

AGENDA - TOWN BOARD MEETING
May 30, 2024
7:30 pm

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
PRESENTATION

ACCEPTANCE OF MINUTES

1. Public Hearing –Wickham Water/Sewer District #1 – May 16, 2024
2. Regular Meeting- May 16, 2024

CORRESPONDENCE (Addendum # 1):
Board’s Discussion on Correspondence

VISITING OFFICIALS

REPORTS OF BOARDS AND DEPARTMENT HEADS:

- **Police**
- **DPW**
- **Water / Sewer**
- **Recreation**

TOWN BOARD REPORTS

- **Councilman DeAngelo**
- **Councilman Kowal**
- **Councilman Mattingly**
- **Councilman Shuback**
- **Attorney Buckheit**
- **Town Clerk Astorino**
- **Supervisor Dwyer**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS / RESOLUTIONS (Addendum #2):

APPROVAL TO PAY AUDITED BILLS:

PRIVILEGE OF THE FLOOR (GENERAL):

NEXT MEETING: Thursday, June 13, 2024 @ 7:30pm

MOTION TO ADJOURN:

CORRESPONDENCE:

JOHN D. RADER – Chief of Police, Town of Warwick. Letter dated May 20, 2024 to the Supervisor requesting to appoint a part-time police dispatcher.

JOAN MAXWELL – Warwick Repair Café Organizer. Email dated May 19, 2024 to the Clerk regarding the Warwick Repair Café. The next Repair Café will be Saturday July 20, 2024 from 10am-2pm.

MICHAEL J. NEWHARD – Mayor, Village of Warwick. Letter dated May 14, 2024 to the Supervisor supporting lowering the speed limit on Kings Highway to 35 mph from Wisner Rd. to the Village/Town boundary.

KARA J. CAVALLO – Jacobowitz & Gubits Law. Letter dated May 21, 2024 to the Supervisor regarding settling a tax certiorari for CVS Pharmacies.

MICHAEL VILLAROSA, PE – Engineer, Orange County Department of Public Works. Copy of a letter submitted to NYSDOT Region 8 Traffic Engineering regarding a speed reduction request for County Road 13 (Kings Highway) between the Village of Warwick Line and Kings Elementary School/Chancellor Lane in the Town of Warwick.

JAMES GERSTNER – Deputy Supervisor, Town of Warwick. Letter dated May 23, 2024 regarding a State of Emergency Declaration for the Town of Warwick including the Declaration of Local State of Emergency.

APRIL ESTRADA – Resident, Town of Warwick. Email to the Supervisor dated March 28, 2024 regarding a discount to Town Pool and Lake Passes. For Town of Warwick Volunteer Fire Department and Ambulance Corp.

DEBORAH EURICH – Assessor, Town of Warwick. Letter dated May 23, 2024 to the Town Board requesting approval to attend a 2-day course on Commercial Valuation & Appraisal Critique.

#R2024-234 ADOPT EMERGENCY MEDICAL PLAN FOR MEDICAL EMERGENCIES FOR SUDDEN CARDIAC ARREST IN TOWN OF WARWICK

Motion to adopt a resolution adopting an (EAP) Emergency Action Plan for medical emergencies related to sudden cardiac arrest in the Town of Warwick.

#R2024-235 ADOPT TOWN OF WARWICK EMERGENCY ACTION PLAN FOR MEDICAL EMERGENCIES AT TOWN FIELDS

Motion to adopt a resolution adopting a Town of Warwick Emergency Action Plan for medical emergencies at town fields.

#R2024-236 APPOINT TIMOTHY J VREELAND AS PART-TIME POLICE DISPATCHER

Motion to adopt a resolution appointing Timothy J. Vreeland as a part-time police dispatcher at a rate of pay of \$20.00 per hour effective June 1, 2024 as per recommendation latter from the Police Chief dated May 20, 2024

#R2024-237 REQUEST TO SERVE ALCOHOL – SMALL THINGS INC.

Motion to adopt a resolution granting permission to Small Things Inc. to serve alcohol at the Mountain Lake Park on June 20th & July 18th 2024 for the Warwick Food Truck Festival. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-238 REQUEST TO SERVE ALCOHOL – LIRIT KOZUCH & CHRISTOPHER SANTOS

Motion to adopt a resolution granting permission to Lirit Kozuch & Christopher Santos to serve alcohol at the Mountain Lake Park on July 7, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-239 REQUEST TO SERVE ALCOHOL – JULIE MANZO

Motion to adopt a resolution granting permission to Julie Manzo to serve alcohol at Union Corners Park on June 22, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

#R2024-240 REQUEST TO SERVE ALCOHOL – SIENNA SAMUELS

Motion to adopt a resolution granting permission to Sienna Samuels to serve alcohol at Wickham Woodland Manor House on July 20, 2024. Certificate of Liability and Liquor Liability Insurance is on file in the Clerk's office.

**ADDENDUM #2
(PAGE 2)**

#R2024-241 APPOINT DAWN SPACE AS PART TIME DIAL –A- BUS DRIVER

Motion to adopt a resolution appointing Dawn Space as a part-time Dial-A-Bus driver at a rate of pay \$22.00 per hour effective June 6, 2024.

#R2024-242 AUTHORIZATION TO SIGN RENEWAL AGREEMENT – POLICE SERVICES FOR GREENWOOD LAKE SCHOOL

Motion to adopt a resolution to authorize the supervisor to sign renewal agreement to provide a part-time police officer to Greenwood Lake Union Free School district from July 1, 2024 through June 30, 2025 at a cost to be borne by the School district.

#R2024-243 SETTLE TAX CERTIORARI CLAIM SBL# 305-3-5.12– CVS PHARMACIES #03098-01

Motion to adopt the following resolution:

WHEREAS, 123 WINDERMERE LLC c/o CVS PHARMACIES #03098-01 has commenced tax certiorari proceedings against the Town of Warwick in the Supreme Court of the State of New York, County of Orange for the 2023-24 tax assessment years bearing Orange County Index No. EF004894-2023;

WHEREAS, it appears from the recommendation of the Town Assessor and Kara J. Cavallo, Esq., of J&G Law, LLP counsel for the Town of Warwick in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the Town would involve considerable expense with the attendant uncertainty of the outcome and that the settlement of the above matter as more fully set forth below is reasonable and in the best interests of the Town; and

WHEREAS, 123 WINDERMERE LLC c/o CVS PHARMACIES #03098-01 is willing to settle these proceedings without interest, costs or disbursement, in the following manner;

(1) That the proceeding for the 2023-24 tax year be compromised and settled without change for tax map no. 305-3-5.12;

(2) That the 2024 assessment shall be \$249,200 and that such assessment shall be subject to a three-year moratorium for the 2024, 2025 and 2026 years for tax map no. 305-3-5.12 in accordance with the provisions of §727 of Real Property Tax Law;

NOW, BE IT THEREFORE RESOLVED, that the proposed settlement as set forth and described above is hereby accepted pursuant to § 68 of the Town Law, and it is further;

RESOLVED, that Deborah Eurich, Assessor of the Town of Warwick and Kara J. Cavallo Esq. on behalf of J&G Law, LLP be and they hereby are designated as the officers of the Town who shall apply for such approval pursuant to the aforesaid section and law.

**ADDENDUM #2
(PAGE 3)**

#R2024-244 WAIVE RENTAL FEE- ORANGE COUNTY PLANNING FEDERATION

Motion to adopt a resolution to waive the Wickham Woodland Manor rental fee for the Orange County Municipal Planning Federation to hold their Countywide ZBA/Planning Board Chairman’s meeting.

#R2024-245 PINE ISLAND RECREATION PROGRAM – EMPLOYEE APPOINTMENTS 2024

Motion to adopt a resolution appointing the following to various Pine Island Recreation positions for the 2024 season.

Abbadessa, Kaylin	\$10.25	Rec Aide
Bussell, Jaydan	\$10.25	Rec Aide
Conneely-Nolan, Grace	\$10.00	Rec Aide
Cunningham, Kiley	\$10.25	Rec Aide
Danaher, Brigid	\$10.00	Rec Aide
Daubert, Jillian	\$10.00	Rec Aide
Daugherty, Matthew	\$10.75	Rec Aide
Gunther, Kurt	\$10.00	Rec Aide
Harris-Vivet, Vivian	\$10.00	Rec Aide
Kaval, Clara	\$10.00	Rec Aide
Liciaga, Rafael	\$10.00	Rec Aide
Mantemorano, Christian	\$10.00	Rec Aide
Mastrantoni, Daniella	\$10.25	Rec Aide
Mazza, Anthony	\$10.25	Rec Aide
Rodriguez, Tyler	\$19.00	Medical
Scheinert, Nancy	\$25.00	Director
Weaver, Ronald	\$10.25	Rec Aide

#R2024-246 REFUND RENTAL FEE – MOUNTAIN LAKE PARK

Motion to adopt a resolution to refund \$250.00 back to Samuel Mears for a canceled rental at the Mountain Lake Park Cabin as per the recommendation of Recreation Director's email dated May 24, 2024.

**ADDENDUM #2
(PAGE 4)**

#R2024-247 WAIVE RENTAL FEE – MOUNTAIN LAKE PARK

Motion to adopt a resolution to waive the rental fee at the Mountain Lake Park for a displaced family of four, resulting from the recent storm that has been declared a State of Emergency.

#R2024-248 AUTHORIZE THE SUPERVISOR TO SIGN MASTER SERVICE AGREEMENT WITH ARCHTOP FIBER/WARWICK VALLEY TELEPHONE

Motion to adopt a resolution authorizing the Supervisor to sign a Master Service agreement with Archtop Fiber/Warwick Valley Telephone for telephone and internet services.

#R2024-249 APPOINT PATRICK GARDNER TO RECREATION AIDE

Motion to adopt a resolution to appoint Patrick Gardner as a Recreation Aide at Mountain Lake Park from May30th – June 13, 2024 at a rate of \$17.09 per hour effective immediately.

#R2024-250 AUTHORIZATION TO ATTEND 2-DAY COURSE ON COMMERCIAL VALUATION AND APPRAISAL CRITIQUE

Motion to adopt a resolution to authorize the Assessor, to attend a 2-day course on Commercial Valuation and Appraisal Critique at the Institute of Assessing Officer's Cornell Seminar held in Ithaca, NY from July 14-16, 2024. Funds for these training sessions are in the current budget.

#R2024-251 AUTHORISE SUPERVISOR TO SIGN MEMORANDUM OF AGREEMENT FOR ADMINISTRATIVE SERGEANT POSITION

Motion to adopt a resolution authorizing the Supervisor to sign a Memorandum of Agreement for administrative Sergeant Position to work a 5-2, Monday through Friday, schedule on the "B" line.

#R2024-252 AUTHORIZE SUPERVISOR TO SIGN ENGINEERING AGREEMENT FOR WICKHAM SEWER DISTRICT WWTP UPGRADES

Motion to adopt a resolution authorizing the Supervisor to sign an Engineering Agreement for Wickham Sewer District WWTP Upgrades with Delaware Engineering as per approved 2024 rate schedule.

#R2024-253 AUTHORIZATION TO ATTEND 2024 HIGHWAY SUPERINTENDENT TRAINING

Motion to adopt a resolution to authorize the Department of Public Works Commissioner to attend the 2024 Highway Superintendent Training held in Ithaca, NY from June 3-5, 2024. Funds for these training sessions are in the current budget.

**ADDENDUM #2
(PAGE 5)**

#R2024-254 AUTHORIZE THE SUPERVISOR TO SEND LETTERS TO NYS SENATOR AND ASSEMBLYMAN REGARDING THE TOWN'S OPPOSITION TO STAE BILL – S7834

Motion to adopt a resolution authorizing the Town Supervisor to send letters to our New York State Senator and New York State Assemblyman voicing our Town's opposition to State Bill -S7834, in that such proposed legislation would serve to strengthen the powers of the Office of Renewable Energy allowing that agency to mandate that large stand alone lithium ion storage facilities be built over the Town's objections thereby severely reducing the Town's Zoning Authority with regard to BESS lithium ion battery storage facilities.

X

Warwick Town Clerk

From: Town of Warwick Supervisor
Sent: Tuesday, May 28, 2024 3:41 PM
To: Michael Helme
Cc: Warwick Town Clerk
Subject: RE: check from Sims

Hi Michael,

That's great! In the beginning of the meeting you can make the presentation.

Thanks again!

Jesse

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



From: Michael Helme <helm3e@yahoo.com>
Sent: Tuesday, May 28, 2024 3:01 PM
To: Town of Warwick Supervisor <Supervisor@townofwarwick.org>
Subject: check from Sims

Jesse,

SW has received the check from Sims for the scrap metal (\$387) and I'm wondering if there could be time at the Board meeting this Thursday for a small presentation?

