

AGENDA – TOWN BOARD MEETING
December 30, 2022
1:00pm

PRESENTATION: VINCE POLONIAK

REGULAR MEETING:

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ACCEPTANCE OF MINUTES

- 1. Regular Meeting- December 15, 2022**
- 2. Public Hearing- Adopt Local Law No. 8 of 2022, December 15, 2022**

REGULAR MEETING:

CORRESPONDENCE:

DEBORAH A. YOUNG – Attorney/ Resident, Town of Warwick. Email dated 12-20-2022 to the Town regarding the destruction of Cascade Park by ATVs.

CONNIE SARDO – Planning Board Secretary, Town of Warwick. Letter to the Town Board requesting Planning Board Applicant Double Kill River Farm LLC/Henderson to get a refund for a withdrawn application.

DANIEL GIBSON – Building Inspector, Town of Warwick. Letter dated December 9, 2022 to the Town Board recommending the release of a bond posted by American Iron & Crane Inc.

SUZANNE GREENHILL – Secretary, Florida Fire District. A copy of certificate showing the results of the canvas of the voting at the Fire District annual election submitted to the qualified voters of the Florida Fire District with a full and complete copy.

JOHN RADER – Secretary, Warwick Fire District. A copy of certificate showing the results of the canvas of the voting at the Fire District annual election submitted to the qualified voters of the Warwick Fire District with a full and complete copy.

DODY NICHOLLS – Secretary, Greenwood Lake Joint Fire District. A copy of certificate showing the results of the canvas of the voting at the Fire District annual election submitted to the qualified voters of the Greenwood Lake Joint Fire District with a full and complete copy.

PAULETTE WILK RUDY – Secretary, Pine Island Fire District. A copy of certificate showing the results of the canvas of the voting at the Fire District annual election submitted to the qualified voters of the Pine Island Fire District with a full and complete copy.

VETERANS GRANTS - Governor Kathy Hochul announced on Friday, November 11, 2022 the Veterans’ Nonprofit Capital Program (VNCP). DVS is now seeking Applications from non-profit veterans’ organizations for VNCP through the New York State Grants Reform Gateway website (search VNCP). Key dates for this opportunity are listed below. Any assistance in notifying veterans’ organizations in your area of this opportunity would greatly be appreciated.

KEY DATES

Eligible Project Start & End Date Range	April 1, 2023 – April 1, 2027
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Post Responses to RGA Questions (not earlier than)	February 15, 2023
Application Due By	March 31, 2023
Awards Expected (not earlier than)	June 1, 2023
Deadline for Reimbursement Submission & Processing	April 1, 2028

A recorded video and PowerPoint presentation will be made available to Applicants on December 19, 2022. The video and PowerPoint presentation will provide clarification of specific elements of the Request for Grant Applications (RGA) and the Application process. Potential Applicants are strongly encouraged to review the video and the PowerPoint presentation which will be uploaded at a minimum to the Division of Veterans’ Services website. To maintain a fair and open process all questions regarding this RGA must be submitted to grants@veterans.ny.gov. It is a violation of the New York State Procurement Lobbying Law to directly contact personnel at DVS or its affiliates regarding this RGA prior to the announcement of the grant awards. The deadline to submit questions is 4:00 pm on January 31, 2023. Answers to questions of a substantive nature will be provided no earlier than February 15, 2023. This will be sent from the grants@veterans.ny.gov email address.

LAURA BARCA – Planning Board Engineer, Town of Warwick. Letter dated December 28, 2022 to the Supervisor recommending the partial release of performance bond for the Gables subdivision.

BOARD’S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

<u>WORK BEING DONE</u>		<u>REASON FOR WORK</u>
CATCH BASINS	Town wide	Clear off basins prior to storm
TREE WORK	Town wide	Clean up storm debris
POT HOLES	Town wide	Fill with cold patch
SNOW PLOWING	Dec. 22nd & 23rd	Sand all roads
VEHICLE MAINT.	As needed	
EMERG. REPAIRS	As needed	
ROAD SIGNS	Town wide	Replace as needed
HAUL MATERIAL	Haul sand/salt mix	Haul sand/salt mix to Greenwood Lake
WATER DEPT.	Rt. 17A South	Repair broken water main in Village of
		Greenwood Lake

PARKS DEPARTMENT

Union Corners Park	Open (Bathrooms Closed)	Town
Kutz Camp	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

The Town Clerk's office will be closed to the Public on Tuesday, January 31, 2023 and Wednesday, February 1, 2023 for the purpose of Records Retention. The office will re-open for regular business on Thursday, February 2, 2023 at 8:30am. Please accept our apologies for any inconvenience caused.

