
2. To establish a location and dimensions for the garden at Mountain Lake Park.
3. To plan, design, and procure pollinator friendly plants by April 30, 2024.
4. To install the garden by May 15th, 2024.

Funding the project. Troop 788 can utilize a portion of their cookie sales proceeds to purchase plants and soil. A local nursery has also offered to donate deer resistant, 1-gallon sized plants if the Troop purchases them. If the Town purchases plants, the nursery will donate up to the next size of plant (2-gallon).

Project Cost Estimation Breakdown:

4-Sided standalone 4'8" x 13'8" garden:

1. Materials and Supplies: \$450
2. Educational Sign and Pictures: \$200
3. Total project cost: \$650

Troop 788 is requesting permission from the Town of Warwick to initiate a Pollinator Garden installation project in Mountain Lake Park. This project will help us fulfill our requirements to earn the Bronze Award and Brownie Journey in the 2023-2024 Troop Year. The benefits of this garden will be long lasting for the community and environment of the Town of Warwick.

Thank you for reviewing our proposal for a Pollinator Garden Project at Mountain Lake Park. Please contact our Troop Leader, Julissa Rogers, at gshhtroop788@gmail.com if you have any questions.

Sincerely,

Julissa Rogers and Troop 788 members

References:

1. Northeast Pollinator Partnership – a program to educate agricultural service providers about the biology, importance and conservation of wild bees.
https://projects.sare.org/sare_project/ene22-175/

The proposed pollinator garden would not be square in shape, but rather be along some of the border of the lake which will help prevent geese from coming out on the grass in the area behind the Lodge. That's the area where we do weddings on the lawn. Next time you are out at the park, I can point out the area. It would also be helpful to pollinators, look beautiful, be a great example in the community, and we would not have to mow in those areas that tend to be very wet along the shoreline. All selected plants will be native, deer resistant, and appropriate for lake borders. Some will be very low to preserve the view of the lake, while others may be slightly taller but not to exceed the height of the cattails that are in some areas already. Julissa Roberts, the girl scout leader, would be the project manager for the garden. I would work closely with her to ensure the project runs well.

Please see her pollinator garden proposal attached.

Please let me know if you need any other information.

Can we seek board approval for this project? Would you like the girl scouts to come in to a board meeting at some point to talk about the project?

Thank you,

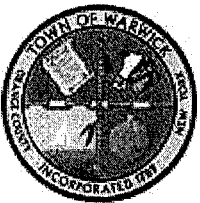
Sam Walter

Recreation Director

Town of Warwick

RecreationDirector@TownOfWarwick.org

Cell: (845) 258-0670



Warwick Town Clerk

From: Samantha Walter
Sent: Monday, April 22, 2024 11:35 AM
To: Warwick Town Clerk; Town of Warwick Supervisor
Subject: FW: Pollinator Garden at MLP
Attachments: Troop 788 Pollinator Garden Proposal 2024.docx

Hi Eileen and Jesse,

I just wanted to see if the pollinator garden can be approved at the Town Board meeting this Thursday. Please see email below for more details on the garden. The garden will be very natural looking and require minimal maintenance as all the plants are native, deer resistant, and do not require pruning. The plants are being donated and the girl scouts and Plant Natives Alliance/Sustainable Warwick are doing the planting.

Thank you,

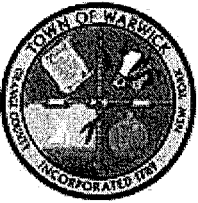
Sam Walter

Recreation Director

Town of Warwick

RecreationDirector@TownOfWarwick.org

Cell: (845) 258-0670



From: Samantha Walter
Sent: Thursday, April 4, 2024 10:46 AM
To: Town of Warwick Supervisor <Supervisor@townofwarwick.org>
Subject: Pollinator Garden at MLP

Hi Jesse,

I've been working with a few different local groups to develop a pollinator garden at MLP. The groups include the local girl scouts, the WV Plant Natives Alliance, Warwick Valley Gardeners, Cornell Cooperative Extension, and the ladies from Greenwood Lake that run the geese deterrent program.