Thanks,

m
845.665.1574



an archtopfiber company

Town of Warwick Voice & Internet

Town of Warwick

132 Kings Highway
Warwick, NY 10990
United States

Jesse Dwyer

supervisor@townofwarwick.org
+18459861120 ext 5

Reference: 20240523-085116408
Quote created: May 23, 2024
Quote expires: June 22, 2024

Archtop Fiber

300 Enterprise Drive

Kingston, New York 12401
USA

Prepared by: Chris Rizza

Business Services
crizza@archtopfiber.com
+18453724866

Total \$1,796.94

PRODUCTS & SERVICES	QUANTITY	PRICE
1 GB Dedicated Internet	1	\$199.99 / month after \$300.00 discount for 3 years
Executive Seats - Voice	41	\$1,186.95 / month for 3 years
Equipment Fee Monthly Poly E350's	41	\$410.00 / month for 3 years
SUMMARY		
Monthly subtotal		\$1,796.94 after \$300.00 discount

Total	\$1,796.94
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Comments

Purchase terms

36 month term. See Master Service Agreement.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



an archtopfiber company

Town of Warwick Police Voice and Internet

Town of Warwick PD

Jesse Dwyer

supervisor@townofwarwick.org

+18459861120 ext 5

Reference: 20240523-085402940

Quote created: May 23, 2024

Quote expires: June 22, 2024

Archtop Fiber

300 Enterprise Drive

Kingston, New York 12401

USA

Prepared by: Chris Rizza

Business Services

crizza@archtopfiber.com

+18453724866

Total **\$1,567.44**

PRODUCTS & SERVICES	QUANTITY	PRICE
1 GB Dedicated Internet	1	\$499.99 / month for 3 years
Executive Seats	21	\$607.95 / month for 3 years
Handset Pricing	21	\$210.00 / month for 3 years
Voicemail only for Officers	50	\$249.50 / month for 3 years
SUMMARY		
Monthly subtotal		\$1,567.44

Total	\$1,567.44
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Comments

Purchase terms

36 month term, see master service agreement

Signature

Signature

Date

Printed name

Master Service Agreement

This Master Services Agreement ("Agreement" or "MSA") is entered into as of ___ May 24th 2024 ___ ("Agreement Effective Date") by and between WVT Fiber an Archtop Fiber, LLC , a Delaware limited liability company with its principal business located at 300 Enterprise Drive, Kingston, NY 12401 ("WVT/ Archtop Fiber" or "WVT/ Archtop"), and ___ Town of Warwick ___ ("Customer") with its principal place of business located at ___ 132 Kings Highway Warwick NY 10990 ___.

This Agreement sets forth the terms and conditions under which WVT / Archtop will deploy and provide to Customer certain communications and related services described herein or in a Service Order ("Services"). WVT / Archtop and Customer may be individually referred to herein as "Party" or collectively as "Parties."

Definitions

Agreement: Consists of the Service Order(s) executed by Customer and accepted by WVT / Archtop, and this Agreement.

Agreement Term: Commences on the Agreement Effective Date and extends until the expiration or proper termination of the final existing Service Order entered into under this Agreement.

WVT Fiber / Archtop Fiber Equipment: Any and all facilities, equipment or devices provided by Archtop Fiber, its Affiliate or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring, whether or not installed by WVT Fiber / Archtop Fiber, shall not be considered WVT Fiber / Archtop Fiber Equipment.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

End Users: including but not limited to Customer, Customer's employees, contractors, customers, visitors and guests or any person with access to the WVT Fiber / Archtop Fiber Equipment and Service(s).

Service(s): All lawful services provided by WVT Fiber / Archtop Fiber to Customer described in one or more Service Order(s). All Services are for domestic U.S. commercial, non-residential use only. Services are subject to availability and Archtop may decline to provide any requested Service without cause or liability.

Service Start Date: The date(s) on which WVT Fiber / Archtop Fiber first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Start Dates. The Service Start Date shall also be the billing start date subject to Section 1(d).

Service Order: A request for WVT Fiber / Archtop Fiber to provide the Services to Service Location(s) submitted by Customer to Archtop Fiber in the form and format required by WVT Fiber / Archtop Fiber and accepted by WVT Fiber / Archtop Fiber. The Service Order is subject to modification by Archtop Fiber at any time in its sole discretion. Customer's first Service Order is attached hereto.

Service Location(s): The Customer location(s) identified in a Service Order where Customer requests that Archtop Fiber provide the Services. For multi-tenant buildings, Service Location shall mean the Customer's leased and/or owned business space where Customer has authority to authorize Service.

Service Term: The duration of time commencing on the Service Start Date.

1. **SERVICES**

(a) **Services and Service Orders; Archtop Terms and Conditions.** Subject to and in accordance with the terms and conditions of this Agreement and any applicable Service Order, WVT Fiber / Archtop Fiber shall provide to Customer the Services set forth in each Service Order fully executed by the Parties. Each executed Service Order is incorporated herein as part of the Agreement and shall be subject to all terms of the Agreement. Each Service Order shall include the type of Service the Customer is ordering, all Fees in connection with such Service, the Service Term, the Service Locations and demarcation points (as determined by Archtop) for the Service, and any applicable service level agreements as may be agreed to by the Parties ("SLAs"). The Parties may execute amendments to any Service Order and may execute additional Service Orders at any time that this Agreement is in effect.

(b) **WVT Fiber / Archtop Terms and Conditions.** Archtop may at any time in its sole discretion adopt additional terms and conditions (the "Archtop Terms and Conditions") available at [__https://wvt.archtopfiber.com/](https://wvt.archtopfiber.com/) which shall be applicable to the Services and Service Orders.

(c) **Access.** Customer, at no cost to WVT Fiber / Archtop Fiber, shall secure and maintain all necessary rights of access to Service Location(s) throughout the Service Term for Archtop Fiber to provide the Services and to review, install, inspect, maintain, repair, or remove any WVT Fiber / Archtop Fiber Equipment, unless WVT Fiber / Archtop Fiber has secured such access prior to this Agreement. WVT Fiber / Archtop Fiber and its employees and authorized contractors shall have free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. If such right of access for WVT Fiber / Archtop Fiber is not obtained by either Party, then WVT Fiber / Archtop Fiber may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that it cannot access, without any liability to Customer or Archtop Fiber.

In addition, Customer shall provide an environmentally controlled space and electricity as directed by Archtop and as may be required for installation, operation, and maintenance of the WVT Fiber / Archtop Fiber Equipment used to provide the Services within the Service Location(s). Customer shall not charge Archtop, and shall ensure that WVT/Archtop does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other End User accessing or using the Services shall be borne solely by Customer. Any failure or refusal by Customer to prepare the Service Location and be ready to receive Services shall not release Customer from its obligation to pay Service Charges for any Services ordered.

(d) **Acceptance.** WVT Fiber / Archtop Fiber will communicate to Customer the Service Start Date. Customer will accept or reject the Service(s) within three (3) days thereafter. If Customer fails

to accept or reject the Service(s) within the three (3) day period, the Service will be deemed accepted. If the Service is not accepted by Customer, Customer shall provide written notice to Archtop communicating its reasonable belief regarding the manner in which WVT / Archtop did not provide the Services in substantial conformance with this Agreement. WVT / Archtop will resolve any deficiencies identified by Customer and communicate to Customer its resolution, following which Customer shall again accept or reject the Service within three (3) days. This process will continue until Customer affirmatively accepts Service or fails to timely communicate acceptance or rejection, which shall qualify as acceptance.

(e) Equipment. All equipment and facilities deployed by WVT / Archtop to provide Services to Customer ("Equipment") will be owned by WVT / Archtop irrespective of the location that the Equipment is deployed. Customer shall procure and make available to WVT Fiber / Archtop Fiber as directed by WVT Fiber / Archtop Fiber, at the Service Location(s), at Customer's sole cost and expense, adequate space, AC power and HVAC for WVT Fiber / Archtop Fiber Equipment necessary to provide such Services to Customer at that Service Location. Any equipment or facilities that Customer owned and maintained prior to the installation of Services by WVT / Archtop will continue to be owned by Customer. At any time, WVT Fiber / Archtop Fiber may remove or change WVT Fiber / Archtop Fiber Equipment in its sole discretion. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any WVT Fiber / Archtop Fiber Equipment or permit others to do so, and shall not use the Archtop Fiber Equipment for any purpose other than authorized by the Agreement. WVT Fiber / Archtop Fiber shall maintain WVT Fiber / Archtop Fiber Equipment in good operating condition during the term of this Agreement: provided, however, that such maintenance shall be at WVT Fiber / Archtop Fiber's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the WVT Fiber / Archtop Fiber Equipment. Customer is responsible for damage to, or loss to, WVT Fiber / Archtop Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or casualty at the Service Locations(s), unless caused by the negligence or willful misconduct of WVT Fiber / Archtop Fiber. Following WVT Fiber / Archtop Fiber's discontinuance of the Services to the Services Locations(s), WVT Fiber / Archtop Fiber retains the right to remove the WVT Fiber / Archtop Fiber Equipment located within the Service Locations(s).

(f) Modifications. WVT / Archtop has sole discretion to determine the network design and architecture that it will use to provide the Services to Customer. If Customer desires WVT / Archtop to modify that design or architecture and Archtop is amenable to such modification, the details of the Customer's request shall be set forth in the applicable Service Order, as initially executed or as thereafter amended, and Customer shall be responsible for all costs and related charges associated with any such modification. WVT / Archtop shall provide Customer a non-binding estimate of such costs and charges, as well as estimated timing for deployment, in advance of undertaking the modification. At Customer's request and with WVT / Archtop's consent, WVT / Archtop's network may be expanded, and capacity increased at any time during the term of this Agreement to meet Customer's increased bandwidth requirements. Customer shall request in writing the desired Service upgrades. Archtop will provide a quote in response to the request. If the Parties agree to undertake the Customer's requested upgrades, the Parties will amend Attachment A to memorialize their agreement.

(g) Service Order Revisions and Cancellations. If, at an time, WVT / Archtop determines that: (i) there is a lack of available service, facilities, or other items necessary to provide the Services; (ii)

additional work or cost is necessary to enable WVT / Archtop to deliver the Services to the Service Location; (iii) Customer's wiring or equipment violates or could cause a violation of Law; or (iv) there is any other cause beyond WVT / Archtop's control that causes an adverse effect on Archtop's ability to provide the Service, then WVT / Archtop may, at WVT / Archtop's sole discretion, either decline to accept or cancel a Service Order. WVT / Archtop may alternatively notify Customer of any additional Fees will apply.

2. Customer Obligations

Customer's use of the Service (including all content transmitted via the Service) and WVT Fiber / Archtop Fiber Equipment shall comply with all applicable laws, rules and regulations and the terms of this Agreement, Business AUP, Customer Privacy Notice and any other applicable Service policies available on Archtop Fiber's website. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, including but not limited to any WVT Fiber / Archtop Fiber Equipment, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by WVT Fiber / Archtop Fiber. Customer shall ensure that its End Users use of the WVT Fiber / Archtop Fiber Equipment and Service, if any, shall comply with all applicable laws, rules and regulations and terms of this Agreement, Business AUP, Customer Privacy Notice and any other applicable Service policies available on Archtop Fiber's website. Archtop Fiber may audit Customer's use of the WVT Fiber / Archtop Fiber Equipment and Service remotely or otherwise, to ensure Customer's compliance with this Agreement, Business AUP, Customer Privacy Notice and any other applicable Service policies available on Archtop Fiber's website.

Customer shall ensure that all WVT Fiber / Archtop Fiber's Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the WVT Fiber / Archtop Fiber Equipment while at Customer's or an End User's facilities.

Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the WVT Fiber / Archtop Equipment not provided by WVT / Archtop, or otherwise tamper with any portion of the WVT Fiber / Archtop Equipment without the prior consent of WVT Fiber / Archtop.

Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and WVT Fiber / Archtop Equipment. Customer shall secure and maintain any and all Customer Equipment.

Archtop may suspend any affected Services if WVT / Archtop discovers or becomes aware of any breach or compromise of security.

WVT Fiber / Archtop Fiber reserves the right to require insurance from Customer as it may deem appropriate in any Service Order.

3. Billing and Payment

(a) **Billing and Payment.** WVT / Archtop shall invoice Customer (i) promptly upon execution of a Service Order for each non-recurring fee in connection with the Services Order ("Non-Recurring Fee"); (ii) monthly in advance for all recurring fixed monthly Service fees ("Monthly Fixed Fees") with billing for partial months prorated based on the number of days in the month; and (iii) each month in arrears for any usage-based Service fees ("Usage-Based Fees"), in each case as set forth in the applicable Service Order (collectively "Fees"). Customer shall pay such undisputed monthly invoices in full in U.S. dollars, without setoff or reduction, within thirty (30) days of the date of the invoice. WVT / Archtop may charge interest on invoice amounts not paid on or before the due date at the rate of one and one-half percent per month or the highest lawful rate, whichever is lower. Notwithstanding the foregoing, WVT / Archtop shall have the right to invoice, including corrected and amended invoices, Fees and/or Taxes within one year of the date on which Customer incurs such Fees or Taxes, and waives the right to collect any Fees or Taxes that WVT / Archtop does not invoice within this one-year period.

(b) **Taxes.** Except for WVT / Archtop's payroll, income, and real and personal property taxes, Customer is responsible for sales, use, access, or other taxes, fees, duties, and charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services ("Taxes"), including all Federal Communications Commission (including any bureau thereof acting on delegated authority, or any successor agency, "FCC") and state public service or public utilities commission, or similar state regulatory agency or body that regulates the telecommunications business of WVT / Archtop ("State PUC") universal service fund contribution requirements and other regulatory surcharges that may be passed through by a telecommunications company to its customers under Law. WVT / Archtop shall invoice Customer for all Taxes, Customer shall pay such Taxes to WVT / Archtop, and WVT / Archtop shall remit such Taxes to the appropriate jurisdiction.