SUPERVISORS REPORT

1. **Recycling Changes**
2. **Code Red Alert System**
3. **Reorganization Meeting- January 2, 2023 9 AM**
4. **Happy New Year**
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. **ELECTRONIC RECORDS MODEL RESOLUTION**
2. **AUTHORIZE SUPERVISOR TO SIGN SENIOR DINING PROGRAM**
3. **AUTHORIZE SUPERVISOR TO SIGN MEMORANDUM OF AGREEMENT OF UNDERSTANDING – GREENWOOD LAKE AMBULANCE INC.**
4. **AUTHORIZE SUPERVISOR TO SIGN MEMORANDUM OF AGREEMENT OF UNDERSTANDING –WARWICK AMBULANCE INC.**
5. **AUTHORIZE SUPERVISOR TO SIGN MEMORANDUM OF AGREEMENT OF UNDERSTANDING –PINE ISLAND AMBULANCE INC.**
6. **AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – JEWISH FAMILY SERVICES**
7. **AUTHORIZE SUPERVISOR TO SIGN AGREEMENT- WARWICK VALLEY HUMANE SOCIETY**
8. **RECEIVER OF TAXES PART-TIME HELP**
9. **REFUND PLANNING BOARD ESCROW–DOUBLE KILL RIVER FARM LLC/HENDERSON**
9. **RELEASE BOND – AMERICAN IRON & CRANE INC.**
10. **ACCEPT RESIGNATION – NICOLE MOELLMAN**
11. **RETURN DEPOSIT WICKHAM WOODLAND MANOR – HEIDY COLLINS**

12. APPROVE KENNEL RENOVATIONS TO TOWNS PORTION – HUMANE SOCIETY BUILDING
13. AUTHORIZE SUPERVISOR TO SIGN PROPOSAL FOR CONSULTING SERVICES & EQUIPMENT SPECIFICATION UPGRADE FOR TOWNS MUNICIPAL CAMERA SYSTEM
14. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT- ENERGY RESOURCES
15. APPOINT PART TIME CLERK - DOREEN DONNELLY
16. AUTHORIZE SUPERVISOR TO SIGN AMENDED CSEA COLLECTIVE BARGAINING AGREEMENT FOR BUS DRIVER GRADE ALLOCATION
17. AUTHORIZE THE SUPERVISOR TO SIGN AN INTER-MUNICIPAL AGREEMENT- TOWN OF WALLKILL DIAL-A-BUS
18. AUTHORIZE SUPERVISOR TO ENTER INTO AN AGREEMENT WITH FEDERAL AIRPORT INFRASTRUCTURE GRANT- WARWICK MUNICIPAL AIRPORT
19. RELEASE PERFORMANCE BOND – GABLES SUBDIVISION

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:



December 28, 2022

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

RECEIVED

DEC 28 2022

Town of Warwick
Town Clerk

**Re: Partial Release of Performance Bond
Gables Subdivision**

PB041/TB055

Dear Mr. Sweeton,

HDR has been requested by Abe Muller from Mullex Builders in an email dated November 11, 2022 to conduct a site inspection and a subsequent partial Performance Bond release. The site inspections were completed on November 29, 2022 and December 08, 2022.

Grading in the right of way, cutting and chipping the trees, and stump removal were determined to be 100% completed. Erosion control, including the silt fence, have been installed but only 50% has been approved to be released because there are maintenance and removal costs. Also, the cost of the roadway subbase (shared driveways in this case) was determined to be 80% complete; there were visible tire tracks in the material, as well as cracks over the drainage pipe, meaning that the compaction of the material was not complete or was not completed properly. The total amount of the bond release at this time has been determined to be \$44,074.60.

A cash bond was posted by William T. Homes LLC in the amount of \$178,440.10 per Warwick Town Board resolution #R2022-100. At this time, \$44,074.60 can be released (and \$134,365.50 will remain).

If you have any questions, please contact me at (845) 335 - 9473.

Sincerely,
Henningson, Durham & Richardson Architecture and Engineering, P.C.

Laura A. Barca, P.E.
Project Manager

hdrinc.com

1 International Boulevard, Suite 1000, Mahwah, New Jersey 07495
T 201-335-9300 F 201-335-9301

Warwick Town Clerk

From: Barca, Laura <Laura.Barca@hdrinc.com>
Sent: Wednesday, December 28, 2022 12:01 PM
To: Warwick Town Clerk
Cc: Michael Sweeton; Warwick Town Comptroller
Subject: RE: Gables bond release
Attachments: 12-28-22 Gables Subdivision HDR letter to TB to recommend partial bond release.pdf

Eileen,

Please see attached a letter for a partial bond release for the Gables subdivision for Friday's Town Board meeting.

