

AGENDA – TOWN BOARD MEETING
March 9, 2023
7:30pm

REGULAR MEETING:

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ACCEPTANCE OF MINUTES

- 1. Regular Meeting- February 23, 2023**

CORRESPONDENCE:

BONNIE KANE – Comptroller, Town of Warwick. Letter dated February 28, 2023 to the Town Board regarding the required Justice Audit of the Town of Warwick’s Justice Court financial records and dockets for 2022.

JOHN RADER – Chief of Police, Town of Warwick. Memo dated March 3, 2023 to the Supervisor regarding the 2023 STOP DWI Program.

ERIC D. FUENTES – Manager, Corporate Affairs Orange & Rockland Utilities. Email dated March 3, 2023 regarding Orange & Rockland Collection Activities for Payment Arrears Enter the Next Stage.

JAN DEARING – Member, Committee for Humane Geese Control. Letter dated February 16, 2023 to the Supervisor regarding the Dog Walking Harassment of Canadian Geese Program.

LAURA BARCA – Planning Board Engineer, Town of Warwick. Letter dated March 6, 2023 to the Supervisor recommending the release of Performance Bond for 61 Wawayanda Road, SBL# 61-1-16.4.

LAURA BARCA – Planning Board Engineer, Town of Warwick. Letter dated March 6, 2023 to the Supervisor recommending the release of Performance Bond for 63 Wawayanda Road, SBL# 61-1-16.2

BOARD’S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

Tree Work	Dekay Rd.	Take down dead tree
	Little York Rd	Roadside Brush
Pot Holes	Town Wide	Fill with cold patch
Snow Plowing	Town Wide	Plow 2/27/23 – 2/28/23
		Sand & Salt roads
	Town Wide	3/3/23- Sand/Salt all roads
Vehicle Maint.	As needed	
Emerg. Repairs	As needed	
Water Dept.	GWL – Jersey Ave	Repair water main break on Jersey Ave.

PARKS DEPARTMENT

Union Corners Park	Open (Bathrooms Closed)	Town
Mountain Lake Park	Open	Town
Town of Warwick Dog Park	Open	Town
Airport Road Park	Open (Bathrooms Closed)	Town
Cascade Park	Open	Town
Wickham Woodland Park	Open	Town
Wickham Passive Boat Launch	Closed	Town
Pine Island Park	Open (Bathrooms Closed)	Town
Thomas P. Morahan Waterfront Park	Beach Closed	Village of GWL
Ben Winstanley Park	Open	Village of GWL
Village of GWL Dog Park	Open	Village of GWL

ENVIRONMENTAL CONSULTANTS REPORT

COUNCILMAN DE ANGELO REPORT

COUNCILMAN KOWAL REPORT

COUNCILMAN GERSTNER REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY’S REPORT

TOWN CLERK’S REPORT

SUPERVISORS REPORT

- 1. Lifeguard Job Fair**
- 2. Code Red Alert – Sign Up.**
- 3. Newest Eagle Scouts**
- 4. St Patrick’s Day in Warwick- 10:30 Line up, 11am parade**
- 5. Journal entries**
- 6. Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

- 1. WARWICK RIDGE II LANDSCAPE BOND**
- 2. WARWICK RIDGE II PERFORMANCE BOND**
- 3. SCHEDULE PUBLIC HEARING – COMMUNITY DEVELOPMENT 2024
HUD GRANT PROJECT SOLICITATION**
- 4. REQUEST TO SERVE ALCOHOL – KIM HOWELL**
- 5. REQUEST TO SERVE ALCOHOL – LYNN WILLEMSE**
- 6. REQUEST TO SERVE ALCOHOL – ROBIN GALLAGHER**
- 7. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – STOP DWI**
- 8. NOTIFY NEW YORK STATE OFFICE OF COURT ADMINISTRATION -
JUSTICE COURT AUDIT**
- 9. REFUND WICKHAM WOODLAND MANOR FEE –MICHAEL IRIARTE**
- 10. AMEND #R2023-87 RE-APPROVE CANADIAN GEESE HARASSMENT
PROGRAM**
- 11. RELEASE PERFORMANCE BOND – 61 WAWAYANDA ROAD, SBL# 61-1-16.4**
- 12. RELEASE PERFORMANCE BOND – 63 WAWAYANDA ROAD, SBL# 61-1-16.2**
- 13. SCHEDULE PUBLIC HEARING AMENDING CHAPTER 129 – SHORT-TERM
RENTALS**

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

TOWN OF WARWICK
INTRODUCTORY LOCAL LAW
AMENDING THE CODE OF THE TOWN OF WARWICK

A Local Law amending Chapter 129 of the Code of the Town of Warwick entitled "Short-term Rental Property" by replacing the entire Chapter with the following, as more fully set forth below:

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

Section 1 –TOWN CODE AMENDED:

Article I

Registration; Rental Permits

§ 129-1 Purpose.

The Town Board of the Town of Warwick does hereby establish regulations for the enactment, enforcement and administration of a rental permit requirement for all short-term rental units within the corporate boundaries of the Town of Warwick and for the periodic registration of all landlords and short-term rental property owners for the purpose of regulating short-term rental property conditions and for maintaining an inventory of available short-term rental housing.

§ 129-2 Definitions.

[Amended 2-24-2022 by L.L. No. 1-2022]

As used in this article, the following terms shall have the meanings indicated:

ABSENTEE LANDLORD

Any natural person owning real property in fee simple who does not reside on the rental property and/or who resides outside the designated boundaries of Orange County as those boundaries may be defined at the time of regular, periodic property registration. All absentee landlords must be natural persons and not corporations, limited liability companies or other similar entities.

BUILDING INSPECTOR

The Building Inspector of the Town of Warwick or such person as appointed by the Town Board to enforce of Chapter 67, Unsafe Buildings, and this article.

[Amended 2-24-2022 by L.L. No. 1-2022]

HOUSING OR DWELLING UNIT

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multihousehold structure or building.

[Amended 2-24-2022 by L.L. No. 1-2022]

IMMEDIATE FAMILY

The immediate family of the owner of a housing unit consists of the owner's spouse, children,

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parents, grandparents or grandchildren.

LANDLORD

Any natural person owning real property in fee simple or resident agent who offers a housing unit for occupancy to persons other than members of his immediate family in exchange for a fee or compensation, whether monetary or otherwise. All landlords must be natural persons and not corporations, limited liability companies or other similar entities.

RESIDENT AGENT

A natural person designated by a landlord or absentee landlord who resides within the designated boundaries of Orange County as defined at the time of periodic property registration. All resident agents must be natural persons and not corporations, limited liability companies or other similar entities. A Resident Agent must be able to respond to the Short Term Rental within one (1) hour of notification by the Town.

SHORT-TERM RENTAL PERMIT

A permit issued by the Town of Warwick stating that the referenced structure or unit conforms to the standards of Chapter 82, Fire Prevention and Building Code Administration, and that occupancy of that structure or unit is permitted for residential use. Any special circumstances or conditions under which occupancy is permitted may be specified on that permit.