(c) **Tax Exemption.** Notwithstanding the foregoing, if Customer is entitled to an exemption from any Taxes, Customer is responsible for presenting WVT / Archtop with a valid exemption certificate in a form reasonably acceptable to each otherwise applicable taxing authority. WVT / Archtop will give effect to any such valid exemption certificate to the extent it applies to any Service billed by WVT / Archtop to Customer following Vendor's receipt of such exemption certificate.

(d) **Billing Disputes.** If Customer disputes any portion of an invoice, Customer shall provide written notice to WVT / Archtop that includes detailed documentation supporting its dispute within sixty (60) days of the invoice date or Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. Promptly following such billing dispute notice, an officer of Customer and an officer of WVT / Archtop, each who have authority to resolve the dispute, shall meet, in person or telephonically if travel is impractical for either Party, no later than thirty (30) days after the date WVT / Archtop receives written notice of the disputed amounts. During such meeting, the Parties shall attempt in good faith to resolve such dispute. No action, suit, arbitration or other proceeding may be commenced by either Party with respect to the dispute before the Parties have met pursuant to this Section. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth above from the date the payment was originally due. A dispute regarding bandwidth usage may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

(e) **Credit Approval and Deposits.** Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide WVT Fiber / Archtop Fiber with credit information requested by WVT Fiber / Archtop Fiber. Customer authorizes WVT Fiber / Archtop Fiber to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Archtop Fiber will be true and correct. WVT Fiber / Archtop Fiber, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, WVT Fiber / Archtop Fiber may require Customer to make a deposit (in an amount not to exceed an estimated two-month's charge for the Services) as a condition to WVT Fiber / Archtop Fiber's provision of the Services, or as a condition to WVT Fiber / Archtop Fiber's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by WVT Fiber / Archtop Fiber as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if WVT Fiber / Archtop Fiber determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by WVT Fiber / Archtop Fiber.

(f) **Past-Due Amounts.** Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, WVT Fiber / Archtop Fiber may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any WVT Fiber / Archtop Fiber Equipment that Customer fails to return in accordance with the Agreement. If WVT Fiber / Archtop Fiber is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned WVT Fiber / Archtop Fiber Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to WVT Fiber / Archtop Fiber under the Agreement or at law or in equity.

(g) **Change in Law.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government-imposed fees or charges that increases the costs or other terms of WVT / Archtop's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Archtop in providing the Services, Customer acknowledges and agrees that WVT / Archtop may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase.

4. Term and Termination

(a) **Agreement Term.** This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement.

(b) **Service Order Term.** The term of a Service Order shall commence on the Service Start Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in the Service Order, the Service Term shall be one (1) year from the Service Start Date. Upon expiration of the initial Service Term and unless otherwise stated in the Service Order, the applicable Service Order shall automatically renew for successive one-year terms (each a "Renewal Service Term", and collectively with the initial Service Term, the "Service Term"), unless either WVT / Archtop or Customer provides written notice of non-renewal of the Service

Order at least thirty (30) days in advance of the expiration of the then-current Service Term. Any termination shall be in effect as of thirty (30) days after the expiration of the then-current Service Term.

(c) Termination of Service Order by Customer. If WVT / Archtop breaches a material term of this Agreement or a Service Order, Customer shall provide written notice to WVT / Archtop specifying the nature of the breach with reasonable specificity. If WVT / Archtop fails to cure such breach within thirty (30) days after receiving such written notice, Customer may terminate the Service Order for the affected Service by written notice to Archtop and without early termination penalties. At WVT / Archtop's request, Customer shall extend the cure period if WVT / Archtop promptly commenced cure of the breach upon receiving notice of the breach, is endeavoring in good faith to cure the breach, and such cure is reasonably likely to be completed within sixty (60) days of the initial notice of the breach.

(d) Termination and/or Suspension by Archtop. If Customer breaches a material term of this Agreement or Service Order, Archtop shall provide written notice to Customer specifying the nature of the breach with reasonable specificity. If Customer fails to cure such breach within thirty (30) days after receiving notice Archtop may terminate the Service Order for the affected Service and, at WVT / Archtop's discretion, any other Service Order then in effect. WVT / Archtop may cancel a Service Order without liability prior to the Service Start Date by providing Customer with thirty (30) days advance notice of such cancellation. Notwithstanding the foregoing, at WVT / Archtop's discretion, WVT / Archtop may suspend its provision of Service under this Agreement (including any or all Service Orders) (i) if Customer fails to cure any monetary breach within ten (10) days of receiving notice of the breach from WVT / Archtop or (ii) immediately upon notice if Customer's breach is reasonably likely to disrupt WVT / Archtop's ability to provide Services to other customers, to cause harm to WVT / Archtop's network or any person, or to cause WVT / Archtop to violate a Law.

(e) Termination for Bankruptcy. The Agreement and all Services Orders hereunder may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has involuntary bankruptcy filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

(f) Early Termination Fee. Upon termination of a Service Order by Customer for any reason other than due to Archtop's breach or bankruptcy, or upon termination by WVT / Archtop due to Customer's breach or bankruptcy, Customer shall pay to WVT / Archtop (i) all amounts due and payable for Services provided prior to termination; (ii) for all Service contracted at fixed monthly recurring rates (i.e., rates not based on usage), Customer agrees to pay WVT / Archtop an early disconnection charge equal to the sum of: one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the term. Customer acknowledges and agrees that damages arising due to early termination of this Agreement would be difficult to determine and, therefore, this early termination fee constitutes liquidated damages and is not intended as a penalty or to be punitive in nature.

(g) Effect of Termination. Termination of this Agreement or any Service Order shall not affect a Party's obligations with respect to any liability or matter arising prior to such termination,

including fees due or accrued prior to such termination, and does not waive any other rights or remedies it may have under this Agreement.

Upon termination or expiration of this Agreement or Service Order(s), Customer shall immediately cease all use of and promptly return, if applicable, any WVT / Archtop Equipment or software to WVT / Archtop. Customer shall allow WVT / Archtop to retrieve the WVT / Archtop Equipment, which WVT / Archtop Equipment must be in the condition in which the WVT / Archtop Equipment was originally received by Customer, subject to ordinary wear and tear.

5. Warranties and Representation, Limitations of Liability and Indemnification

(a) **WVT / Archtop's Warranties and Representations.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND ARCHTOP EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. EXCEPT AS OTHERWISE SET FORTH UNDER THIS AGREEMENT, THE SERVICE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT STATUTORY OR OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, QUALITY (INCLUDING WHETHER THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE), MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, AVAILABILITY OF LOCAL ACCESS, OR ANY OTHER MATTER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY WVT / ARCHTOP, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. WVT / ARCHTOP DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, WVT / ARCHTOP DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY WVT / ARCHTOP WILL PERFORM AT A PARTICULAR SPEED.

(b) **Customer's Warranties and Representations.** Customer warrants and represents that (i) Customer shall use the Services only for the originally intended purpose(s) in accordance with this Agreement and all applicable Laws; (ii) Customer has the right, power and authority to enter into and perform its obligations under this Agreement; (iii) Customer has taken all the requisite legal action to approve the execution, delivery and performance of this Agreement; (iv) this Agreement constitutes a binding obligation enforceable against Customer in accordance with its terms; and (v) the individual executing this Agreement is either the Customer individually or is a duly appointed officer or agent of Customer with the authority to execute this Agreement on behalf of Customer.

Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) without the express prior consent of WVT / Archtop. Customer shall not use or permit any third parties to use the Service(s) or the WVT / Archtop Equipment for any illegal purpose,

or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the WVT / Archtop Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(c) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity (ii) all content that is viewed, stored or transmitted via the Service, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any.

(d) **Indemnification.** (i) General. Customer shall indemnify, defend and hold harmless WVT/ Archtop, its directors, officers, employees, Affiliates (and their directors, officers, employees) agents, suppliers successors and assigns ("Indemnified Parties"), against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorneys' and other professional fees and court costs incurred by Indemnified Parties, to the extent arising from or related to (i) Customer's misuse of the Services; (ii) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Agreement; or (iii) Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct. (ii) Indemnification Procedures. The Indemnified Parties shall (A) provide Customer with prompt written notice of any claim subject to indemnification, except that failure to provide such prompt notice only shall relieve the Customer of its indemnification obligations to the extent that its ability to defend the Indemnified Parties against such claim is materially prejudiced by such failure; (B) cooperate in good faith in connection with the defense and settlement of the claim; (C) permit the Customer to control the defense and settlement of the claim, provided that the Indemnified Parties shall not be required to make any admission or agree to be bound by any non-monetary conditions as part of such settlement (other than an agreement to cease using a claimant's intellectual property) without its prior consent; (D) have the right, at its own expense, to participate in the defense and settlement of the claim; and (E) not make any admission that might be prejudicial to its defense without giving prior notice of its intention to do so to the Customer.

(e) **Limitation of Liability.** WVT / ARCHTOP'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, IF ANY, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR WARRANTY WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO WVT / ARCHTOP BY CUSTOMER DURING THE 12-MONTH PERIOD PRECEDING SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER PARTY SHALL BE HELD RESPONSIBLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR OTHER FORMS OF INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, GOODWILL, LOST REVENUES, INCOME OR BUSINESS, DATA LOSS, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST SAVINGS OR HARM TO BUSINESS AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. NOTWITHSTANDING THE FOREGOING, IF A SERVICE IS SUBJECT TO AN SLA, THE SOLE AND EXCLUSIVE LIABILITY OF WVT / ARCHTOP, AND

THE SOLE RECOURSE OF CUSTOMER, IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION OCCURRING IN THE FURNISHING OF SUCH SERVICE SHALL BE AS SET FORTH IN THE SLA. WVT / ARCHTOP SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

6. Confidentiality

(a) **General Obligation.** A Party receiving Confidential Information ("Receiving Party") from the other Party ("Disclosing Party") will refrain from directly or indirectly disclosing the Disclosing Party's Confidential Information and not use the Disclosing Party's Confidential Information for any purpose whatsoever, except for the purpose it was provided and as contemplated and authorized by this Agreement. Notwithstanding the foregoing, the Receiving Party may use and disclose to its employees, contractors, advisers, and auditors ("Representatives") the Confidential Information of the Disclosing Party as reasonably necessary to enable the Receiving Party to fulfill its obligations and realize its benefits under this Agreement, provided that the Receiving Party uses all commercially reasonable endeavors to ensure that all such Representatives acknowledge and comply with this Section as if such Representative were a Party to the Section and that the Receiving Party remains responsible and liable for such Representative's compliance with this Section. The Receiving Party shall use the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized use or disclosure as it uses to protect its own information of a similar nature, but in no event less than reasonable care.

(b) **"Confidential Information"** shall mean all non-public information and material, whether disclosed or made available in writing, electronically, orally, visually or otherwise, regarding the business of the Disclosing Party and third parties who have furnished confidential, non-public information to the Disclosing Party and all other information or material disclosed to the Receiving Party by the Disclosing Party or its affiliates or representatives that should be understood by a reasonable business person to be confidential. Confidential Information does not include material or information that (i) is generally known by third parties other than as a result of breach of this Agreement or other wrongful act or omission by the Receiving Party; (ii) subsequent to its disclosure was lawfully received by the Receiving Party from a third party with the right to disseminate the information and with no restriction on disclosure; (iii) can be affirmatively demonstrated in documentary form by the Receiving Party to have been previously developed by the Receiving Party without use of Confidential Information of the Disclosing Party or in the possession of, or known by, the Receiving Party prior to the relationship between the Parties without any limitation on use or disclosure. Notwithstanding the foregoing, this Agreement shall be the Confidential Information of WVT / Archtop.

(c) **Disclosure Required by Law.** If the Receiving Party is required by Law to disclose the Confidential Information of the Disclosing Party, it shall (i) whenever permitted by Law, give prompt written notice to the Disclosing Party of the requirements of such disclosure to enable the Disclosing Party to intervene and object to such disclosure or seek a protective order or other appropriate protection; (ii) limit such disclosure to the extent of the legal requirement;

and (iii) cooperate fully with the Disclosing Party, at the Disclosing Party's expense, to minimize such disclosure. A disclosure of Confidential Information pursuant to this Section shall not constitute a breach of this Agreement, provided that the Receiving Party complies with the terms of this Section.

7. Service Credits

(a) Credit Allowances. Unless otherwise addressed in a Service Level Agreement attached to a Service Order, WVT Fiber / Archtop Fiber will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other onetime charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasigovernmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to WVT Fiber / Archtop Fiber, a trouble ticket is opened, and the Service is released to WVT Fiber / Archtop Fiber for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and WVT Fiber / Archtop Fiber has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 4 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. To qualify, Customer must request the Credit from WVT Fiber / Archtop Fiber within 30 days of the Service Interruption.