Bonnie,

This was a cash bond. Do you have the mailing information for William T. Homes LLC? In case you don't have it, I have requested it from the developer and will pass it along as soon as I receive it.

Thank you!

Laura

Laura A. Barca, PE
D (201) 335 - 9473 F (201) 335 - 9301
Front Desk (201) 335 - 9300

hdrinc.com/follow-ushdrinc.com/follow-us

From: Barca, Laura
Sent: Tuesday, December 27, 2022 10:43 AM
To: clerk@townofwarwick.org
Cc: msweeton@townofwarwick.org; Bonnie <comptroller@townofwarwick.org>
Subject: Gables bond release

Eileen,

I am working on a partial bond release of a cash bond for the Gables Subdivision for Friday's Town Board meeting. Hopefully I will have it completed today.

Thanks,

Laura

Laura A. Barca, PE
Project Manager

HDR
50 Tice Boulevard, Suite 210
Woodcliff Lake NJ 07677
D (201) 335 - 9473 F (201) 335 - 9301
Front Desk (201) 335 - 9300
Laura.Barca@hdrinc.com
hdrinc.com/follow-us

Warwick Town Clerk

From: veterans.sm.Grants <Grants@veterans.ny.gov>
Sent: Friday, December 23, 2022 12:53 PM
Subject: Veterans' Nonprofit Capital Program (VNCP) - UPDATE ON KEY DATES

Governor Kathy Hochul announced on Friday, November 11, 2022 the Veterans' Nonprofit Capital Program (VNCP). DVS is now seeking Applications from non-profit veterans' organizations for VNCP through the New York State Grants Reform Gateway website (search VNCP). Key dates for this opportunity are listed below. Any assistance in notifying veterans' organizations in your area of this opportunity would greatly be appreciated.

KEY DATES

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To maintain a fair and open process all questions regarding this RGA must be submitted to grants@veterans.ny.gov. It is a violation of the New York State Procurement Lobbying Law to directly contact personnel at DVS or its affiliates regarding this RGA prior to the announcement of the grant awards.

The deadline to submit questions is **4:00 pm on January 31, 2023**. Answers to questions of a substantive nature will be provided no earlier than **February 15, 2023**. This will be sent from the grants@veterans.ny.gov email address.

Thank you for your assistance.

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

January 3, 2023

Greenwood Lake Ambulance, Inc.
P. O. Box 223, 74 Windermere Ave.
Greenwood Lake, NY 10925

Attention: Eileen Diffley, President

Dear Ms. Diffley,

Enclosed are two originals of the 2023 Memorandum of Understanding for Greenwood Lake Ambulance. Please sign and mail back one original to our office. Thank you.

Sincerely,

Michael P. Sweeton
Town Supervisor

MPS/rb
enclosures

MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the Greenwood Lake Ambulance, Inc. and the Town of Warwick, New York that:

1. THERE is a contract for providing ambulance service to a specified area of the Town of Warwick, dated January 20, 1993, which contract covers the 1993 calendar year.
2. THAT the parties hereby agree that the terms of that contract (dated January 20, 1993) shall be extended into the 2023 calendar year (January 1, 2023 to December 31, 2023) with the payment terms to match the memorandum of understanding dated January 20, 1993 as more fully set in our paragraph 3 herein.
3. THAT the total payment due to the Greenwood Lake Ambulance, Inc. for the 2023 calendar year shall be two hundred twenty four thousand nine hundred dollars (\$224,900.00) and said amount shall be paid as follows:
4.
 - A. On or before February 15, 2023, the sum of ninety five thousand four hundred fifty dollars (\$95,450.00) shall be paid to the Greenwood Lake Ambulance, Inc.
 - B. On or before July 15, 2023, the sum of ninety five thousand four hundred fifty dollars (\$95,450.00) shall be paid to the Greenwood Lake Ambulance, Inc.
 - C. On or before August 15, 2023, the Town of Warwick will remit thirty four thousand dollars (\$34,000.00) for the Greenwood Lake Ambulance Corp LOSAP program subject to an itemized contribution calculation by the Plan Administrator, Penflex. Any balance not transmitted to the Plan Administrator shall remain in escrow.
5. All other terms and conditions shall apply to the 2023 calendar year.

Dated: _____

TOWN OF WARWICK

By:

Michael Sweeton, Town Supervisor

GREENWOOD LAKE AMBULANCE, INC.

By:

MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the Greenwood Lake Ambulance, Inc. and the Town of Warwick, New York that:

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5. All other terms and conditions shall apply to the 2023 calendar year.