SHORT-TERM RENTAL PROPERTY

Any housing or dwelling unit(s) which are occupied by persons other than the owner or his immediate family for which a fee or compensation, monetary or otherwise, is received by the owner or landlord in exchange for such occupancy for a period of less than 30 days, which shall include but not be limited to rentals provided by such companies as Air BnB and VBRO. Month to month tenancies are not considered short- term rental properties.

SUBSTANDARD

Any deficiency in a structure or housing unit that does not meet the standards of Chapter 82, Fire Prevention and Building Code Administration, as amended.

§ 129-3 Short-term rental property registration and permit requirement.

A. All landlords and resident agents must register and obtain a short-term rental permit from the Town of Warwick within 30 days of the effective date of this article and/or before any housing or dwelling unit is utilized as a short-term rental property. Initial registration will begin within 30 days after this article becomes effective. It is the responsibility of the landlord or resident agent to register any short-term rental property as required in this article, and failure to do so shall constitute a violation of these regulations and is subject to the penalties set forth herein. All absentee landlords must have a resident agent for all short-term rental properties. Any substandard condition identified during an annual inspection must be corrected by the landlord before a short-term rental permit shall be issued.

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B. Presumption of a Dwelling Unit as a Short-term Rental

1. The presence of the following shall create a presumption that all or part of the property is being used as a Short-term Rental:

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(a) All or part of the property is offered for lease on a short-term rental website, including but not limited to Airbnb, Home Away and VRBO, for a period of less than 31 days; and/or

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(b) All or part of the property is offered for lease for a period of 31 days or less through any form of advertising.

2. The foregoing presumptions may be rebutted by evidence presented to the Code Enforcement Officer that the premises is not operated as a Short-term Rental.

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C.B. The registration for a short-term rental permit shall be on a form approved by the Building Inspector in accordance with the provisions of this section, and contain a minimum the following information:

- (1) Address of the rental unit;
- (2) The number of rental units in each building;
- (3) The number of conventional bedrooms in the dwelling;
- (4) The applicable overnight and daytime occupancy limit of the unit;
- (5) ——— The types and placement of any fire protection systems located in each building;
- (6) ——— The number and location of all exits;

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(7) An accurate suitable floor plan for each level of the dwelling unit that can be occupied measuring 8.5 inches by 11 inches, drawn to scale and certified by the applicant. The floor plan does not have to be prepared by a professional but must include the following:

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(a) The location of building

(b) The location of required parking.

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(c) Basement- location of house utilities and all rooms including bedrooms, bathrooms, windows, exits and heating /cooling units.

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(d) First Floor - -all rooms including bedrooms, bathrooms, windows, exits and heating /cooling units, floor plan indicating the placement and size of each conventional bedroom, exit and fire protection system;

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(e) Second Floor- all rooms including bedrooms, bathrooms, windows, exits and heating /cooling units.

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(f) Attic (if any) - all rooms including bedrooms, bathroom, windows, exits and heating /cooling units.

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(8) A listing of each manner or mechanism through which the rental unit is and/or will be listed for rental; and

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(9) The fully completed form must be notarized;

(10) ——— Written proof that any septic system has been maintained and meets the requirements of Town Code § 100-9B; no property equipped with a cesspool may be used for short-term rental;

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(11) Written proof of liability insurance for the property with policy limits in an amount of no less than \$1,000,000;

- (12) Name, social security number, telephone number, e-mail address, mailing address and physical address of the landlord and registered agent (a post office box is acceptable);
- (13) If the owner is an association, partnership, limited liability partnership, corporation, joint tenancy, tenancy in common, tenancy by the entirety, or other entity, the name of each and every owner, officer, partner or general interest partner, and the name of their interest shall also be disclosed;
- (14) If the owner is a business entity, the tax identification number, and the name, telephone number, e-mail address, mailing address and physical address of the owner's agent;
- (15) Acknowledgment of receipt and inspection of the Code of the Town of Warwick Chapter 129; and

(16) The fully completed form must be notarized.

(17) Sample Rental contract must be provided which includes the following:

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(a) Maximum property occupancy;

(b) Maximum on-site parking provided; and

(c) Good Neighbor Statement stating:

(1) The Short-term Rental is in a residential area of the Town of Warwick and renters should be considerate of residents in neighboring homes.

(2) Guests must observe quiet hours from 10 p.m. – 7 a.m.

(3) All renters will be subject to New York Penal Code section 240.20 or any successor statute regarding disorderly conduct.

(4) Littering is illegal

DC. All registered agents shall accept service of process on behalf of the landlord of all notices given pursuant to this article. If a resident agent moves from Orange County, the landlord must immediately designate a new resident agent in writing to the Town for the duration of the period of any short-term rental permit, and the failure to do so shall render the permit null and void.

DE. Leaseholders and tenants may not engage in short-term rentals.

FE. All short-term rental permits shall expire one year after the date of issuance, unless sooner revoked.

GF. No more than two short-term rental permits will be issued to a landlord or absentee landlord. **[Added 2-24-2022 by L.L. No. 1-2022]**

H. Short-Term Rental permits are subject to continued compliance with the requirements of these regulations.

(1) If the Code Enforcement Officer has probable cause to believe that the homeowner is not in compliance with the provisions of this Law, the Code Enforcement Officer may request permission from an owner of the Short-Term Rental permit to enter the premises and to conduct an inspection of the Short-Term Rental property for purposes of ensuring compliance

with this Section. If the property owner refuses to permit the Code Enforcement Officer to inspect the property, the permit will be revoked. If an inspection authorized herein is conducted, the Code Enforcement Officer shall use the results of such inspection in determining whether to revoke the permit.

(2) The Short-Term Rental permit, maximum occupancy limit, maximum parking, contact form and standards shall be prominently displayed inside and near the front entrance of the Short-Term rental; and

(3) The Short-Term Rental permit holder shall ensure that current and accurate information is provided to the Code Enforcement Officer and that they notify the Code Enforcement Officer immediately of any change in the information displayed on the permit. If, based on such changes, the Code Enforcement Officer issues an amended Short-Term Rental permit; the owners must immediately post the amended permit inside and near the front entrance of the Short-Term Rental.

(4) The Short-Term Rental permit holder must conspicuously display the Short-Term Rental permit number in all advertisements for the applicable Short-Term Rental

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§ 129-4 Application for renewal of permit.

- A. Application for renewal of the short-term rental permit is due 30 days prior to its expiration and requires payment of the renewal fee.
- B. At the time of application for renewal, the landlord and/or registered agent, if applicable, must present the expiring permit.
- C. The renewal shall only be renewed after reinspection of the subject premises by the Building Inspector pursuant to § 129-5, and any reported violations must be remedied prior to the renewal of a short-term rental permit.

§ 129-5 Inspections of short-term rental units.