(b) Exceptions to Credit Allowances. Except as otherwise provided in the General Terms and Conditions, a Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through WVT Fiber / Archtop Fiber, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Article 7 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any WVT Fiber / Archtop Fiber failure to meet the objectives of the Services.

8. Miscellaneous

(a) Applicable Law

(i) **Subject to Laws.** This Agreement is subject to all applicable federal, state and local laws, including statutes; rules or regulations; decisions, orders or rulings of

governmental authorities; WVT / Archtop's applicable tariffs (if any); and court orders (collectively "Laws") and the obtaining and continuance of any required approval or authorization of any governmental authority.

(ii) **Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws principles. Any action or dispute arising out of, or in connection with this Agreement shall be brought for trial and determination in the appropriate federal or state court of competent jurisdiction in the State of Delaware. Each Party hereby irrevocably consents to the exclusive jurisdiction of such Delaware courts. If no federal or state court in Delaware will accept jurisdiction over the subject matter of such dispute, then the dispute may be brought and heard in any other court having subject matter jurisdiction over the dispute.

(iii) **Change in Law.** If any Law (a) prohibits either Party's performance, (b) makes such performance illegal, impossible or impractical, or (c) materially adversely impacts such performance, including by effecting such Party's costs to perform its obligations, the Parties will use commercially reasonable efforts to amend this Agreement so that such performance is no longer prohibited, illegal, impossible, impractical or is no longer materially adversely impacted and this Agreement preserves, to the maximum extent possible, the original intent of the Parties. If the Parties are unable to amend this Agreement, then the Party whose performance or use of Service(s) is rendered prohibited, illegal, impossible, impractical or materially adversely impacted may, in its sole discretion and upon thirty (30) days prior written notification (or less if required by Law), cease performance of any such obligations without further obligation or liability, excluding payment for Service(s) received by Customer prior to notification of change in law.

(iv) **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HEREBY IRREVOCABLE WAIVES ITS RIGHT TO TRIAL BY JURY.

(v) **WAIVER OF CLASS ACTION. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING**

(vi) **Attorney Fees.** In the event any action or proceeding is brought by either Party against the other Party under this Agreement, the prevailing Party shall be entitled to recover from the losing Party its reasonable costs and attorney's fees incurred in such action or proceeding, including any such fees and costs of appeal.

(b) **Assignment.** Neither Party may assign this Agreement without receiving the written approval from the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign the Agreement, in whole or in part, without the other Party's consent but after providing notice of such assignment, to (i) any entity which controls, or is controlled by, or is under common control with the assigning Party, (ii) any entity resulting from any merger or consolidation with the assigning Party, or (iii) any person or

entity which acquires substantially all of the assets of the assigning Party as a going concern, unless with respect to (i)-(iii) the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other Party. Notwithstanding the foregoing, WVT Fiber / Archtop may freely delegate its obligations hereunder to appropriately trained third-Party contractors that operate under WVT Fiber / Archtop's supervision and control.

(c) **Counterparts.** This Agreement, including each Service Order hereunder, may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement or a Service Order by emailed PDF shall constitute effective execution and delivery.

(d) **Customer Contact.** Customer shall designate a "Customer Contact" who shall have the authority to represent and bind Customer in all of its dealings with WVT / Archtop and shall serve as a contact person in the event that WVT / Archtop needs to contact Customer for any reason. The Customer Contact's contact information is as follows:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____

In the event that Customer replaces its Customer Contact, it shall appoint a new Customer Contact and provide WVT / Archtop notice of such change and the new Customer Contact's contact information within five days.

(e) **Dispute Resolution.** If a dispute (other than a billing dispute) arises out of or relating to this Agreement ("Dispute"), it is the intention of WVT / Archtop and Customer to settle, to the greatest extent possible, such Dispute in an amicable manner. If, despite a commercially reasonable good faith effort, a Dispute cannot be resolved by the WVT / Archtop and Customer's employee(s) having primary managerial responsibility for the matter to which the Dispute pertains within fifteen days of either Party providing the other Party with notice of such dispute, the Parties shall attempt to resolve such Dispute promptly by negotiation between executives who have authority to settle the Dispute and who are at a senior level to the employees who initially addressed the Dispute ("Executives"). The Executives shall meet at a mutually acceptable time and place (or telephonically if travel is impractical for either Party), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information in connection with the dispute made by one Party to another will be honored. A Party may not avail itself of legal recourse unless the Dispute has not been resolved within 30 days after the commencement of, or invitations to commence, negotiations between the Executives.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the Parties hereto.

(g) **Force Majeure.** Except as otherwise expressly provided in this Agreement, neither WVT / Archtop nor Customer shall be deemed to be in breach of this Agreement or otherwise liable to

any third Party for any delay in performance, failure of performance in whole or in part, or loss or damage if and to the extent caused by an event beyond such Party's reasonable control, including, but not limited to, any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, high winds, lightning, hurricanes, tornados, acts of God ("Force Majeure Event"), provided that the Party claiming a Force Majeure Event (i) could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, were commercially reasonable for the Party to take; (ii) gives the other Party prompt notice of such Force Majeure Event; and (iii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

(h) **No Partnership or Agency.** The relationship between WVT / Archtop and Customer shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. WVT / Archtop and Customer, in performing any of their obligations hereunder, shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

(i) **No Third-Party Beneficiaries.** This Agreement is not intended to confer, and does not confer, any rights or remedies upon any person or entity other than the Parties to this Agreement and the Indemnified Parties.

(j) **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when (i) personally delivered (including by means of a messenger service) or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement, or in the case of a notice from WVT / Archtop to Customer, addressed to the Customer Contact. Notwithstanding the foregoing, day-to-day operational communications may be by email between the Customer Contact and WVT / Archtop.

(k) **Order of Precedence.** In the event of an express conflict between a term(s) of this Agreement (excluding the Service Orders) and the terms of the Service Order, precedence will be given in the following order: (i) the Agreement (excluding the Service Orders) and (b) a Service Order. Notwithstanding the foregoing, any provision in a Service Order that expressly states that it is intended to preempt an inconsistent term in the Agreement (excluding the Service Orders) by reference to the Section number of such term shall operate in lieu of the specifically referenced inconsistent term in this Agreement.

(l) **Severability.** If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties and the remaining portions shall remain in full force and effect.

(m) **Survival.** The terms and provisions of this Agreement that can only be given proper effect if they survive the termination of this Agreement, including, but not limited to, Section 4(f) (Early Termination Fee), Section 4(g) (Effect of Termination), Section 5 (Warranties and Representations, Limitations or Liability and Indemnification), Section 6 (Confidentiality), Section

8 (Miscellaneous), will survive and remain enforceable notwithstanding the termination, rescission, or expiration of this Agreement, for any reason whatsoever. In addition, all provisions of this Agreement will remain valid as to any obligation incurred prior to termination of this Agreement until such time as such obligations have been discharged.

(n) **Waiver.** The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights and all waivers shall be in writing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the date first written above.

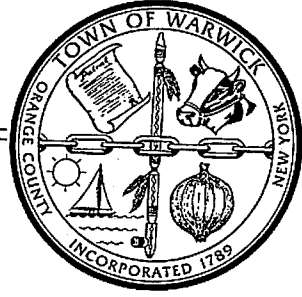
WVT Fiber / Archtop Fiber, LLC

By: _____
Name: _____
Title: _____

CUSTOMER

By: _____
Name: _____
Title: _____

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

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

May 23, 2024

New York State Dept. of State
162 Washington Ave.
Albany, New York 12231

To whom it may concern:

Please see attached State of Emergency Declaration.

Sincerely,

James Gerstner
Deputy Supervisor

JG/rb
attachment

RECEIVED

MAY 23 2024

TOWN OF WARWICK
TOWN CLERK

DECLARATION OF LOCAL STATE OF EMERGENCY

RECEIVED

MAY 23 2024

TOWN OF WARWICK TOWN CLERK

A State of Emergency is hereby declared in the TOWN of WARWICK for a period of time beginning at 10:00 AM on the date of 23 MAY 2024 and continuing until (date)

rescinded.

The State of Emergency has been declared due to emergency conditions produced by: CONDITIONS CONSISTING OF SEVERE WINDS AND TORRENTIAL RAIN CAUSING FLOODING AND DAMAGE TO RESIDENTIAL, COMMERCIAL AND PUBLIC INFRASTRUCTURE TO INCLUDE ROADWAYS AND UTILITY SERVICE SYSTEMS. Such conditions threaten or imperil the public safety of the citizens of TOWN OF WARWICK.

As Chief Executive of the TOWN OF WARWICK,

I, JAMES GERSTNER, have executed the authority given to me

under New York State Executive Law, Article 2-B, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being and health of the citizens of the community.

I hereby direct the Department(s) of TOWN OF WARWICK Police Dept, DPW, WATER, SEWER

to take whatever steps necessary to protect life and property, public infrastructure and other such emergency assistance as deemed necessary.

Signed: [Signature]

Deputy Supervisor

23 MAY 2024

X

Warwick Town Clerk

From: ippi3635@aol.com
Sent: Sunday, May 19, 2024 4:03 PM
To: BASTANZA; Roger Bergman; Suzie Fromer; Elena Valentino; Sjjs1dad; Elizabeth Knight Moss; Reg Shaw; Frank OBrien; Robert Shaw; twinterling@gmail.com; Teresa Gochal; Ken Winterling; Wesley Woodward; Kathleen Cavanaugh; triciabellesews@gmail.com; Rich White; Dave Ventresca; Handyman Tim; Alan Eckart; Roy Kepler; jojobears@icloud.com; Lisa Tencza; Susannah Devine; Raheli Millman Harper; Bono3Dart; gdorph@optonline.net; Barbara Barron; Rachel Bertoni; Deanne Singer; eckara1@aol.com; Whistler510@hotmail.com; Town of Warwick Supervisor; mayor@villageofwarwick.org; Melissa Everett; Lisa Laico - WAR; Clara Buitrago; liz; Peter Lyons Hall; Christy Erfer; Joseph Dans; Warwick Town Clerk
Subject: Stats from May 18, 2024 Warwick Repair Cafe

On Saturday May 18, 2024 we welcomed new volunteer Russell Maus to the Warwick Repair Cafe.

Thank you volunteers: Ken, Terri, Fred, Tim, Deanne, Rich, Alan, Larry, Terri, Suzanne, Roy, Reg, Rob, Nathaniel, Zachary Mary, Glenn, Frank, Teresa, Roger, Kathleen and Russell.

We had 37 first timers to the Repair Café: Warwick 27, Greenwood Lake 3, Monroe 2, Chester 2, Campbell Hall 1, New Windsor 1, Middletown 1.

Teresa and Suzanne welcomed 97 people to the front desk requesting 175 repairs. Warwick 72, Greenwood Lake 5, Monroe 5, Chester, 6, Goshen 1, W Milford, NJ 1, Hewitt NJ 1, Woodstock 1, Campbell Hall 1, Middletown 1, Blooming Grove 1, Florida 1, New Windsor 1.

The Repair Coaches worked on job tickets that included 59 tool and knife sharpening, 22 sewing, 19 jewelry, 8 glue, 13 lamps, 19 mechanical & electrical, 4 sewing machines, 5 bikes, 1 I pad, 2 laptops, 1 i phone, 1 speaker, 1 coffee grinder, 1 coffee machine 1 shovel, 1 camera tripod, headphones, 1 pencil sharpener, 1 roomba, 1 mixer, 2 stuffed animals 1 weed wacker ,2 glasses, 1 seal a meal.

Several items were not able to be fixed due to age and missing or needed parts.

Our next repair cafe is Saturday July 20, 2024 - 10am to 2pm.
Hope to see you there.

Joan Maxwell
Warwick Repair Cafe Organizer

77 Main Street
Post Office Box 369
Warwick, New York 10990
www.villageofwarwick.org



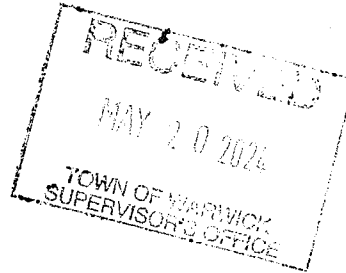
VILLAGE OF WARWICK
INCORPORATED 1867

CC: Eileen ✓ X
TBD ✓ X
(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

RECEIVED

MAY 20 2024

TOWN OF WARWICK
TOWN CLERK



May 14, 2024

Attn: Supervisor Jesse Dwyer
Town of Warwick
132 Kings Highway
Warwick, NY 10990

Dear Supervisor Dwyer and Town Council,

The Village Board recently received a request from Town residents to support lowering the speed limit on Kings Highway to 35 mph from Wisner Road to the Village/Town boundary. The Villages and Town recently received funding to do a Town-wide Traffic Safety Action Plan. We hope that in this study overall speed limits will be examined especially on the major arteries leading into our Villages. In some cases, the speed limits dramatically change instead of a transitional reduction.

The Board recognizes the importance of traffic movement on the major arteries throughout the Town - speed reduction must be reviewed carefully to allow mobility and safety.

The Village Board supports the reduction of speed limits to ensure public safety and feels Kings Highway/Colonial Avenue speed limits should be reviewed as part of the Traffic Safety Action Plan.

Thank you for your attention to this matter.