Dated: _____

TOWN OF WARWICK

By:

Michael Sweeton, Town Supervisor

GREENWOOD LAKE AMBULANCE, INC.

By:

X

WARWICK VALLEY HUMANE SOCIETY, INC. CONTRACT
TO PERFORM SERVICES
FOR THE TOWN OF WARWICK
2023
ADDENDUM

SECOND 1. In consideration of the performance by the party of the second part of the terms of this agreement, the party of the first part hereby agrees to pay to the party of the Second part the sum of ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000.00) payable IN MONTHLY INSTALLMENTS OF \$9,166.67 per month at the end of each month for that month's service and, in addition, fifty percent (50%) of all impoundment fees and dangerous dog fees retained by the party of the first part as collected pursuant to the provisions of Chapter 55 of the Municipal Code of the Town of Warwick and Section 118 of Article 7 of the Agriculture and Markets Law of the State of New York. In addition, the Town of Warwick will pay the Warwick Valley Humane Society, Inc. fifty percent (50%) of the fees collected which are realized through the service of criminal summonses and/or appearance tickets issued by the Warwick Valley Humane Society, Inc. relative to the non-renewed dog licenses as directed by the Warwick Town Clerk. The share of the retained impoundment fees and service fees as just noted shall be paid on a quarterly basis.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to
Be hereunto affixed and this agreement to be signed by their duly authorized
officers the day and year first written above.

Sworn and Subscribed
To before me this
___ day of _____, 2023

TOWN OF WARWICK

BY: _____
Michael Sweeton, Supervisor

Notary Public

Sworn and Subscribed
To before me this
___ day of _____, 2023

WARWICK VALLEY HUMANE SOCIETY, INC.

BY: _____
Suzyn Barron, President

Notary Public

X

TOWN CLERK'S CERTIFICATE

I, Eileen M. Astorino, Town Clerk of the Town of Warwick, New York, HEREBY CERTIFY that on December 14, 2022 within seventy-two (72) hours after the annual election held in the Pine Island Fire District on December 13, 2022, a certificate showing the results of the canvass of the voting at the Fire District annual election submitted to the qualified voters of said Fire District, a full and complete copy of which is annexed hereto and made a part hereof, was filed in the office of the Town Clerk of the Town of Warwick.

IN WITNESS WHEREOF, I have hereunto set my hand and corporate seal of said Town on the 14 day of December, 2022.

Eileen M Astorino
TOWN CLERK

(SEAL)

RECEIVED
DEC 14 2022
Town of Warwick
Town Clerk

OATH OF INSPECTORS OF ELECTION

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

WE, THE UNDERSIGNED, having been designated to act as Chairman, Inspector(s) of Election and Ballot Clerk(s) for the annual election of the qualified electors of the Pine Island Fire District, Town of Warwick, Orange County, New York, to be held at the firehouse located on County Route 1, Pine Island, New York, in said Fire District on December 13, 2022 at 6:00 P.M., DO SOLEMNLY SWEAR, that we will support the Constitution of the State of New York and that we will faithfully discharge the duties of the offices of Chairman, Inspector(s) of Election and Ballot Clerk(s) at such annual election prescribed in the notice calling for the annual election.

[Signature]
Chairman

[Signature]
Election Inspector

Election Inspector (optional)

[Signature]
Ballot Clerk

Ballot Clerk (optional)

Subscribed and sworn to before me
this 13th day of December, 2022.

[Signature]
Notary Public
(or Fire District Officer)

PINE ISLAND FIRE DISTRICT
TOWN OF WARWICK, COUNTY OF ORANGE, NEW YORK
ANNUAL ELECTION - DECEMBER 13, 2022

1. Use only a pen having blue or black ink or a pencil having black lead.
 2. Make a cross (X) or a check (✓) in front of the candidate's name for whom you wish to cast a ballot.
 3. Any mark other than a cross (X) or a check (✓) used for the purpose of voting or any erasure made on this ballot is unlawful.
 4. If this ballot is spoiled, return it to election officials and obtain another.
-

FOR FIRE DISTRICT COMMISSIONER
FOR A TERM OF FIVE (5) YEARS
(until December 31, 2027)

	MATTHEW DELEEuw
	WILLIAM NOLAN

CERTIFICATE OF THE RESULTS OF THE CANVASS
OF THE BALLOTS CAST AT ANNUAL ELECTION OF
PINE ISLAND FIRE DISTRICT
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

WE, THE UNDERSIGNED, Chairman, Election Inspector(s) and Ballot Clerk(s) of the annual election of Pine Island Fire District, Town of Warwick, Orange County, New York, held on the 13th day of December, 2022, DO HEREBY CERTIFY as follows:

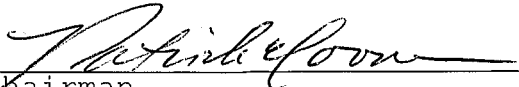
FIRST: That the annual election of said Fire District was held at the firehouse located on County Route 1, Pine Island, New York, in said District on December 13, 2022, between the hours of 6:00 P.M. and 9:00 P.M. on that day.