- A. Inspections of all short-term rental properties shall be conducted on an annual basis to determine compliance with Chapter 67 and Chapter 82.
- B. All inspections finding substandard conditions will be subject to the procedures set forth for violation of Chapter 67, Unsafe Buildings, as amended.
- C. Inspections shall be conducted and work descriptions shall be compiled and issued by the Building Inspector.
- D. The Building Inspector will be responsible for arranging for the inspection of rental units and for initiating any other appropriate action under these regulations. The Building Inspector will give special consideration to any request that inspections be conducted during nonbusiness hours for the convenience of the tenant(s). In the absence of such a request, the inspections will be conducted during normal business hours as defined by the town business hours in force at the time.
- E. The annual inspection fee is \$50 for each short-term rental property. If the short-term rental property fails, there shall be no fee for the first reinspection. There shall be a fee of \$25 for each subsequent reinspection.

§ 129-6 Grounds for denial of application for permit or renewal permit.

The Building Inspector may deny an application for a short-term rental permit or renewal permit based upon, among others, any of the following grounds:

- A. The application does not fully comply with the provisions of this article.
- B. The applicant has falsified or failed to provide information in the application for a permit, registration of property, or registration of landlord or absentee landlord. **[Amended 2-24-2022 by L.L. No. 1-2022]**
- C. The applicant had been issued a short-term rental permit, which was in effect in any part of the calendar year immediately preceding the date of application, and the applicant falsified or failed to provide information in the application for a permit, registration of property, or registration of landlord or absentee landlord, upon which such short-term rental permit had been issued. **[Amended 2-24-2022 by L.L. No. 1-2022]**
- D. The applicant violated any provision of this article during the calendar year immediately preceding the date of application or during the calendar year in which the application was made.
- E. The applicant has had a short-term rental permit revoked for cause during the calendar year immediately preceding the date of application or during the calendar year in which the application was made.
- F. The property for which a short-term rental permit is sought was used or occupied in violation of this article during the calendar year immediately preceding the date of application or during the calendar year in which the application was made.
- G. The property for which a short-term rental permit is sought is not equipped with a single-station smoke-detecting alarm device and carbon monoxide detector device, or devices, in accordance with New York State standards.
- H. The property for which a short-term rental permit is sought does not possess adequate exits in accordance with New York State standards.

§ 129-7 Grounds for revocation of permit.

- A. The Building Inspector may serve a notice of revocation of a short-term rental permit based upon, among others, any of the following grounds:
 - (1) The landlord, absentee landlord or resident agent applicant has falsified or failed to provide information in the application for a permit, application for renewal of a permit, registration of property, or registration of landlord or absentee landlord. **[Amended 2-24-2022 by L.L. No. 1-2022]**
 - (2) The applicant violated any provision of this article during the term of the short-term rental permit.
 - (3) The applicant or any tenant violated any provision of the Code of the Town of Warwick.
 - (4) The applicant or any tenant violated any provision of the Penal Code of the State of New York, which violation occurred on, or pursuant to the occupancy of, the short-term rental unit.
 - (5) Any conduct on the premises which is unreasonable under the circumstances and which disturbs the health, safety and welfare of the neighborhood or which otherwise creates a public nuisance.
 - (6) The property for which renewal of a short-term rental permit is sought is not equipped with a single-station smoke-detecting alarm device and carbon monoxide detector device, or devices,

in accordance with New York State standards.

(7) The property for which renewal of a short-term rental permit is sought does not possess adequate exits in accordance with New York State standards.

(8) Advertising or listing a Short-term Rental without a valid permit or registration, or without including the permit or registration number on the advertising or listing, or advertising the Short-term Rental for a greater occupancy than permitted.

(9) Operation of a Short-term Rental without a valid permit or for a greater occupancy than permitted.

(10) Failure to display an annual valid permit or the required safety/egress plan, waste management plan, copy of the Noise ordinance (Chapter 100A) and a property map.

(11) Violation of Chapter 100 A. Noise

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B. Revocation notices shall be in writing, shall identify the property or premises, shall specify the violation or remedial action to be taken and shall provide that said violation must be corrected within 10 days from the receipt of said violation notice unless said ten-day period shall be extended in the discretion of the enforcement officer issuing such revocation notice or unless a shorter period of time has been prescribed for in this chapter. Revocation notices shall be served by hand delivery at the property or by posting on the front door of the residence if no one is available for delivery. The landlord and resident agent may file a written notice of appeal by hand delivery of mail received by the Town Clerk's office prior to the expiration of the said ten-day period. If such notice is duly filed, the revocation of the short-term rental permit shall be stayed pending a decision on the appeal by the Town Board pursuant to § 129-12 herein.

§ 129-8 Requirements/Restrictions on use and occupancy pursuant to short-term rental permits.

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A. It is the responsibility of the landlord or absentee landlord to ensure proper and legal occupation of the premises and compliance with this article. **[Amended 2-24-2022 by L.L. No. 1-2022]**

B. The premises for which a short-term rental permit has been granted can only be used for residential purposes.

C. Occupancy of a Short Term Rental is limited to the maximum people permitted as per the approved septic design for the number of bedrooms in the Town Building Department records. A typical septic system, that meets NYS Department of Health Design Standards, permits a maximum occupancy of two persons in the Short Term Rental per recorded bedroom count in the Building Department records. **[Amended 2-24-2022 by L.L. No. 1-2022]**

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D. A tenant in possession pursuant to short-term rental is prohibited from subleasing or otherwise licensing the use or occupancy of any portion thereof.

E. Advertising for the subleasing of, or selling or assigning of shares to, the premises by a tenant, or occupant, for the use or occupancy of all or a portion of the premises is prohibited.

F. All tenants shall ensure that at no time shall ingress or egress from any driveway be impeded.

G. The tenants of short-term rental premises and their guests shall not park any motor vehicle in a manner so as to block or prevent access to driveways or easements or rights-of-way.

H. Any conduct on the premises which is unreasonable under the circumstances and which disturbs the health, safety, peace or comfort of the neighborhood or which otherwise creates a public nuisance is prohibited.

I. Trash, refuse and recycling shall not be left stored within the public view, except in proper containers for the purpose of collection by the collectors, set out no earlier than 5:00 p.m. on the evening prior to scheduled trash and recycling collection days, and shall otherwise comply with § 63-3E of the Code. Trash and Recycling schedules must be posted by the landowner in the Short Term Rental.

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J. No guests other than those contracting for and residing in the short-term rental property are permitted on the premises overnight. **[Added 2-24-2022 by L.L. No. 1-2022]**

K. No events, such as but not limited to weddings, parties or concerts, are permitted in a short-term rental property. **[Added 2-24-2022 by L.L. No. 1-2022]**

L. Short-term Rental owners shall post a copy of the following in an open and conspicuous place in the rental unit that shall be visible to all guests:

(1) Short-term Rental permit number

(2) A copy of the town Noise Ordinance Chapter 100A.

(3) A safety/egress plan shall be posted in a visible location inside the Short-term Rental and on the back of each bedroom door offered for rent.

(4) A property map (either a survey map or a tax map printed from Orangecountygov.com/real property depicting the boundaries and notice to guests not to trespass on neighbors' property.

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§ 129-9 No presumption of compliance.