Truly,

Michael J. Newhard
Mayor, Village of Warwick

cc: Pat & Jeff Ciampa

_____ (League/Camp Name)

Emergency Action Plan for Medical Emergencies Related to Sudden Cardiac Arrest in the Town of Warwick

Date: _____

The following is suggested dialogue and/or a suggested sample emergency action plan (EAP) for medical emergencies related to sudden cardiac arrest. This plan is intended to provide support to Warwick leagues/organizations in the event of a medical emergency at Town Fields. The plan is also relevant for other medical emergencies arising at the fields. Relevant changes should be made based on each organization's volunteers/coaches and site locations. The plan should be reviewed and updated regularly. Additionally, each organization before the start and throughout the season should review the plan with all volunteers/coaches as well as run through scenarios in order to be prepared for a medical emergency. The Town of Warwick Police Department check all Town AED's quarterly. The Town of Warwick Commissioner of Parks checks all Town AED's quarterly.

Table of Contents

1. Emergency Personnel
2. Chain of Survival
3. Emergency Equipment & Location
4. Role of First Responder
5. Venue Location with Map & AED/EMS Parking Location
6. Emergency Action Plan Check List
7. Town of Warwick AED Law Acknowledgment
8. Coaches Verification of Acknowledgement of Review & Training on the EAP
9. Log of Safety Certifications

1. Emergency Personnel

The first responder(s) during a medical emergency at the fields are typically the coach, board member, or a parent. Individuals providing care should provide care to the level of his/her training. Having training in basic first aid, CPR, AED, and the EAP saves lives. NY State now requires by law coaches/volunteers to have AED training.

The four basic roles within the Emergency Personnel Team are:

1. Establish scene safety and provide immediate care for the athlete. **Check – Call – Care**
2. Activate the Emergency Action Plan.
3. Retrieve Emergency Equipment (AED, First Aid Kit).
4. Direct EMS to the Scene.

Emergency Contact Information

Warwick Police Department 911 * AED Code Blue Box * # 986-5000

*For Town Park at Unions Corners – coaches/board members/volunteers/other adults should set phone up prior to start of season with contact information and phone numbers as well as test wifi calling. There is currently no cell phone service at the Union Corners fields.

CPR/AED Certified Trained Individual (Leagues/organizations may add to this list)

Name _____ Phone Number _____
 Board Member Coach Volunteer Adult

Name _____ Phone Number _____
 Board Member Coach Volunteer Adult

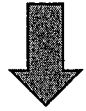
Name _____ Phone Number _____
 Board Member Coach Volunteer Adult

Name _____ Phone Number _____
 Board Member Coach Volunteer Adult

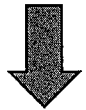
Name _____ Phone Number _____
 Board Member Coach Volunteer Adult

2. Emergency Chain of Survival

Coach or First Responder at the Scene



CHECK the Scene & the Victim

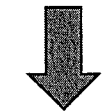


If Life Threatening Condition



CALL

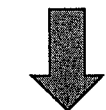
9-1-1 Press button on Code Blue Box of AED. This calls Warwick Police Department. Stay on the Line and answer the dispatcher's questions such as nature of emergency, specific location at fields of injured person, condition of injured person, and more. The dispatcher will remotely open the AED and also send EMS to your location. (The individual that calls 911 by pressing the blue box button may not be the first responder that is currently caring for the victim.)



CARE (For Cardiac Arrest open the AED and follow the prompts)

Provide care to the level of your training

Assign another adult/board member to call



Athlete's Parent/Guardian

3. Emergency Equipment & Location (To be completed by league/ organization)

AEDs are located at the following locations:

Park Name	Park Address	AED Location	First Aid Kit	Other
Airport Park	Airport Road Warwick	TBD		
Pine Island Park	Treasure Lane Pine Island	Main Pavilion		
Town Park	117 Union Corners Road Warwick	Snack Stand/Pavilion		
Town Park - Disc Golf Side	116 Union Corners Road Warwick	TBD		
Wickham Woodlands	169 State School Road Warwick	TBD		

4. Role of First Responder

The First Responder is often the coach. They are the first individual on the scene and assessing if the incident is life-threatening. They are often the person providing care and sending another adult to get the AED. *Care should be provided to the level of the first responders training until someone with a higher level of training, CPR/AED or EMS arrives to take over care.

The following is a review of Care for Sudden Cardiac Arrest but in no way replaces the hands-on training that is required by a nationally recognized trainer in CPR/AED.

What is Sudden Cardiac Arrest?

Sudden cardiac arrest (SCA) is the sudden loss of heart function as a result of a malfunction of the heart's electrical system. SCA is more common in athletes when compared to their non-athlete counterparts because of the increased risk associated with strenuous exercise.

What happens during Sudden Cardiac Arrest?

- > The heart stops beating effectively.
- > Bloodflow to the brain and other vital organs decreases.
- > Oxygen is not delivered to the brain and other vital organs causing the person to faint.
- > Normal heart rhythm must be restored within 4 minutes to avoid brain damage and within 10 minutes to avoid death.

What are the most common causes of SCA?

Heart Structure Abnormality is a defect with the structure of the heart.

Electrical Cardiac Abnormality is a malfunction of the electrical system of the heart.

Acquired Cardiac Abnormality is a malfunction of the heart that develops after birth.

Commotio Cordis is a sudden blow or impact to the chest causing an electrical malfunction.

Sudden Cardiac Arrest

What are signs you might see?

- + Dizzy, stumbling
- + Suddenly faint/ collapse
- + Seizure
- + Suffer a sudden blow to the chest and collapse

What are symptoms you might feel?

- + Dizziness or lightheadedness during or after physical exercise
- + Chest pain or discomfort during exercise
- + Feeling faint or fainting
- + Racing heart
- + Unusual shortness of breath
- + Tiredness

How can you help reduce the risk of death from SCA?

- + Learn CPR
- + Learn the function of and how to use an AED (automated external defibrillator)
- + Learn where to find an AED on your fields
- + Learn the chain of survival if you see someone collapse:
 1. Call 911
 2. Assign someone to get an AED (automated external defibrillator)
 3. Begin CPR
 4. As soon as the AED arrives turn it on and follow the prompts

5. Venue Location with Map

AED & EMS Parking included

6. EAP Check List (To be completed/adjusted by league/organization)

- *Season – the term season refers to Fall Season and Spring Season
- *First Aid Kits – First Aid Kits should include a CPR Pocket Mask

Pre-Season

- Check First Aid Kits – completed by _____ Date _____
- AEDs are checked quarterly by Town PD and Town Park Commissioner
- Set Up Repairs/Order Supplies
AED repairs will be made by the Town of Warwick
- Orientation for coaches
- Review & Train EAP with all
- EAP Drill(S) for Coaches with Location of Emergency Equipment/AED
- Sign off on Verification of Acknowledgement of Review of the EAP and Training on the EAP annually
- Up-Date Contact Phone Numbers for Organization
- Set up Coaches phones for Wifi Calling (Town Park)

During Season

- Check First Aid Kits - completed by _____ Date _____
- AEDs are checked quarterly by Town PD and Town Park Commissioner
- Log & Report Accidents/Incidents
- Maintain up to date contact information
- Maintain up to date training log for CPR/AED
- Run EAP Drill

Post Season

- Set up CPR/AED training
- Submit Town of Warwick Athletic Permit for Field Use with AED Law Acknowledgment

7. Town of Warwick AED Law Acknowledgment (This is included to ensure that leagues/organizations are aware of the new law and the following statement will be included in Town of Warwick Field Use Application forms)

In accordance with the NY State AED Law S.7424 all camps and youth sports programs with more than 5 teams shall implement a plan for cardiac emergencies using an AED. Sports programs under 5 teams will make a "best effort" to comply with the law. The camp/youth sports programs is responsible for ensuring at least one board member/coach/volunteer or other qualified adult is present at each camp, game, practice, or tournament and who has successfully completed a nationally recognized training course within the preceding twenty-four months of each such camp session, game/tournament, and/or practice.

Name of League/Camp Representative: _____

Title of League/Camp Representative: _____

Date: _____

8. Volunteers/Coaches Verification of Acknowledgement of Review of the EAP and Training on the EAP annually. (Leagues/organizations may add to this list and use it as an option to verify and track volunteers/coaches review of the EAP)

I hereby verify by signing below that I have reviewed the EAP and completed the training on the EAP.

_____ (signature) _____ (position) _____ (date completed)

9. Log of Safety Certifications (to be completed by league/organization)

Coach Name	CPR/AED Good Until	First Aid Good Until	Other

References:

UConn. (2023) Korey Stringer Institute. Emergency Action Plans.
<https://ksi.uconn.edu/emergency-action-plans/>

USA Cheer. Sample Emergency Action Plan.
<https://usacheer.org/safety/resources/cheerleading-emergency-action-plan>

Sudden Cardiac Arrest Foundation. The Chain of Survival from Sudden Cardiac Arrest.
<https://www.sca-aware.org/campus/the-chain-of-survival>

Warwick Town Clerk

RECEIVED

From: Samantha Walter
Sent: Saturday, May 18, 2024 12:05 PM
To: Warwick Town Clerk
Cc: Town of Warwick Supervisor
Subject: EAP's for TOW - Board Approval
Attachments: EAP for Warwick Leagues-Camps Using Town Fields.docx; TOW EAP for Town Fields.docx; Town Park (Union Corners Road).pdf; Pine Island Park.pdf; AED Costs.docx

MAY 20 2024

TOWN OF WARWICK
TOWN CLERK

Hi Eileen,

Jesse had asked me to send the Emergency Action Plans to you for Town Board approval. One plan, "EAP for Warwick Leagues-Camps Using Town Fields," is to be provided to youth leagues-camps that use Town fields and provide support with the new AED law and Department of Health request for camp's EAP's. The second plan is for the Town, "TOW EAP for Town Fields." This is to ensure the Town has an EAP for our fields. I also included costs on several AEDs but I believe we are going to purchase the same type of AED's that the police department recently purchased because the pads are compatible. We will need to purchase 2 AEDs and 3 exterior housings. We have secured some donations but I do not know the costs of the AEDs that the police department purchased. Exterior housing options are listed on the attached AED Costs sheet. I believe we will be putting the more expensive Code Blue Box at the Disc Golf side of Union Corners and the less expensive "code" box at Airport and Whickham.

We will also need to adjust the Athletic Field Use Permit form to include the following statement:

Town of Warwick AED Law Acknowledgment (This is included to ensure that leagues/organizations are aware of the new law and the following statement will be included in Town of Warwick Field Use Application forms)

In accordance with the NY State AED Law S.7424 all camps and youth sports programs with more than 5 teams shall implement a plan for cardiac emergencies using an AED. Sports programs under 5 teams will make a "best effort" to comply with the law. The camp/youth sports programs is responsible for ensuring at least one board member/coach/volunteer or other qualified adult is present at each camp, game, practice, or tournament and who has successfully completed a nationally recognized training course within the preceding twenty-four months of each such camp session, game/tournament, and/or practice.

Name of League/Camp Representative: _____

Title of League/Camp Representative: _____

Date: _____

Please let me know if you have any questions. I know it's a lot of information!

Thank you,

Sam Walter

Recreation Director

Town of Warwick

Town of Warwick
Town Park
(Union Corners Road)