SECOND: That a canvass of the ballots cast at such election showed the following:

To elect one (1) Fire District Commissioner for a five (5) year term commencing January 1, 2023 and ending December 31, 2027.

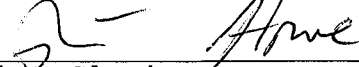
<u>Name(s) Printed on Ballot</u>	<u>Number of Votes</u>
<u>Matthew Deleeuw</u>	<u>14</u>
<u>William Nolan</u>	<u>16</u>
<u>Name(s) Written in on Ballot</u>	<u>Number of Votes</u>
<u>Dawn Porter</u>	<u>2</u>
Number of Void Votes	<u>1</u>
Total Number of Ballots Cast	<u>33</u>

IN WITNESS WHEREOF, we have hereunto set our hands this
13th day of December, 2022.


Chairman


Election Inspector

Election Inspector (optional)

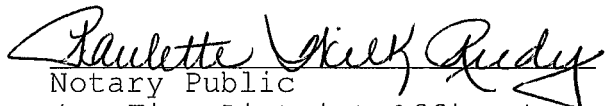

Ballot Clerk

Ballot Clerk (optional)

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 13th day of December, 2022, before me personally
appeared _____

to me known and known to be the same individuals described in
and who executed the foregoing instrument and they severally
acknowledged to me that they executed the same.


Notary Public
(or Fire District Officer)

CERTIFICATE

I Paulette Wilk Rudy, Fire District Secretary of the Pine Island Fire District, Town of Warwick, County of Orange, State of New York, HEREBY CERTIFY that I have compared the annexed copy of certificate as to the results of the voting at the annual election duly called and held in said Fire District on December 13, 2022, with the original thereof which was filed with the Board of Fire Commissioners in my office as Fire District Secretary following said annual election, and the same is a true copy of said original certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on the 13th day of December, 2022.


Paulette Wilk Rudy, Secretary

X

TOWN CLERK'S CERTIFICATE

I, Eileen M. Astorino, Town Clerk of the Town of Warwick, New York, HEREBY CERTIFY that on December 19, 2022 within seventy-two (72) hours after the annual election held in the Greenwood Lake Joint Fire District on December 13, 2022, a certificate showing the results of the canvass of the voting at the Fire District annual election submitted to the qualified voters of said Fire District, a full and complete copy of which is annexed hereto and made a part hereof, was filed in the office of the Town Clerk of the Town of Warwick.

IN WITNESS WHEREOF, I have hereunto set my hand and corporate seal of said Town on the 19 day of December, 2022.

Eileen M Astorino
TOWN CLERK

(SEAL)

OATH OF INSPECTORS OF ELECTION

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

WE, THE UNDERSIGNED, having been designated to act as Chairman, Inspector(s) of Election and Ballot Clerk(s) for the annual election of the qualified electors of the Greenwood Lake Joint Fire District, Town of Warwick and Village of Greenwood Lake, Orange County, New York, to be held at the firehouse located at 17 Mountain Lakes Lane, Greenwood Lake, New York, in said Fire District on December 13, 2022 at 6:00 P.M., DO SOLEMNLY SWEAR, that we will support the Constitution of the State of New York and that we will faithfully discharge the duties of the offices of Chairman, Inspector(s) of Election and Ballot Clerk(s) at such annual election prescribed in the notice calling for the annual election.

Deborah Santanpia-Scorde
Chairman

Hussein EIRI PAI
Election Inspector

Santo Di Mattina
Election Inspector (optional)

Ballot Clerk

Ballot Clerk (optional)

Subscribed and sworn to before me
this 13th day of December, 2022

Paul Archais
Notary Public
(or Fire District Officer)

CERTIFICATE OF THE RESULTS OF THE CANVASS
 OF THE BALLOTS CAST AT ANNUAL ELECTION OF
 GREENWOOD LAKE JOINT FIRE DISTRICT
 TOWN OF WARWICK AND VILLAGE OF GREENWOOD LAKE
ORANGE COUNTY, NEW YORK

STATE OF NEW YORK)
) ss.:
 COUNTY OF ORANGE)

WE, THE UNDERSIGNED, Chairman, Election Inspector(s) and Ballot Clerk(s) of the annual election of Greenwood Lake Joint Fire District, Town of Warwick and Village of Greenwood Lake, Orange County, New York, held on the 13th day of December, 2022, DO HEREBY CERTIFY as follows:

FIRST: That the annual election of said Fire District was held at the firehouse located at 17 Mountain Lakes Lane, Greenwood Lake, New York, in said District on December 13, 2022 between the hours of 6:00 P.M. and 9:00 P.M. on that day.