The issuance of a short-term rental permit shall create no presumption that the short-term rental unit complies with the provisions of this article.

§ 129-10 Evidence of use and occupancy.

The parking of motor vehicles on the premises for which a short-term rental permit has been granted between the hours of 1:00 a.m. and 6:00 a.m. shall be prima facie evidence that the rental unit was used and occupied during that time by at least one person for each motor vehicle so parked.

§ 129-11 ~~Nontransferability~~ No transferability.

A short-term rental permit shall not be transferred or assigned to any person or used by any other person other than the permittee to whom it was issued.

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§ 129-12 Appeals.

A. If the Building Inspector denies an application for short-term rental, denies an application for renewal of a permit for short-term rental, or revokes a permit for short-term rental, it shall be done in writing, reciting the grounds for denial or revocation.

B. An applicant or permittee, as applicable, may appeal from such denial or revocation by filing a written request for a hearing before the Town Board. Such request shall be filed with the Town Clerk.

C. Upon receipt of such request, the Town Clerk shall schedule same for the next regularly scheduled Town Board meeting, affording the appellant at least five days' written notice of the

place, date and time of the hearing, and publish notice of same.

- D. At the hearing, the appellant shall be afforded reasonable opportunity to be heard. The public shall be afforded reasonable opportunity to be heard. The appellant shall bear the burden of proof by a preponderance of the credible evidence to show that the determination of the Building Inspector was arbitrary or capricious or in excess of his authority. The decision of the Town Board of Trustees shall be final and conclusive.

§ 129-13 Fees for permits.

[Amended 2-24-2022 by L.L. No. 1-2022]

- A. An application fee for a short-term rental permit, in an amount established by resolution of the Town Board, listed in the Schedule of Fees, shall be paid by the property owner at the time of application.
- B. A renewal fee for the renewal of a short-term rental permit, in an amount established by resolution of the Town Board, shall be paid by the landlord or absentee landlord at the time of application for renewal.

§ 129-14 Penalties for offenses.

- A. Violations of this article will constitute a municipal violation and will be subject to applicable penalties under this article in addition to those imposed by any other applicable code or ordinance, including, without limitation, Chapter 82, Fire Prevention and Building Code Administration, or Chapter 67, Unsafe Buildings.
- B. Penalties for violations of these regulations will be imposed as follows:
- (1) Failure to register as a landlord or resident agent:
- (a) First offense: \$500 per day.
- (b) Subsequent offenses: \$750 each per day.
- (2) Allowing occupancy without valid permit:
- (a) First offense: \$500 per unit per day.
- (b) Subsequent offenses: \$750 each per unit per day.

Section 2: – This Local Law will take effect upon the filing of same with the New York State Secretary of State.

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Warwick Town Clerk

From: Fuentes, Eric <FUENTESE@ORU.COM>
Sent: Friday, March 3, 2023 1:38 PM
To: Fuentes, Eric
Subject: O&R Collection Activities for Payment Arrears Enter the Next Stage
Attachments: ORANGE ROCKLAND HELPS CUSTOMERS MANAGE ENERGY COSTS_021323.pdf

Since COVID flooded into our communities nearly three years ago, many of our residential and commercial electric and natural gas customers have had their health, emotional wellbeing and financial position significantly impacted.

We, at Orange & Rockland, have been very sensitive to that situation and have been particularly attuned to the needs of our customers. We have worked closely with our regulators, federal and state elected officials, our shareholders and our customers to develop and implement a number of utility bill assistance programs for those in need.

Over the past year, Orange & Rockland low-income and non-low-income customers have received \$18.1 million dollars in bill credit assistance through the NYS Electric and Gas Bill Relief Program, the NYS Regular Arrears Supplement and the NYS Emergency Rental Assistance program.

For those customers that did not have their entire arrears cleared up through the bill credits, we have sent thousands of e-mails, made hundreds of telephone calls and even conducted personal visits to encourage a payment arrangement on the bill's balance. In fact, in the first quarter of 2023 alone, we will send out over 40,000 e-mails to customers providing them with the opportunity to work with us to address the balances on the outstanding bills.

As part of the Phase 2 of the NYS Electric and Gas Bill Relief Program, O&R placed a hold on shutting off the power to residential accounts that are in arrears for 30 days from the date the credits were applied.

We want you to be aware that on March 6th the hold will be lifted on shutting off the power to customer accounts where an outstanding past due balance remains, even after the bill credits, and the customers have not entered into a payment agreement.

As is always the case, shutting off a customer's power is a last resort. We much prefer to work with customers before we reach that point. Should customers contact your office for assistance in paying their bills, please refer them to our website at www.oru.com/nybillhelp.

For your reference, I also have attached a copy of a recent press release that offers other avenues of assistance for these customers as well.

Eric D. Fuentes

Manager, Corporate Affairs
Orange and Rockland Utilities
(845) 344-8882
(718) 923-7045 (f)
efuentes@oru.com



Orange & Rockland
a conEdison, Inc. company

Media Relations
845-577-2430 (24 hours)

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

Media Contact:
Mike Donovan, 914-329-1999
DonovanM@oru.com

ORANGE & ROCKLAND HELPS CUSTOMERS MANAGE ENERGY COSTS

Payment Plans, Energy Efficiency Programs & Savings Tips All Available

PEARL RIVER, NY, February 13, 2023, 9:00 a.m. – Orange & Rockland (O&R) offers its customers relief from the volatility of energy prices with its Budget Billing program, energy savings tips and more.

“Helping customers manage their energy costs is one of the most important things we do,” said Janette Espino, O&R’s Vice President – Customer Service. “We are here to help customers select the right payment options and the energy efficiency upgrades that are right for them.”

Payment Assistance

The company offers [Tips for Lowering Your Energy Bill](#) and a number of [Payment Plans and Assistance](#), including Budget Billing, which smooths customers’ costs out throughout the year. The company also encourages customers to check out its energy efficiency incentives for upgrades customers make to their homes. [Rebates, Incentives, and Tax Credits](#)

Also, the company offers help for customers who are struggling with their bills. Orange & Rockland offers payment plans [Payment Plans and Assistance](#), so that customers can pay off balances over time, rather than all at once.

Bill Relief

Customers who receive benefits from certain government programs may qualify for discounts on their monthly energy bills. Orange & Rockland offers information on these and other [Payment Plans and Assistance](#) it has available for customers.

Manage Energy Use

The best money-saving strategy on the monthly energy bill for Orange & Rockland’s approximately 233,000 electric and 130,000 natural gas customers is to carefully manage their usage.

Customers can save money on energy by using these tips:

- Set thermostats at the lowest comfortable temperature. Whether you are using a gas furnace or an electric heat pump, each degree lower decreases heating costs.
- Make sure heating vents are not blocked by furniture, carpeting or anything else that could obstruct the flow of heat.
- Have a qualified contractor clean and inspect your heating system.
- Insulate hot-water pipes and warm-air ducts that pass through unheated areas. Clean or replace filters for your hot-air furnace and heat-pump.
- Swap out window shades seasonally. Light-colored window coverings reflect the sun’s energy, while darker ones absorb it and release heat.