Concessions Pavilion

EMS Parking

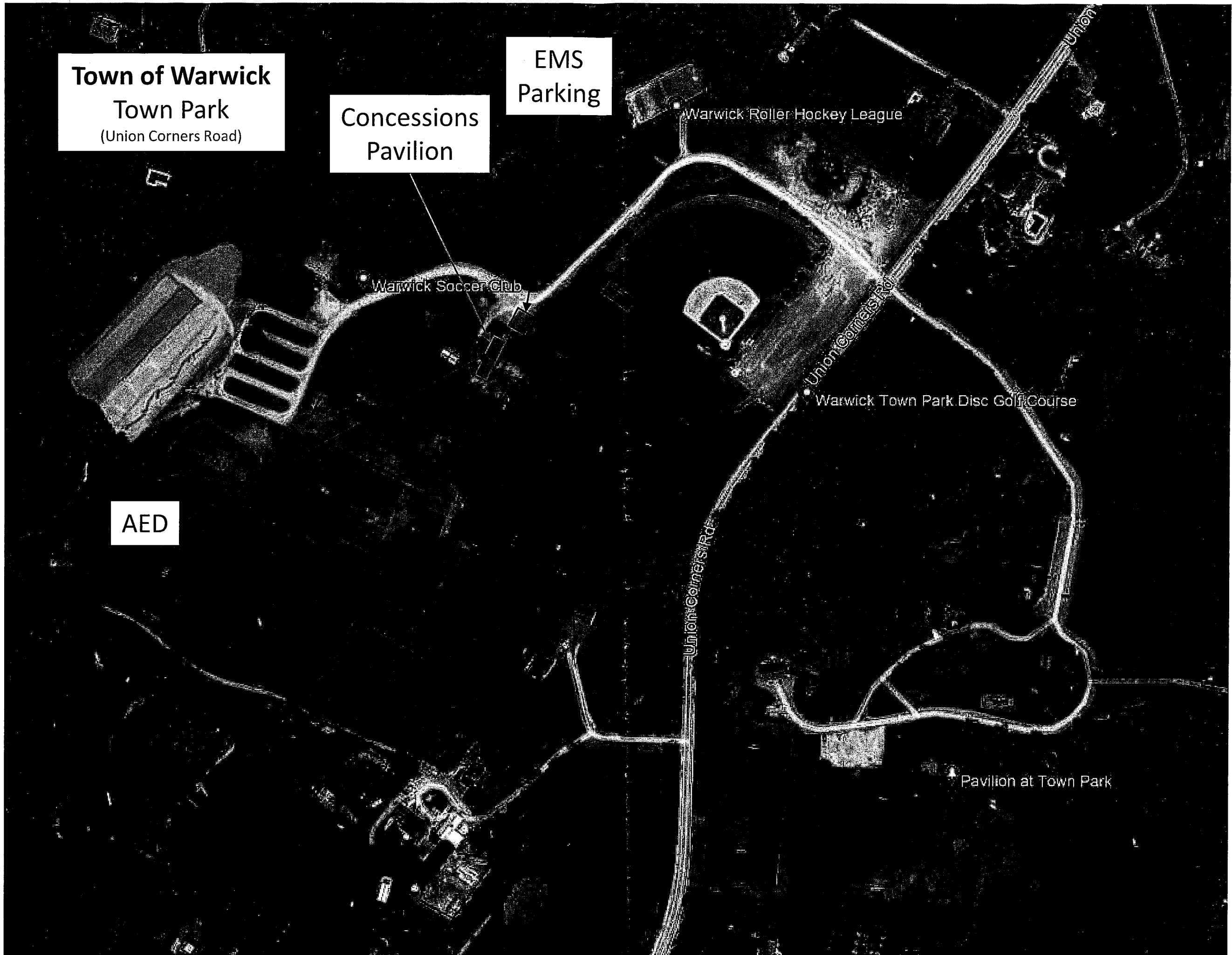
AED

Warwick Soccer Club

Warwick Roller Hockey League

Warwick Town Park Disc Golf Course

Pavilion at Town Park

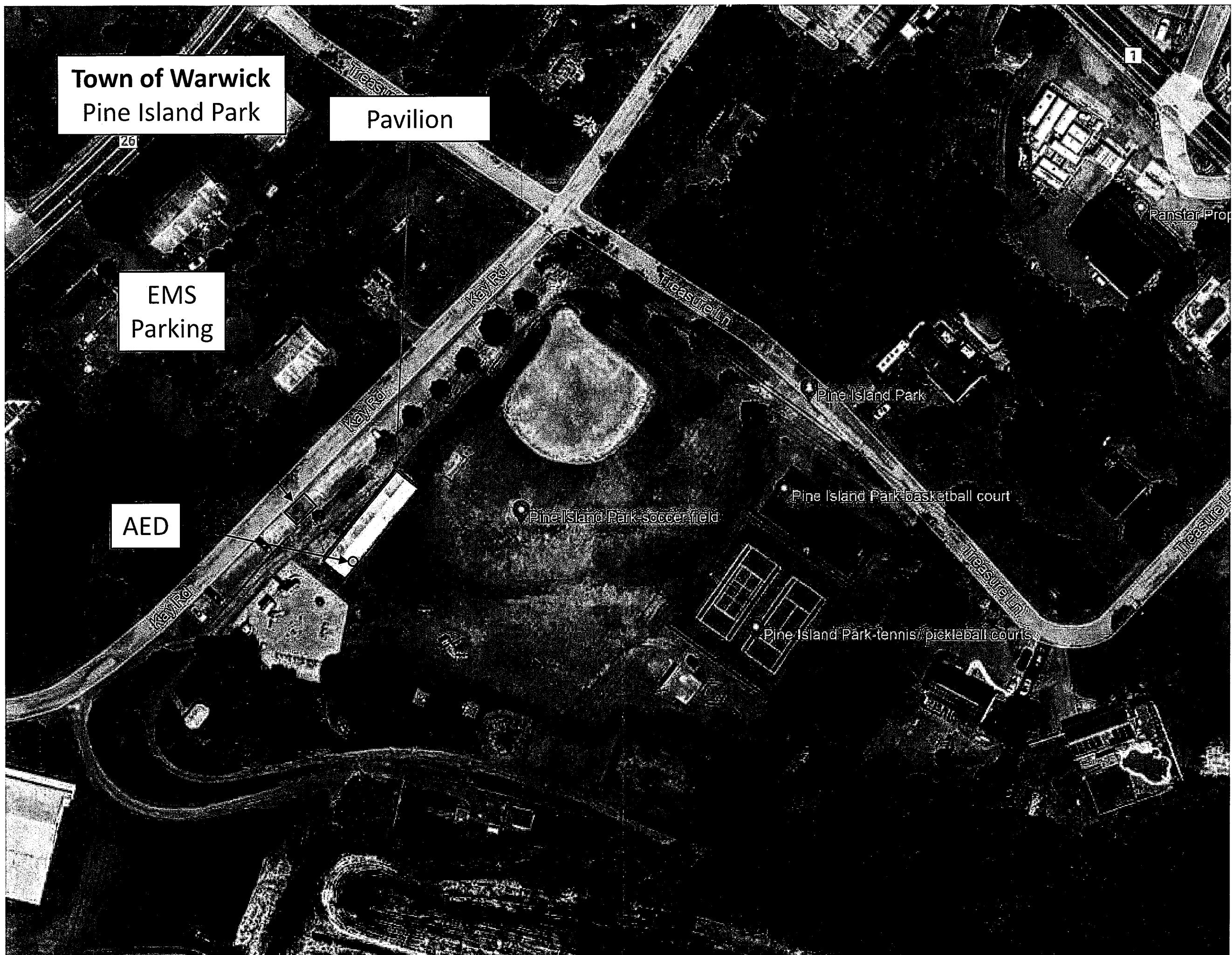


Town of Warwick
Pine Island Park

Pavilion

EMS
Parking

AED



Town of Warwick Emergency Action Plan for Medical Emergencies at Town Fields

Date: 4/16/2024

The following is the Emergency Action plan (EAP) for medical emergencies when using Town of Warwick Fields. The plan provides for the coordination between the Town of Warwick, the Warwick Police Department, the Warwick EMS, and league/organizations using Town of Warwick Fields. The EAP should be reviewed and updated regularly by the Commissioner of Parks and the Town Recreation Director. Additionally, the EAP must be approved by the Town Supervisor and Town of Warwick Board. The Town Commissioner of Parks and the Recreation Director should work closely with local leagues/organizations to assist as needed with the implementation of the EAP to better prepare for medical emergencies at the fields.

Table of Contents

1. Emergency Numbers
2. Emergency Personnel
3. Chain of Survival
4. Emergency Equipment & Location
5. Venue Location with Map & AED/EMS Parking Location
6. Emergency Action Plan Check List
7. Town of Warwick AED Law Acknowledgment

1. Emergency Numbers

Medical Emergency **911**

Warwick EMS (845) 986-5000

Warwick Police Department Emergency (845) 986-5000

Warwick Fire Department (845) 986-5000

Code Blue Box with AED will directly call the Warwick Police Department when the red button is pushed

2. Emergency Personnel

The first responder(s) during a medical emergency at the fields are typically the coach/volunteers, board member, or a parent. Individuals providing care should provide care to the level of his/her training. Having training in basic first aid, CPR, AED, and the EAP saves lives. NY State now requires by law coaches/volunteers to have AED training.

The four basic roles within the Emergency Personnel Team are:

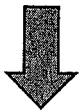
1. Establish scene safety and provide immediate care for the athlete. **Check – Call – Care**
2. Activate the Emergency Action Plan.
3. Retrieve Emergency Equipment (AED, First Aid Kit).
4. Direct EMS to the Scene.

3. Emergency Chain of Survival

Coach or First Responder at the Scene



CHECK the Scene & the Victim



If Life Threatening Condition



CALL

9-1-1 OR Press button on Code Blue Box of AED. This calls Warwick Police Department. Stay on the Line and answer the dispatcher's questions such as nature of emergency, specific location at fields of injured person, condition of injured person, and more. The dispatcher will remotely open the AED and also send EMS to your location. (The individual that calls 911 by pressing the blue box button may not be the first responder that is currently caring for the victim.)



CARE (For Cardiac Arrest open the AED and follow the prompts)

Provide care to the level of your training

Continue care until EMS or Warwick PD (someone with higher level of training takes over care)

Continued Professional CARE by PD or EMS



Warwick PD to CALL Chief of Police and Town Supervisor based on Level of Emergency and responding officer's discretion:

Chief of Police John Radar (845) 879-9629

Town Supervisor Jesse Dwyer (845) 879-3521

4. Emergency Equipment & Location

AEDs are located at the following locations:

Park Name	Park Address	AED Location	Type of AED
Airport Park	Airport Road Warwick	TBD	TBD
Pine Island Park	Treasure Lane Pine Island	Main Pavilion	Code Blue Box with direct call to PD
Town Park	117 Union Corners Road Warwick	Snack Stand/Pavilion	Code Blue Box with direct call to PD
Town Park - Disc Golf Side	116 Union Corners Road Warwick	TBD	TBD
Wickham Woodlands	169 State School Road Warwick	TBD	TBD

5. Venue Location with Map

AED & EMS Parking Locations included

6. EAP Check List for Town Park Commissioner and Recreation Director

*Season – the term season refers to Fall Season and Spring Season for League/Organizations using Town Fields

Pre-Season

- AEDs are checked quarterly & inspection recorded by Town PD and Town Park Commissioner
- Town Park Commissioner to Set Up Any Necessary Repairs for AED
- Town Park Commissioner to Ensure Repairs have been Made and Recorded
- Recreation Director to Check Emergency Parking Area Signs at Fields & Replace as Needed
- Town Clerk to Review Town of Warwick Athletic Permit for Field Use Application with AED Law Acknowledgment Sign-Off
- Town Clerk to ensure Town of Warwick Athletic Permits for Field Use with over 500 people attending the event must submit a Safety Plan or EAP with the application and provide on-site First Aid Station with certified trained individual(s)
- Recreation Director to Review Safety Plan for events of 500
- Recreation Director to Send leagues/organizations the Town of Warwick EAP for Medical Emergencies at Fields

During Season

- AEDs are checked/reported quarterly by Town PD and Town Park Commissioner
- Maintain up-to-date contact information for league/organization leaders by Recreation Director
- Site visit to Town Fields during league/organization use by Recreation Director
- Recreation Director to Talk to league/organization leaders and take action on reported areas of concern related to safety
- Inspect EMS Parking adherence by Recreation Director
- Recreation Director to Report safety concerns to Town Supervisor
- Keep reported concerns on Record with corrective status at Recreation Office
- Recreation Director and Police Department to Review Accidents/EMS at Town Fields to make any necessary corrections and document

Post Season

- Continue to monitor/report quarterly AED checks by Police Department and Town Park Commissioner
- Recreation Director to Meet with leagues/organization leaders for feedback
- Recreation Director to Review any reported accidents & Revise EAP as needed by Recreation Director
- Recreation Director to Provide support to leagues/organization as it relates to the EAP and New AED Law

- Recreation Director to Update Town of Warwick Athletic Permits for Field Use application

7. Town of Warwick AED Law Acknowledgment (will be included in Town of Warwick Athletic Field Use Permit Application)

In accordance with the NY State AED Law S.7424 all camps and youth sports programs with more than 5 teams shall implement a plan for cardiac emergencies using an AED. Sports programs under 5 teams will make a "best effort" to comply with the law. The camp/youth sports programs is responsible for ensuring at least one board member/coach/volunteer or other qualified adult is present at each camp, game, practice, or tournament and who has successfully completed a nationally recognized training course within the preceding twenty-four months of each such camp session, game/tournament, and/or practice.

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Title of League/Camp Representative: _____

Date: _____

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Warwick Town Clerk

RECEIVED

MAY 20 2024

**TOWN OF WARWICK
TOWN CLERK**

From: Samantha Walter
Sent: Saturday, May 18, 2024 12:05 PM
To: Warwick Town Clerk
Cc: Town of Warwick Supervisor
Subject: EAP's for TOW - Board Approval
Attachments: EAP for Warwick Leagues-Camps Using Town Fields.docx; TOW EAP for Town Fields.docx; Town Park (Union Corners Road).pdf; Pine Island Park.pdf; AED Costs.docx

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Name of League/Camp Representative: _____

Title of League/Camp Representative: _____

Date: _____

Please let me know if you have any questions. I know it's a lot of information!