SECOND: That a canvass of the ballots cast at such election showed the following:

To elect one (1) Fire District Commissioner for a five (5) year term commencing January 1, 2023 and ending December 31, 2027.

Name(s) Printed on Ballot	Number of Votes
Michael Dunlop	16
Number of Void Votes	4
Total Number of Ballots Cast	20

IN WITNESS WHEREOF, we have hereunto set our hands this
13th day of December, 2022.

Deborah Santarpia Searle
Chairman

Santa A. Di Mattina
Election Inspector

Hussien ARM J
Election Inspector (optional)

Ballot Clerk

Ballot Clerk (optional)

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 13th day of December, 2022, before me personally
appeared Deborah Santarpia Searle
Santa Di Mattina Hussien Elkai
to me known and known to be the same individuals described in
and who executed the foregoing instrument and they severally
acknowledged to me that they executed the same.

Dody Nichols
Notary Public
(or Fire District Officer)

CERTIFICATE

I, Dody A. Nicholas, Fire District Secretary of the Greenwood Lake Joint Fire District, Town of Warwick and Village of Greenwood Lake, County of Orange, State of New York, HEREBY CERTIFY that I have compared the annexed copy of certificate as to the results of the voting at the annual election duly called and held in said Fire District on December 13, 2022, with the original thereof which was filed with the Board of Fire Commissioners in my office as Fire District Secretary following said annual election, and the same is a true copy of said original certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on the 13th day of December, 2022.



Dody A. Nicholas, Secretary

X

TOWN CLERK'S CERTIFICATE

I, Eileen M. Astorino, Town Clerk of the Town of Warwick, New York, HEREBY CERTIFY that on December 14, 2022 within seventy-two (72) hours after the annual election held in the Florida Fire District on December 13, 2022, a certificate showing the results of the canvass of the voting at the Fire District annual election submitted to the qualified voters of said Fire District, a full and complete copy of which is annexed hereto and made a part hereof, was filed in the office of the Town Clerk of the Town of Warwick.

IN WITNESS WHEREOF, I have hereunto set my hand and corporate seal of said Town on the 14 day of December, 2022.

Eileen M. Astorino
TOWN CLERK

(SEAL)

CERTIFICATE OF THE RESULTS OF THE CANVASS
OF THE BALLOTS CAST AT ANNUAL ELECTION OF
FLORIDA FIRE DISTRICT
TOWN OF WARWICK, ORANGE COUNTY, NEW YORK

STATE OF NEW YORK)
) ss. :
COUNTY OF ORANGE)

WE, THE UNDERSIGNED, Chairman, Election Inspector(s) and Ballot Clerk(s) of the annual election of Florida Fire District, Town of Warwick, Orange County, New York, held on the 12th day of December, 2022, DO HEREBY CERTIFY as follows:

FIRST: That the annual election of said Fire District was held at the firehouse located at 19 South Main Street, Florida, New York, in said District on December 12, 2022, between the hours of 6:00 P.M. and 9:00 P.M. on that day.

SECOND: That a canvass of the ballots cast at such election showed the following:

To elect one (1) Fire District Commissioner for a five (5) year term commencing January 1, 2023 and ending December 31, 2027.

<u>Name Printed on Ballot</u>	<u>Number of Votes</u>
Michael Colman	43

<u>Name(s) Written In on Ballot</u>	<u>Number of Votes</u>

Number of Void Votes _____

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of December, 2022.

Bill Paul Jeff Babcock

Chairman

Anthony DiMichele Brian DiMichele

Election Inspector

Vincent J. Kowalec VINCENT J. KOWALEC

Election Inspector

Michael R. P. Ime MICHAEL R. P. IME

Election Inspector

Kenneth Matuszew Kenneth Matuszew

Ballot Clerk

Ballot Clerk

STATE OF NEW YORK)
)
COUNTY OF ORANGE) ss. :
a

On the 12th day of December, 2022 before me personally appeared _____

Jeff Babcock, Chairman

to me known and known to be the same individuals described in and who executed the foregoing

instrument and they severally acknowledge to me that they executed the same.