- Replace conventional light bulbs with LED bulbs, which are up to 10 times more efficient and are widely available and affordable.

Energy Prices Are Rising Across the U.S.: Here's a Guide on How Customers Can Manage Their Winter Bills

- ***Spread payments out evenly across the year.*** A Budget Billing Plan Payment Plans and Assistance allows you to avoid large month-to-month changes in energy costs.
- ***Consider a payment agreement.*** A Payment Agreement can help you pay down an outstanding balance in manageable, monthly installments.
- ***Check your benefits.*** Find information about governmental assistance programs, such as Medicaid or Supplemental Nutrition Assistance Program (SNAP). Customers enrolled in assistance programs may be eligible for discounts on their energy bills through Payment Plans and Assistance.
- ***Go energy efficient.*** Upgrade your lights, thermostats, and other appliances through our Rebates, Incentives, and Tax Credits exclusive to our customers.
- ***Manage your use.*** Register for My Account and log in via oru.com.com or oru.mobile app for an in-depth look at your hourly energy use.
- ***Get customized tips.*** Estimate Your Energy Usage can give you personalized tips and suggestions to help you improve efficiency and control costs this winter— and all year long.
- ***Choose your energy supplier.*** Orange & Rockland does not generate energy. We provide customers their energy at the same wholesale rate that we pay for it and don't make a profit on supply costs. Customers can research and Shop for Energy Suppliers

About Orange & Rockland

Orange and Rockland Utilities (O&R) is a wholly owned subsidiary of Consolidated Edison, Inc. (Con Edison) (NYSE: ED), one of the nation's largest investor-owned energy companies. Orange & Rockland is a regulated electric and gas utility that serves approximately 244,000 electric customers and 131,460 natural gas customers in New York. For additional information about O&R, please visit O&R's Web site at www.oru.com.

Orange & Rockland serves the following communities in New York: Airmont, Bloomingburg, Blooming Grove, Chester Town, Chester Village, Chestnut Ridge, Clarkstown, Crawford, Deerpark, Florida, Forestburgh, Goshen Town, Goshen Village, Grand View, Greenwood Lake, Greenville, Harriman, Haverstraw Town, Haverstraw Village, Highland Falls, Highlands, Hillburn, Kaser, Kiryas Joel, Lumberland, Mamakating, Middletown, Minisink, Monroe Town, Monroe Village, Montebello, Mount Hope, New Hempstead, New Square, Nyack, Orangetown, Otisville, Palm Tree, Piermont, Pomona, Port Jervis, Ramapo, Sloatsburg, South Blooming Grove, South Nyack, Spring Valley, Stony Point, Suffern, Tuxedo Town, Tuxedo Park, Unionville, Upper Nyack, Wesley Hills, Walkill, Warwick Town, Warwick Village, Washingtonville, Wawayanda, West Haverstraw, Woodbury, Woodbury Village, Wurtsboro.

#####

2023

#10

Connect With Us:




X

TOWN OF WARWICK
DEPARTMENT OF POLICE
132 KINGS HIGHWAY
WARWICK N.Y. 10990
(845) 986-5000 FAX (845) 986-5985

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

To: Supervisor Sweeton

From: Chief John Rader 

CC: Eileen Astorino

Date: March 3, 2023

Re: 2023 STOP DWI Contract

RECEIVED
MAR 03 2023
Town of Warwick
Town Clerk

Please accept this email as my request for the Town Board to adopt a resolution authorizing the signing of the attached contract for the 2023 STOP DWI Program from Orange County STOP-DWI/Traffic Safety Programs.

Please let me know if you need anything else.

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

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

February 28, 2023

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

RECEIVED

MAR 01 2023

Town of Warwick
Town Clerk

Dear Town Board Auditing Committee Members:

As required by Uniform Justice Court Act – § 2019-a, an audit of the Town of Warwick Justice Court financial records and dockets was performed on February 24, 2023.

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

The financial records and dockets, of the Town of Warwick Justice Court, have been duly examined. The fines and fees therein shown have been collected and have been turned over to the proper officials as required by law.

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

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

Sincerely,

Bonnie Kane
Town Comptroller

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

State of New York
Unified Court System



Tamiko A. Amaker
Acting Chief Administrative Judge

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

February 23, 2023

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

Dear Supervisor Sweeton:

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

The Unified Court System's Internal Audit office is responsible for monitoring town board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2022 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 185 Jordan Road, Suite 1, Troy, NY 12180. Please respond by March 31, 2023.

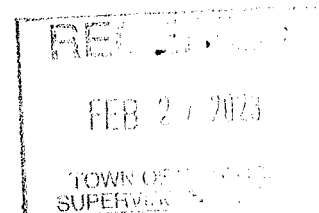
If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

Tamiko Amaker

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA



cc: TBD ✓
Eileen ✓

Winslow

THERAPEUTIC CENTER

Healing with Horses

Since 1974

A CLC FOUNDATION AGENCY

February 23, 2023

Warwick Town Board
132 Kings Highway
Warwick, NY 10990

Dear Members of the Warwick Town Board,

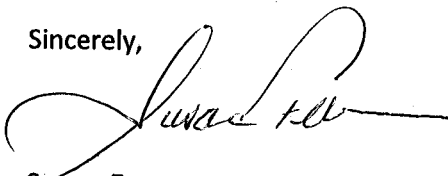
CLC Foundation Inc., d/b/a Winslow Therapeutic Riding Center, is requesting your support for the FY-2024 CDBG application of \$25,000.

The grant would allow for the continuation of the Therapeutic Riding Program for adults with severe disabilities. This program promotes the development of life skills through training and support that they require to succeed in their daily lives.

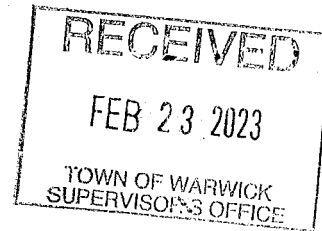
This program has provided a much needed benefit to the community.

Thank you very much for your consideration.

Sincerely,



Susan Ferro
Executive Director
Winslow Therapeutic Riding Center



Donations to Winslow Therapeutic Riding Center are tax-deductible to the fullest extent of the law.

CLC Foundation, Inc. d/b/a/ Winslow Therapeutic Riding Center:

1433 State Route 17A, Warwick, NY 10990 • 845-986-6686 • fax 845-988-5980

Federal ID 13-3676239; NYS Sales Tax Exempt EX-236763

• www.winslow.org



PATH
INTERNATIONAL

Professional Association of Therapeutic
Horsemanship International





212 Dolson Avenue, PO Box 790, Middletown, NY 10940 845-341-5000

Date: February 9, 2023

Irrevocable Letter of Credit No. 439

Applicant:

Elias Muhlrاد
1751 Route 17A, Ste. 1
Florida, NY 10921

Beneficiary:

Town of Warwick
Attn.: John Bollenbach
132 Kings Highway
Warwick, NY 10990

Amount: \$169,970.00

Expiration Date: February 1st, 2024

Place of Expiration: Our counters

Gentlemen:

The undersigned, Orange Bank & Trust Company ("Issuer") hereby establishes its Irrevocable Letter of Credit in favor of the Town of Warwick ("Beneficiary") for account of Elias Muhlrاد ("Applicant"), in an amount not exceeding \$169,970.00 in support of required infrastructure improvements to Warwick Ridge II.