Thank you,

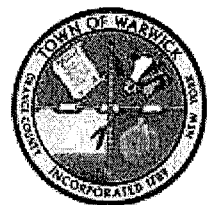
Sam Walter

Recreation Director

Town of Warwick

RecreationDirector@TownOfWarwick.org

Cell: (845) 258-0670



AED Costs

RECEIVED

MAY 20 2024

TOWN OF WARWICK
TOWN CLERK

Cost to install AED at Town Park in 2021

Account	Item	Quantity	Unit	Date	Description	Amount
A00.00.7330.200	EQUIPMENT-PINE ISLAND REC					
VC 00070562-001	7623	8/2021	08/02/2021	P.I. PARK-DEFIBRILLATOR, AED HEARTSTART Bank/Check #: ST/059743	1,167.33	
Vendor: MCKESSON MEDICAL-SURGICAL GOV'T SO						
VP 00001159-001	7928	4/2022	04/26/2022	P.I. AED R 2022-114 Bank/Check #: PK/A01049	3,034.00	
Vendor: WVT						
VC 00070901-001	7657	9/2021	09/03/2021	P.I. PARK-INSTALL AED-LABOR/PARTS Bank/Check #: ST/060002	10,017.72	
Vendor: J.M. ELECTRIC & SON INC.						
					**PREV BALANCE	

JM Electric

jmelectric@warwick.net

\$9,100 to install the Code Blue Box. (Calls EMS directly when blue button is pushed.)

Does not include the AED or phone line.

Estimate date: 4/10/24

Estimated total costs for Code Blue Box \$13,500

Advantage Emergency Devices

Patrick FitzGerald pat@advantageaed.com

\$2,702 to 3,817 depending on AED of choice.

Requires code to open AED. Police Department also has code and can give it to the person that calls 911.

No direct call to EMS.

Estimate date: 3/27/24 (good for 30 days)

Eastern NY Youth Soccer Affiliates

Patrick FitzGerald pat@advantageaed.com

\$1,320 AED (HeartSine 360P) only (20% discount)
No protective case. No direct call to EMS.

Estimate date: spring 2024 promo

AED Team (on-line site)

Aedteam.com

CE-TEK 4000 Outdoor AED Enclosure
\$2,460
With Philips HeartStart AED

<https://aedteam.com/products/ce-tek-4000-all-weather-aed-enclosure?variant=39394827927684>

All weather enclosure with combination lock. When you call 911, dispatch will give you the code to unlock the AED. Does require electric hook up for heat to protect the AED from colder weather.

Estimate Date: 4/29/24

Code Blue Corporation

dmabrito@codeblue.com | www.codeblue.com

\$7,620 Code Blue Box
Code Blue Box without AED and without phone and electric installation \$7,620. See attached estimate for box.

Estimate Date: 4/29/24

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN THE
TOWN OF WARWICK
AND THE
GREENWOOD LAKE UNION FREE SCHOOL DISTRICT**

WHEREAS, the Greenwood Lake Union Free School District (hereinafter "School District") requires police coverage to supplement its supervision and safety of students, staff and visitors in the school buildings and at school events; and

WHEREAS, the Town of Warwick (hereinafter "Town") wishes to provide the School District with police services at the school buildings and at events; and

WHEREAS, Article 5 (Section 119-o) of the General Municipal Law authorizes the Town and the School District to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, the parties hereto wish to enter into a written agreement delineating the terms and conditions of the relationship between the parties;

THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be from July 1, 2024 through June 30, 2025 in accordance with the terms hereof.
2. The Town Board and the Board of Education of the School District, in conjunction with the Warwick Police Department ("Police Department"), establish the following goals and objectives with regard to the Officers in the Schools:
 - (a) to maintain a safe campus environment that will be conducive to learning;
 - (b) to serve as consultants to school staff, parents, and students on safety matters and any other matters which will provide a better environment for the students and staff in which to pursue their respective tasks,
 - (c) to serve as role models.
3. The Town Board agrees, in conjunction with the Warwick Police Department, to provide, during summer school hours one (1) part-time Police Officer during the 10-month school year two (2) part-time Police Officers ("Officers") including one (1) Officer assigned to after-school events to the School District during the term of this Agreement. The Officers will work on a rotating basis. The Officers shall be subject to the administration, supervision and control of the Town of Warwick Police Department, unless otherwise provided in this Agreement.
4. The Officers assigned will be selected by the Chief of Police and Superintendent of Schools.

5. The selected Officers shall be assigned by the Chief of Police of the Warwick Police Department to the Greenwood Lake Middle School but such Officers may be assigned to another school should the need arise, at the direction of the Superintendent of Schools or his/her designee.
6. It is understood and agreed that the Officers to be appointed by the Police Department shall have the following qualifications:
 - a) Shall be part-time police officers with law enforcement experience.
 - b) Shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations.
 - c) Shall be capable of conducting in depth criminal investigations.
 - d) Shall possess an even temperament and set a good example for students and staff.
 - e) Shall possess communications skills that would enable the Officers to function effectively within the School environment.
7. The following are duties of the Officers:
 - a) Shall abide by School Board policies and consult with and coordinate activities through a given school's principal. However, the Officers shall remain fully responsible to the Police Department in all matters relating to employment and supervision. While working in the schools, the Officers will take direction from the building principal and/or the Superintendent of Schools or designee.
 - b) Shall maintain a look-out for irregular occurrences in the schools and at school events such as trespassers, assailants, arsonists, as well notify the building principal and/or Superintendent of Schools of any such occurrences.
 - c) Shall be required to staff the Welcome desk, sign guests in, and perform other school greeter duties as assigned.
 - d) Shall encourage group discussions about law enforcement with students, staff and parents.
 - e) Under no circumstances shall an Officer be a school disciplinarian. The Officers will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law and unless requested by the building principal or Superintendent of Schools.
 - f) May attend meetings with parent groups and faculty groups to encourage their support and understanding of the Officers' responsibilities and to promote awareness of law enforcement functions. When such meetings are outside the normal workday, the Officer's schedule shall be adjusted when possible to avoid unnecessary overtime.
 - g) Shall confer with the principal of each of the schools to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities.
 - h) Shall perform such duties as determined by a given school principal or the Superintendent of Schools. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the Officers from being available in areas where interaction with students is expected.

- i) Shall familiarize themselves with and abide by Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board.
 - j) Shall initiate law enforcement action as necessary and notify the school principal as soon as possible and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities at the principal's direction.
 - k) Shall, upon the request of the building principal or Superintendent of Schools or designee, assist school administrators with the handling of contraband and controlled substances to enable proof of a chain of custody in matters of student discipline that may arise from time to time.
 - l) In order to assure the peaceful operation of school-related programs, the Officers shall, whenever possible, participate in or attend school functions. When such functions are outside the normal workday, the Officer's schedule shall be adjusted when possible to avoid unnecessary overtime.
 - m) Shall reaffirm the role as law enforcement officers by wearing the Warwick Police uniform, unless doing so would be inappropriate for scheduled school activities as determined by the Superintendent or designee. However, the uniform shall be worn at events where it will enhance the image of the Officers and their ability to perform their duties.
 - n) Shall, whenever possible, coordinate with the principal and be responsible for law enforcement and security activity at extracurricular events as determined by the principal.
8. It understood and agreed that at all times while the Officers are stationed at one of the schools within the School Board's jurisdiction, the Officers shall remain employees of the Warwick Police Department and follow the Chain of Command as set forth in the Department's Rules and Regulations Manual, adhering to all policies and procedures of the Police Department.
9. The Officers will work the same calendar year as 10-month support staff in the School District, including pre-school year and post-school year meetings.
10. The School District will pay the Town at the rate of \$33.50 to \$34.42 (2.75%) per hour of service. Overtime compensation shall be paid after 8 hours of service in a day.
11. The School District shall reimburse the Town for the cost of training, uniforms, vests and holsters for any new hires. If the Officer works in another capacity, for another organizations, the cost of training, uniforms, vests and holsters shall be shared proportionality. These incidental expenses shall not exceed \$3,000 per officer or \$6,000 per year. The School District shall not reimburse the Town for any fringe benefit costs. In addition, the School District shall reimburse the Town \$5,140 toward the position of an additional Sergeant.

12. The Town shall submit invoices for police services to the School District on a monthly basis or as otherwise agreed to by the parties. Such invoices shall be paid by the School District within 45 calendar days of receipt of the invoices.
13. It is understood and agreed that the Officers, in pursuing the performance of their duties, shall coordinate and communicate with the school principal or the principal's designee.
14. The Police Department shall provide the appropriate in-service training for the Officers, to enable the Officers to function effectively. However, the School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to student and staff safety. The Officers will be required to attend mandatory departmental police training during the year (e.g., firearms, etc.).
15. The Police Department may provide a standard marked patrol vehicle and bicycle for the Officers, if available. The vehicle shall be maintained by the Warwick Police Department, providing among other things fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the Officers with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the Officer's duties as a police officer. The School District will provide a radio compatible with school frequencies and a telephone for use by the Officers.
16. It is understood and agreed that the Superintendent or his designee and the Chief of Police or his designee shall evaluate annually the Officers and the performance of the Officers on forms to be developed jointly by the Superintendent or his designee and the Chief of Police or his designee. Such evaluation by the Superintendent and the Chief of Police shall be performed in order to evaluate the performance of the Officers in accordance with the Police Department rules and regulations and the School District requirements, and also to ascertain what, if anything, can be done to improve the Officers Program.
17. The Town and the School District shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
18. Neither the Town nor the School District may assign this Agreement.
19. It is expressly understood and agreed that the Town and School District shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
20. This Agreement may be renewed upon mutual agreement of the governing boards of the Town and the School District. The Town and the School District may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent

by certified mail, return receipt requested, by personal delivery or reputable overnight service.

21. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

22. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties agree to attempt to resolve the dispute by discussion. If the dispute cannot be resolved informally, any action or proceeding arising under this Agreement shall be brought in a court of competent jurisdiction in Orange County, New York.

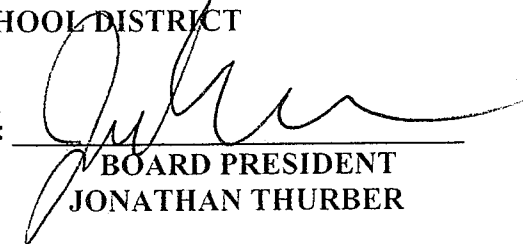
23. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

TOWN OF WARWICK

**GREENWOOD LAKE UNION FREE
SCHOOL DISTRICT**

BY: _____
TOWN SUPERVISOR
JESSE DWYER

BY: 
BOARD PRESIDENT
JONATHAN THURBER

DATE: _____

DATE: 5/21/24



ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS

Erik Denega, P.E., PMP
Commissioner

P.O. Box 509, 2455-2459 Route 17M
Goshen, New York 10924-0509

www.orangecountygov.com

TEL (845) 291-2750

FAX (845) 291-2778

Steven M. Neuhaus
County Executive

May 23, 2024

VIA MAIL and E-MAIL (dot.sm.r08.trafficsafety@dot.ny.gov)

Gerald Charleston, P.E.
NYSDOT Region 8 Traffic Engineer
Eleanor Roosevelt State Office Building
4 Burnett Boulevard
Poughkeepsie, New York 12603

RECEIVED

MAY 23 2024

TOWN OF WARWICK
TOWN CLERK

Subject: Speed Limit Reduction Request
County Road 13 (Kings Highway)
Between Village of Warwick Line and Kings Elementary School/Chancellor Lane (≈1.5 miles)
Town of Warwick Orange County, New York


Dear Mr. Charleston:

Please see the enclosed TE-9 application, certified copy of the Town Resolution, and relative correspondence requesting a speed limit reduction from 50 MPH to 35 MPH along County Route 13 (Kings Highway) in the Town of Warwick from the Village of Warwick Village Line (just south of Benedict Drive) to King's Elementary School/Grace Community Church/Chancellor Lane in the Town of Warwick. These items are being submitted on behalf of the Town of Warwick for your review and consideration.

If you have any questions or concerns regarding this request, please feel free to contact me via phone at (845) 291-2764 or via e-mail at mvillarosa@orangecountygov.com. Thank you.

Yours truly,

Orange County Department of Public Works


Michael Villarsosa, P.E.
Principal Engineer

Enclosures

Copy: Erik Denega, P.E., PMP, Commissioner, Orange County Department of Public Works (*via e-mail*)
Ryan McGuire, P.E., Deputy Commissioner, Orange County Department of Public Works (*via e-mail*)
Eileen Astorino, Town Clerk, Town of Warwick (*via mail and e-mail*)

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

May 17, 2024

Erik Denega
Commissioner, Public Works
P.O. Box 509, Route 17M
Goshen, NY 10924

RE: Speed Limit Reduction Request

Dear Mr. Denega:

At the regular meeting of the Town of Warwick held on Thursday, May 16, 2024 the Town Board voted unanimously to adopt Resolution #R2024-208 requesting the NYS Department of Transportation (NYSDOT) to review our request to lower the speed limit from 50mph to 35 mph on County Rt.13/Kings Highway (from the Kings Elementary School to the Village of Warwick Line). In the interest of the safety of our town residents, please consider this request and take the necessary steps to reduce the speed limit.

Enclosed are completed TE 9 forms along with the corresponding Tax Maps showing the location of each road and a certified copy of the resolution.

If you have any questions regarding this matter, please feel free to give our office a call at the above telephone number.

Sincerely,

Eileen M. Astorino
Town Clerk/Registrar

CC: DPW Commissioner

ORANGE COUNTY DEPARTMENT
OF PUBLIC WORKS
2024 MAY 21 PM 12:22

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 #R2024-208 REQUEST SPEED REDUCTION – KINGS HIGHWAY was adopted at the regular meeting of the Town Board of the Town of Warwick duly called and held on Thursday, May 16, 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 17th day of May 2024.