Suzanne Greenhill

Notary Public
(or Fire District Officer)

OATH OF INSPECTORS OF ELECTION

STATE OF NEW YORK)

) ss. :

COUNTY OF ORANGE)

WE, THE UNDERSIGNED, having been designated to act as Chairman, Inspector(s), of Election and Ballot Clerk(s) for the annual election of the qualified electors of the Florida Fire District Town of Warwick, Orange County, New York, to be held at the firehouse located at 19 South Main Street, Florida, New York in said Fire District on December 12, 2022 at 6:00 P.M., DO SOLEMNLY SWEAR, that we will support the Constitution of the State of New York and that we will faithfully discharge the duties of the State of New York and that we will faithfully discharge the duties of the offices of Chairman, Inspector(s), of Election and Ballot Clerk(s), at such annual election prescribed in the notice calling for the annual election.

Jeff Babuck Jeff Babuck

Chairman

Gary Dime Gary Dime

Election Inspector

Vincent J. Kowalczyk VINCENT J. KOWALCZYK

Election Inspector

Michael R. Piller MICHAEL R. PILLER

Election Inspector

Kenneth Matuszewski Kenneth MATOSZEWSKI

Ballot Clerk

Ballot Clerk

Subscribed and sworn to before me
this 12th day of December, 2022.

Suzanne Greenhill

Notary Public
(or Fire District Officer)

FLORIDA FIRE DISTRICT
TOWN OF WARWICK, COUNTY OF ORANGE, NEW YORK
ANNUAL ELECTION – DECEMBER 12, 2022

1. Use only a pen having blue or black ink or a pencil having black lead.
2. Make a cross (X) or a check (✓) in front of the candidate's name for whom you wish to cast a ballot.
3. Any mark other than a cross (X) or a (✓) used for the purpose of voting or any erasure made on this ballot is unlawful.
4. If this ballot is spoiled, return it to election officials and obtain another.


FOR FIRE DISTRICT COMMISSIONER
FOR A TERM OF FIVE (5) YEARS
(until December 31, 2027)

	MICHAEL COLEMAN

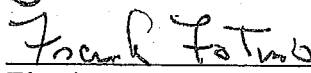
OATH OF INSPECTORS OF ELECTION

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

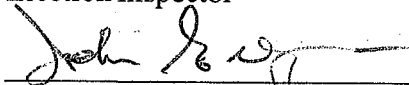
WE, THE UNDERSIGNED, having been designated to act as Chairman, Inspector(s) of Election and Ballot Clerk(s) for a Annual election of the qualified electors of the Warwick Fire District, Town of Warwick, Orange County, New York, to be held at the Fire District Offices, located at 25 Church Street, Warwick, NY 10990, in said Fire District on December 13, 2022, at 6:00 P.M., DO SOLEMNLY SWEAR, that we will support the Constitution of the State of New York and that we will faithfully discharge the duties of the offices of Chairman, Inspector(s) of Election and Ballot Clerk(s) at such Annual election prescribed in the notice calling for the Annual election.




Chairman



Election Inspector



Election Inspector (optional)



Ballot Clerk

Ballot Clerk (optional)

Subscribed and sworn to before me
this 13th day of December, 2022.

Notary Public
(or Fire District Officers)

CERTIFICATE OF THE RESULTS OF THE CANVASS
OF THE BALLOTS CAST AT THE ANNUAL ELECTION OF
WARWICK FIRE DISTRICT
TOWN OF WARWICK
ORANGE COUNTY, NEW YORK

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

WE, THE UNDERSIGNED, Chairman, Election Inspector(s) and Ballot Clerk(s) of the Annual election of Warwick Fire District, Town of Warwick, Orange County, New York, held on the 13th day of December, 2022, DO HEREBY CERTIFY as follows:


FIRST: That the annual election of said Fire District was held at the Fire District Offices, located at 25 Church Street, Warwick, NY 10990, in said District on December 13, 2022, between the hours of 6:00 P.M. and 9:00 P.M. on that day.


SECOND: That a canvas of the ballots cast at such election showed the following:

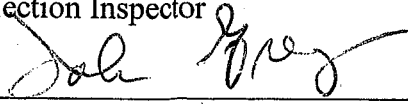
RESOLUTION FOR 5 YEAR TERM OF OFFICE

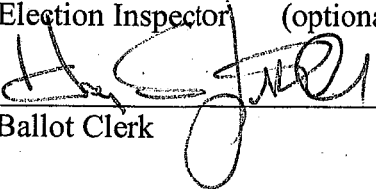
Total Number of Ballots Cast	<u>29</u>
Number of Void Votes	<u>0</u>
Votes cast for " <u>George Schick</u> "	<u>29</u>
Votes cast for "_____"	<u>-</u>
Votes cast for "_____"	<u>-</u>

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of
December, 2022.