This Credit is available by the Beneficiary's draft(s) on Issuer, payable at sight, together with the original of this advice and any amendments and Beneficiary's statement on its purported letterhead, signed by a purported Officer or Official (stating his/her title or position) reading: "The amount of this drawing US\$ (insert amount) under Orange Bank & Trust Company L/C #439 represents a sum due Beneficiary as Applicant has failed to perform the obligations as set forth in a certain Town of Warwick Planning Board Resolution of Conditional Sub-division Approval dated April 20th, 2022, for the timely completion and appropriate installation as per the attached cost estimate proposal prepared by Valcon America Corp. II, dated September 7th, 2022, to the property identified on the Tax Maps of the Town of Warwick as parcel Section 23, Block 1, Lot 15.2."

Demands for payment which are received by Issuer at its office set forth above on or before 11:00 A.M., New York Time, on any business day and which comply strictly with the requirements of the Letter of Credit will be paid by Issuer in immediately available funds by 3:30 P.M., New York Time, on the next business day. Strictly complying demands received by Issuer after 11:00 A.M., New York time, on any business day shall be deemed to have been received before 11:00 A.M., New York time, on the next business day. "Business day" as used herein shall mean any day on which the head office of Issuer is not permitted to close and excludes Saturdays, Sundays and Legal Holidays.

It is a condition of this Letter of Credit that the date of expiration shall automatically extend for a period (or periods) of one year each from the present or any automatically extended expiry date, unless at least sixty (60) days prior to the then applicable expiry date Issuer notifies Beneficiary in writing of Issuer's election not to renew this Letter of Credit, which writing shall be sent to

Beneficiary at its address set forth above by certified mail or private courier, and which notice shall be deemed to have been sent and effective upon delivery, enclosed in a properly addressed, postage paid wrapper, to any facility operated by the United States Postal Service, or upon pick-up by or delivery to a representative of an overnight courier service.

Upon Issuer's sending of its notice of election not to renew, Beneficiary may draw, up to the amount then available under this Letter of Credit, by delivering to Issuer at its address set forth above, on or before the then applicable expiration date, the following in lieu of the documents described above: (a) Beneficiary's draft at sight on Issuer; (b) the original of this Letter of Credit and amendments, if any; (c) the original of Issuer's notice of election not to renew; (d) Beneficiary's written statement on its purported letterhead, purportedly signed by a purported officer of Official of Beneficiary that "Issuer has given Beneficiary notice of Issuer's intention not to renew its Letter of Credit No. 439; that Elias Muhlrud has not replaced this Letter of Credit on or before thirty (30) days prior to its applicable expiry date and after written notice was given to Town of Warwick to replace this Letter of Credit and it has not done so; that the amount of this drawing will be applied to the obligations of Elias Muhlrud to the Beneficiary pursuant to the performance agreement; that the Beneficiary shall promptly repay to the Issuer in immediately available funds the amount of the drawing not required for those obligations."

Beneficiary agrees to promptly repay to Issuer in immediately available funds the amount of any funds drawn under this Letter of Credit which remains unutilized by Beneficiary.

Partial drawings are permitted. However, the total of all drawings may not exceed the maximum amount available under this Credit.

Issuer shall be discharged of all obligations to Beneficiary with respect to each drawing under this Letter of Credit honored by Issuer to the extent of Issuer's payment of any draft presented under this Letter of Credit and shall not thereafter be further obligated to Beneficiary or any other person or entity with respect to such draft and demand for its payment.

Beneficiary agrees that it is intended that Issuer, upon payment of any demand for payment under this Letter of Credit, shall be subrogated, to the extent of such payment(s), to the rights of the Beneficiary under the performance agreement and any related documents, instruments or agreements, and Beneficiary represents that it shall promptly execute such documents, and do or perform such acts as Issuer may require, in order to effect the subrogation of Issuer to the rights of the Beneficiary.

All charges, fees, expenses and commissions of Issuer are for the account of Applicant.

This credit may not be transferred.

Drafts drawn under this Letter of Credit must be marked "Drawn under Orange Bank & Trust Company Letter of Credit No. 439."

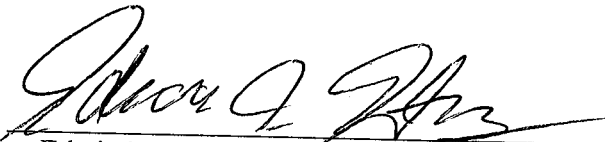
This Letter of Credit sets forth in full the terms of Issuer's engagement which shall not be modified in any way by reference to any documents or instruments herein or to which this Letter of Credit relates, and any such reference shall not be deemed or construed to incorporate any such documents, agreements or instruments into this Letter of Credit.

This Letter of Credit is expressly subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600, and shall be

governed by the laws of the State of New York. No legal action or proceeding shall be commenced against Issuer regarding this Letter of Credit in any court other than a court of competent jurisdiction located in the State of New York, County of Orange County.

Additional Conditions: Please direct all correspondence or communications in connection with the Letter of Credit to our address set forth above to the attention of the Commercial Loan Department, Telephone number (845) 341-5176, mentioning the issuance date and number of this letter of credit.

Orange Bank & Trust Company

By: 
Edwin Estrada, 1st VP / Commercial Loan Officer



PB211

Conversation

Date: 10/25/22 @ 1pm
Project: Warwick Ridge II
To: Laura
From: Bob Valentine (Dad)
Subject: bond amtl.

- ① Performance bond: \$169,970.00
\$ 8,498.50 5% site inspection
- ② Landscape bond: \$16,245.00
\$12.25 5% site inspection.
- ③ payment in lieu of parkland:
 $(5)(\$2,500) = \$12,500.$
- ④ w/ Town of Chester \$60,000 roadway.

Valcon America Corp. II

20 McNamara Lane
Goshen, NY
10924
Office- 845-651-5677
Cell-845-590-8058

9/7/22

Warwick Ridge II
Elias Mulhrad

Proposal:

Erosion Control as per approved plans including stabilized construction entrance(30'x50'x6"), Site prep, and mobilization of equipment Install silt fence as drawn(not to exceed) on erosion control plan.

Labor/Stone/Materials \$ 15,650.00

Strip Topsoil

Strip all topsoil from 600' roadway & Cul de sac. Stockpile all topsoil in an approved location to be left more than 30 days and stabilize.

Labor \$ 19,200.00

Cut Grade/ Define Roadway

Cut/ fill roadway and Cul de sac as shown on grading and utility plan. Prep/ Mechanically compact existing sub-grade. Valcon America is not responsible for soil testing/ compaction certifications. Prep for Item # 4.