SEAL


Eileen M. Astorino, Town Clerk

#R2024-208 REQUEST SPEED REDUCTION – KINGS HIGHWAY

Motion Councilman Mattingly, seconded Councilman DeAngelo to adopt a resolution to file the necessary TE9 forms with the County of Orange to request the NYS Department of Transportation, pursuant to Section 1622.1 of the Vehicle and Traffic Law, to lower speed limit from 50mph to 35mph on Kings Highway between Kings School and Colonial Ave. in the Town of Warwick.

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

N.Y.S. Department of Transportation
Regional Traffic Engineer
Region No. 8
4 Burnett Boulevard
Poughkeepsie, New York 12603

NYSDOT:

The Town Board of the Town of Warwick, by a resolution adopted May 16, 2024, and the County Superintendent of Highways of the County of Orange, hereby requests the Department of Transportation, pursuant to Section 1622.1 of the Vehicle and Traffic Law, to establish a lower maximum speed at which vehicles may proceed on

Circle one:

Town Road

County Road

State Highway

County Rt 13 (Kings Highway), a
Road Name

Between Kings Elementary School and Colonial Avenue.

Upon receipt of the notice that the regulation herein requested has been established, the County of Orange will provide, install and maintain signs in accordance with the Vehicle and Traffic Law and conforming to the Manual of Uniform Traffic Control Devices of the Department of Transportation.

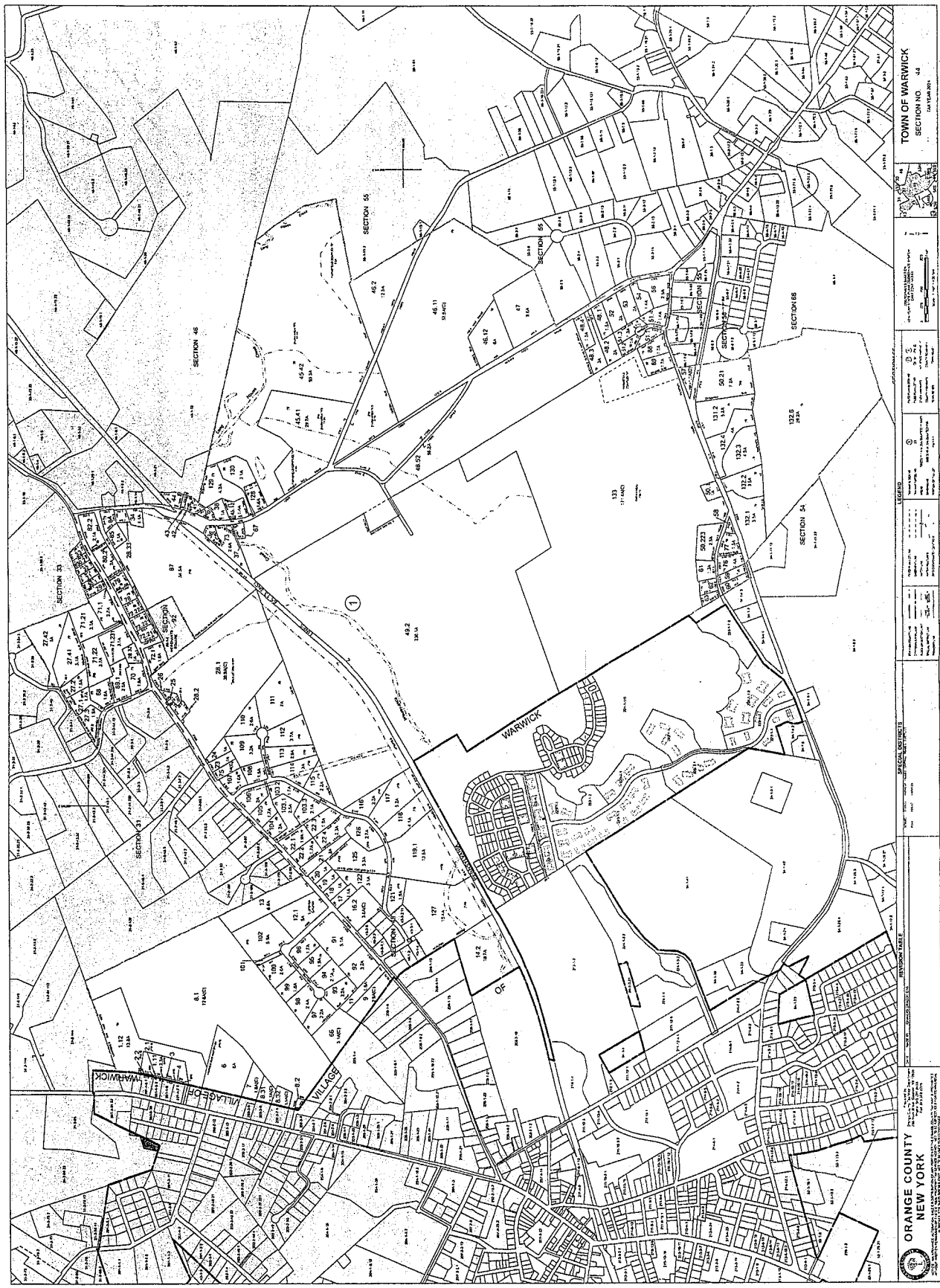
Dated: May 17, 2024

Eileen M. Astorino
Town Clerk Eileen M. Astorino

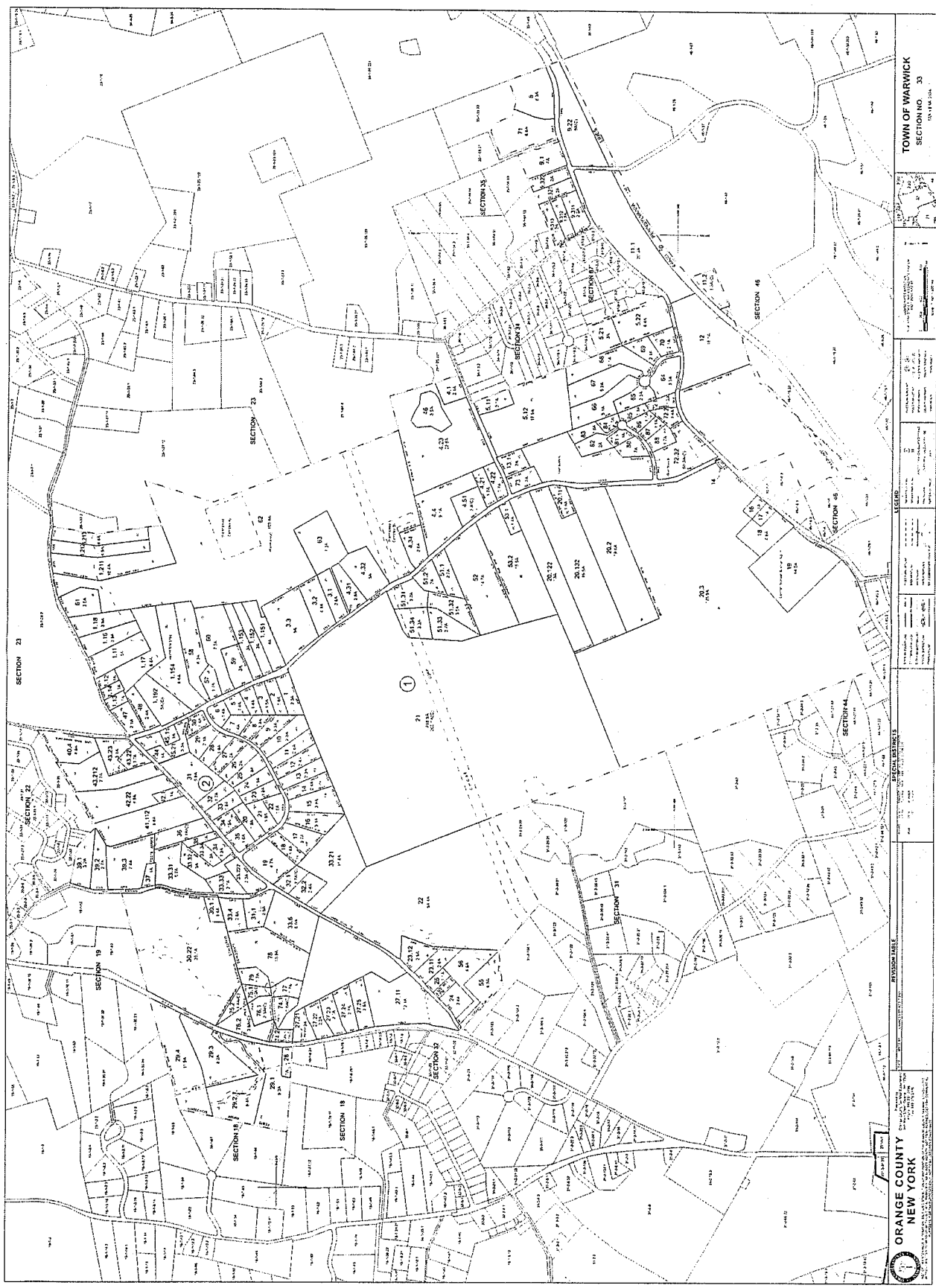
Dated: 5/23/24

Eric Deery
County DPW Commissioner

Comments by County Superintendent:



ORANGE COUNTY
 NEW YORK
 TOWN OF WARWICK
 SECTION NO. 43
 1854



ORANGE COUNTY
NEW YORK

TOWN OF WARWICK
SECTION NO. 33

LEGEND

SECTION TABLE

LOCAL DISTRICTS

Warwick Town Clerk

From: Villarosa, Michael <MVillarosa@orangecountygov.com>
Sent: Thursday, May 23, 2024 11:49 AM
To: dot.sm.r08.trafficsafety@dot.ny.gov
Cc: Denega, Erik; McGuire, Ryan; Warwick Town Clerk
Subject: CR 13 - Speed Limit Reduction Request
Attachments: 2024-05-23 (CR 13) Charleston-Speed Limit Reduction Request.pdf

Good morning Region 8 Traffic and Safety,

Please see the attached correspondence regarding a Speed Limit Reduction Request along County Route 13 (Kings Highway) from the Warwick Village/Town Line (just south of Benedict Drive) to King's Elementary School/Grace Community Church/Chancellor Lane in the Town of Warwick. A hard copy of this request was also mailed to your Poughkeepsie office today, Thursday, May 23, 2024. Thank you.

Michael Villarosa, P.E.

Principal Engineer

Orange County Department of Public Works
2455-2459 Route 17M – PO Box 509 – Goshen NY 10924
mvillarosa@orangecountygov.com | 845.291.2764

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.

RECEIVED
MAY 23 2024
TOWN OF WARWICK
TOWN CLERK

X

TOWN OF WARWICK

ASSESSMENT DEPARTMENT
Deborah A. Eurich, IAO, Assessor

132 Kings Highway
Warwick, New York 10990
845.986.1123

RECEIVED

MAY 27 2024

TOWN OF WARWICK
TOWN CLERK

RECEIVED


MAY 24 2024

TOWN OF WARWICK
TOWN CLERK

Memorandum

DATE: May 23, 2024

TO: Warwick Town Board

FROM: Deborah Eurich, IAO, Assessor 

RE: Training Request

I respectfully request the Board's approval to attend a 2-day course on Commercial Valuation and Appraisal Critique at the Institute of Assessing Officer's Cornell Seminar held in Ithaca, NY from July 14-16, 2024.

This seminar is important to further enhance appraisal skills, stay current with the law and fulfill the State's annual recertification requirement.

The necessary funds for attending were previously approved by the Town Board in the current budget.

Please contact me with any questions you may have.

RECEIVED

MAY 27 2024

TOWN OF WARWICK
TOWN CLERK

<u>WORK DONE BY DPW</u>		
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
CULVERT PIPES		
CATCH BASINS	Knollcroft Terrace	Replace catch basin back
DRAINAGE		
DITCH WORK	Bellvale Lakes Rd.	Ditch roadsides
	Iron Forge Rd.	Ditch roadsides
	Ball Rd.	Ditch roadsides

<u>WORK DONE BY DPW</u>		
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
CHIP SEAL		
PAVE ROAD		
MICRO SEAL		
TREE WORK	Woods Rd.	Clean up storm debris
	Nob Hill Rd.	Clean up storm debris
	Cliff Rd.	Clean up storm debris
	East Shore Rd.	Clean up storm debris
BRUSH PICK UP		

<u>WORK DONE BY DPW</u>		
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
MOWING	Town wide	Mow roadsides
BALL FIELDS		
POT HOLES	Town wide	Fill with hot mix
ROAD REPAIR		
SNOW PLOWING		

<u>WORK DONE BY DPW</u>		
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
SANDING		
VEHICLE MAINT.	As needed	
EMERG. REPAIRS	As needed	
ROAD SIGNS	Town wide	Replace as needed

<u>WORK DONE BY DPW</u>		
<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
MAIL BOXES		
CURB REPAIR		
HAUL MATERIAL	Stockpile	Haul stone for cold mix paving
WATER DEPT.	Park Dr.	Repair water main
TOWN PARK		

LENGTH