Labor \$ 9,400.00

300'Swale/ 3' ADS Culvert pipe

Dig/ Define 300' swale from road station 200 to station 500 on south side of roadway. Define swale so water directs to station 425. Install 3' Culvert pipe with flared end sections at station 425 to take all runoff from lots 1+2. Dress flared end sections with 6-9" rip rap stone

Labor/ Stone/Pipe \$ 10,600.00

Item #4/ Road Geotextile

Install a woven road geotextile on all compacted road sub base. Haul in & mechanically compact 55 loads of Item # 4 on all roadways and Cul de sac. Item #4 not to exceed 950 yards.

Labor/ Stone \$ 29,250.00

Final grade sides of roadway

Spread topsoil from stockpiles left from roadway construction. Fine grade with bulldozer. No raking is provided in this proposal. Excess topsoil from roadway to be left in stabilized piles.

Labor \$ 8,400.00

Hay/Seed

Hay + Seed sides of roadways.

Labor/ Hay/ Seed \$ 5,800.00

Sewer-

NO sewer is included in this proposal

Labor \$ 0

Water-

NO water is included in this proposal

Labor \$ 0

Underground Detention Drainage

NO underground detention is included in this proposal

Labor \$ 0

Drainage pipe/ Catch basins-

NO Drainage/ Catch basins are included in this proposal .

Labor \$ 0

Sewer Services –

No Sewer is included in this proposal.

Labor \$ 0

Curbing

NO curbing is included in this proposal

Labor & Materials \$ 0

Final Grade/ Blacktop

Final grading/ blacktop is included in this proposal

As per approved plans.

Materials & Labor \$ 55,425.00

Street Trees

Trees as per plan

Materials & Labor \$ 16,245.00

Retaining walls are NOT included

Sidewalks are NOT included in this proposal

Surveying and Stakeouts are not included in this proposal.

Engineering , Municipal, Inspection and or permit fees are not included in this proposal.

Monthly or weekly SWPP reports are not included in this proposal. Valcon America Corp. does not warranty landscape properly installed and does not provide maintenance for landscape items.

This proposal excludes rock removal if required. Hydraulic hammer service/ blasting can be supplied at an additional charge.

Valcon America Corp. shall endeavor to prepare for the natural events at hand, but assumes NO responsibility for weather events beyond our control and will NOT be held liable for damages or fines associated with these events.

Valcon America Corp. is not responsible for delays in scheduling due to weather related events.

Total compensation for this project including all materials and labor **\$ 169,970.00**

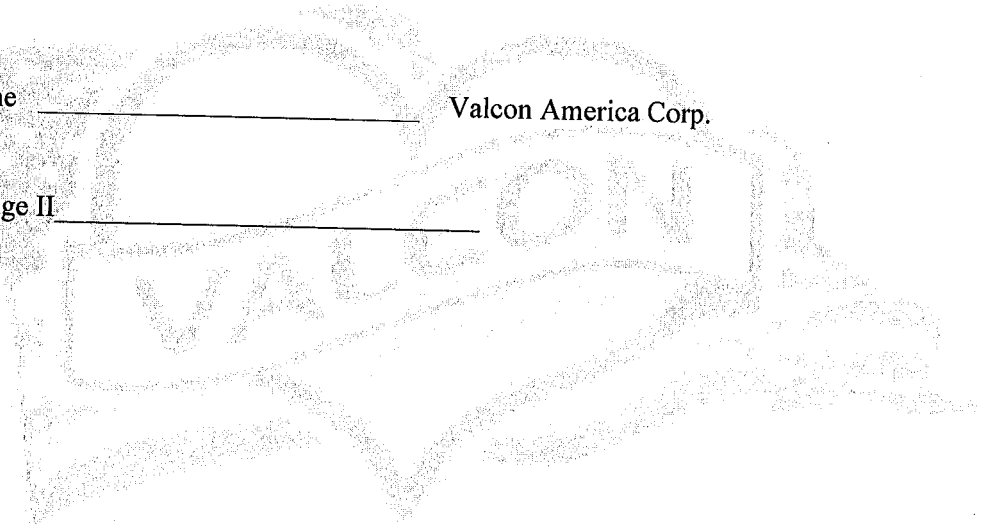
Itemization of this proposal is for reference only and will not be considered binding and may not be added or subtracted from total compensation.

***PRICE VALID FOR 90 DAYS ***

Payment as follows:	\$ 50,000.00	upon signing this proposal
	\$ 69,970.00	after Item 4
	\$ 50,000.00	after completion

Dan Valentine _____ Valcon America Corp.

Warwick Ridge II _____





212 Dolson Avenue, PO Box 790, Middletown, NY 10940 845-341-5000

Date: February 9, 2023

Irrevocable Letter of Credit No. 438

Applicant:

Elias Muhlrاد
1751 Route 17A, Ste. 1
Florida, NY 10921

Beneficiary:

Town of Warwick
Attn.: John Bollenbach
132 Kings Highway
Warwick, NY 10990

Amount: \$16,245.00

Expiration Date: February 1, 2024

Place of Expiration: Our counters

Gentlemen:

The undersigned, Orange Bank & Trust Company ("Issuer") hereby establishes its Irrevocable Letter of Credit in favor of the Town of Warwick ("Beneficiary") for account of Elias Muhlrاد ("Applicant"), in an amount not exceeding \$16,245.00 in support of tree planting for the Construction at Warwick Ridge II.

This Credit is available by the Beneficiary's draft(s) on Issuer, payable at sight, together with the original of this advice and any amendments and Beneficiary's statement on its purported letterhead, signed by a purported Officer or Official (stating his/her title or position) reading: "The amount of this drawing US\$ (insert amount) under Orange Bank & Trust Company L/C #438 represents a sum due Beneficiary as Applicant has failed to perform the obligations as set forth in a certain Town of Warwick Planning Board Resolution of a Conditional Sub-division Approval dated April 20th, 2022, for the timely completion and appropriate installation as per the attached cost estimate proposal prepared by Valcon America Corp. II, dated September 7th, 2022, to the property identified on the Tax Maps of the Town of Warwick as parcel Section 23, Block I, Lot 15.2."

Demands for payment which are received by Issuer at its office set forth above on or before 11:00 A.M., New York Time, on any business day and which comply strictly with the requirements of the Letter of Credit will be paid by Issuer in immediately available funds by 3:30 P.M., New York Time, on the next business day. Strictly complying demands received by Issuer after 11:00 A.M., New York time, on any business day shall be deemed to have been received before 11:00 A.M., New York time, on the next business day. "Business day" as used herein shall mean any day on which the head office of Issuer is not permitted to close and excludes Saturdays, Sundays and Legal Holidays.

It is a condition of this Letter of Credit that the date of expiration shall automatically extend for a period (or periods) of one year each from the present or any automatically extended expiry date, unless at least sixty (60) days prior to the then applicable expiry date Issuer notifies Beneficiary

in writing of Issuer's election not to renew this Letter of Credit, which writing shall be sent to Beneficiary at its address set forth above by certified mail or private courier, and which notice shall be deemed to have been sent and effective upon delivery, enclosed in a properly addressed, postage paid wrapper, to any facility operated by the United States Postal Service, or upon pick-up by or delivery to a representative of an overnight courier service.

Upon Issuer's sending of its notice of election not to renew, Beneficiary may draw, up to the amount then available under this Letter of Credit, by delivering to Issuer at its address set forth above, on or before the then applicable expiration date, the following in lieu of the documents described above: (a) Beneficiary's draft at sight on Issuer; (b) the original of this Letter of Credit and amendments, if any; (c) the original of Issuer's notice of election not to renew; (d) Beneficiary's written statement on its purported letterhead, purportedly signed by a purported officer of Official of Beneficiary that "Issuer has given Beneficiary notice of Issuer's intention not to renew its Letter of Credit No. 438; that Elias Muhlrud has not replaced this Letter of Credit on or before thirty (30) days prior to its applicable expiry date and after written notice was given to Town of Warwick to replace this Letter of Credit and it has not done so; that the amount of this drawing will be applied to the obligations of Elias Muhlrud to the Beneficiary pursuant to the performance agreement; that the Beneficiary shall promptly repay to the Issuer in immediately available funds the amount of the drawing not required for those obligations."

Beneficiary agrees to promptly repay to Issuer in immediately available funds the amount of any funds drawn under this Letter of Credit which remains unutilized by Beneficiary.

Partial drawings are permitted. However, the total of all drawings may not exceed the maximum amount available under this Credit.

Issuer shall be discharged of all obligations to Beneficiary with respect to each drawing under this Letter of Credit honored by Issuer to the extent of Issuer's payment of any draft presented under this Letter of Credit and shall not thereafter be further obligated to Beneficiary or any other person or entity with respect to such draft and demand for its payment.

Beneficiary agrees that it is intended that Issuer, upon payment of any demand for payment under this Letter of Credit, shall be subrogated, to the extent of such payment(s), to the rights of the Beneficiary under the performance agreement and any related documents, instruments or agreements, and Beneficiary represents that it shall promptly execute such documents, and do or perform such acts as Issuer may require, in order to effect the subrogation of Issuer to the rights of the Beneficiary.

All charges, fees, expenses and commissions of Issuer are for the account of Applicant.

This credit may not be transferred.

Drafts drawn under this Letter of Credit must be marked "Drawn under Orange Bank & Trust Company Letter of Credit No. 438."

This Letter of Credit sets forth in full the terms of Issuer's engagement which shall not be modified in any way by reference to any documents or instruments herein or to which this Letter of Credit relates, and any such reference shall not be deemed or construed to incorporate any such documents, agreements or instruments into this Letter of Credit.

This Letter of Credit is expressly subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600, and shall be governed by the laws of the State of New York. No legal action or proceeding shall be commenced against Issuer regarding this Letter of Credit in any court other than a court of competent jurisdiction located in the State of New York, County of Orange County.

Additional Conditions: Please direct all correspondence or communications in connection with the Letter of Credit to our address set forth above to the attention of the Commercial Loan Department, Telephone number (845) 341-5176, mentioning the issuance date and number of this letter of credit.

Orange Bank & Trust Company

By:



Edwin Estrada, 1st VP / Commercial Loan Officer



Conversation

Date: 10/25/22 2:1pm
Project: Warwick Ridge II
To: Laura
From: Bob Valentine (Dad)
Subject: bond amts.

① Performance bond: \$169,970.00
\$ 8,498.50 5% site inspection

② Landscape bond: \$16,245.00
\$12.25 5% site inspection.

③ Payment in lieu of parkland:
(5)(\$2,500) = \$12,500.

④ w/ Town of Chester \$60,000 roadway.

Valcon America Corp. II

20 McNamara Lane

Goshen, NY

10924

Office- 845-651-5677

Cell-845-590-8058

9/7/22

Warwick Ridge II

Elias Mulhrad

Proposal:

Erosion Control as per approved plans including stabilized construction entrance(30'x50'x6"), Site prep, and mobilization of equipment Install silt fence as drawn(not to exceed) on erosion control plan.

Labor/Stone/Materials \$ 15,650.00

Strip Topsoil

Strip all topsoil from 600' roadway & Cul de sac. Stockpile all topsoil in an approved location to be left more than 30 days and stabilize.

Labor \$ 19,200.00

Cut Grade/ Define Roadway

Cut/ fill roadway and Cul de sac as shown on grading and utility plan. Prep/ Mechanically compact existing sub-grade. Valcon America is not responsible for soil testing/ compaction certifications. Prep for Item # 4.

Labor \$ 9,400.00

300'Swale/ 3' ADS Culvert pipe

Dig/ Define 300' swale from road station 200 to station 500 on south side of roadway. Define swale so water directs to station 425. Install 3' Culvert pipe with flared end sections at station 425 to take all runoff from lots 1+2. Dress flared end sections with 6-9" rip rap stone

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Labor/ Stone \$ 29,250.00

Final grade sides of roadway

Spread topsoil from stockpiles left from roadway construction. Fine grade with bulldozer. No raking is provided in this proposal. Excess topsoil from roadway to be left in stabilized piles.

Labor \$ 8,400.00

Hay/Seed

Hay + Seed sides of roadways.

Labor/ Hay/ Seed \$ 5,800.00

Sewer-

NO sewer is included in this proposal

Labor \$ 0

Water-

NO water is included in this proposal

Labor \$ 0

Underground Detention Drainage

NO underground detention is included in this proposal

Labor \$ 0

Drainage pipe/ Catch basins-

NO Drainage/ Catch basins are included in this proposal .

Labor \$ 0

Sewer Services -

No Sewer is included in this proposal.

Labor \$ 0

Curbing

NO curbing is included in this proposal

Labor & Materials \$ 0

Final Grade/Blacktop

Final grading/ blacktop is included in this proposal

As per approved plans.

Materials & Labor \$ 55,425.00

Street Trees

Trees as per plan

Materials & Labor \$ 16,245.00

Retaining walls are NOT included

Sidewalks are NOT included in this proposal

Surveying and Stakeouts are not included in this proposal.

Engineering , Municipal, Inspection and or permit fees are not included in this proposal.

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This proposal excludes rock removal if required. Hydraulic hammer service/ blasting can be supplied at an additional charge.

Valcon America Corp. shall endeavor to prepare for the natural events at hand, but assumes NO responsibility for weather events beyond our control and will NOT be held liable for damages or fines associated with these events.

Valcon America Corp. is not responsible for delays in scheduling due to weather related events.

Total compensation for this project including all materials and labor **\$ 169,970.00**

Itemization of this proposal is for reference only and will not be considered binding and may not be added or subtracted from total compensation.

***PRICE VALID FOR 90 DAYS ***

Payment as follows:	\$ 50,000.00	upon signing this proposal
	\$ 69,970.00	after Item 4
	\$ 50,000.00	after completion

Dan Valentine _____

Valcon America Corp.

Warwick Ridge II _____