Chairman


Election Inspector


Election Inspector (optional)

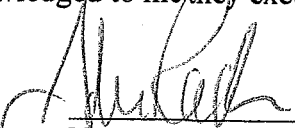

Ballot Clerk

Ballot Clerk (optional)

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ___ day of December, 2022, before me personally appeared

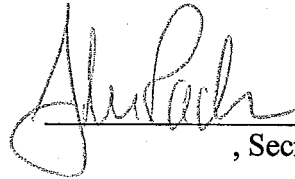
to me known and known to be the same individuals described in and who executed the
foregoing instrument and they severally acknowledged to me they executed the same.


Notary Public
(or Fire District Officer)

CERTIFICATE

I, John Rader, Fire District Secretary of the Warwick Fire District, Town of Warwick, County of Orange, State of New York, HEREBY CERTIFY that I have compared the annexed copy of certificate as to the results of the voting at an election duly called and held in said Fire District on December 13, 2022, with the original thereof which was filed with the Board of Fire Commissioners in my office as Fire District Secretary following said Annual election, and the same is a true copy of said original certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on the 15 day of
December, 2022.



, Secretary

TOWN CLERK'S CERTIFICATE

I, Eileen M. Astorino, Town Clerk of the Town of Warwick, New York, HEREBY CERTIFY that on December 15, 2022, within seventy-two (72) hours after the Annual election held in the Warwick Fire District on December 13, 2022, a certificate showing the results of the canvass of the voting at a Fire District regular election submitted to the qualified voters of said Fire District, a full and complete copy of which is annexed hereto and made a part hereof, was filed in the office of the Town Clerk of the Town of Warwick.

IN WITNESS WHEREOF, I have hereunto set my hand and corporate seal of said Town on the 15 day of December, 2022.

Eileen M. Astorino
TOWN CLERK

(SEAL)

EILEEN M. ASTORINO
Notary Public, State of New York
No. 01AS6331912
Qualified in Orange County
Commission Expires October 19, 2023



AGREEMENT FOR VENDOR SERVICES

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

RECITALS

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

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

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

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

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

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

ARTICLE 1. SCOPE OF WORK

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

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

ARTICLE 2. APPROVAL AND TERM OF AGREEMENT

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

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

of the Party's respective governing bodies, and shall continue in full force and effect until December 31, 202312.

ARTICLE 3. COMPENSATION

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

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul

this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

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

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

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 16. TERMINATION

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

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

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

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

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

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

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

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

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and

operate as a general release to the COUNTY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. MODIFICATION

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

ARTICLE 24. SERVICE OF PROCESS

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or

legality of registration status, as a condition of contract, the VENDOR shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, VENDOR consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon VENDOR'S actual receipt of process, or upon the COUNTY'S receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the COUNTY, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the COUNTY to the last known address shall be sufficient.

ARTICLE 25. SEXUAL HARASSMENT CERTIFICATION

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

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

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

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

ARTICLE 26. RECITALS

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

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

COUNTY OF ORANGE

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

TOWN OF WARWICK

By: _____
NAME: Michael P. Sweeton
TITLE: Town Supervisor
Date: _____

SCHEDULE A

SCOPE OF WORK

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

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

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

VENDOR shall employ an individual (the “Courier”) to operate the Delivery Vehicle (which includes the retrieval of Meals from the Central Kitchen and delivery of Meals as set forth below) five (5) days per week, Monday through Friday, exclusive of those days which are County holidays (see further details below), those days on which there is an emergency or inclement weather conditions causing a cancellation of the Program (see further details below), or as otherwise mutually agreed to in writing by the Parties.

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

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

In the event of an emergency or inclement weather conditions, OCOFA’s Nutrition Director will make the decision as to whether a cancellation of the Program is warranted. If the decision to cancel the Program is made, OCOFA staff will contact the Courier at (845) 987-8270 and/or

(914) 557-0638 to advise of such cancellation by no later than 9:00 AM on the day of the cancellation.

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

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

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

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

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

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

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

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

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

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

VENDOR must follow CDC and FDA guidelines and best practices for delivery services during the Coronavirus (“COVID-19”) pandemic, including but not limited to, physical distancing, wearing facemasks, conducting employee health screenings, routinely cleaning and sanitizing coolers, and insulated bags used to deliver foods, as applicable, especially

when interacting with Program Participants. VENDOR shall offer “no touch” deliveries and call Program Participants when deliveries have arrived. Home Delivered Meals may be left in pick-up areas as designated by each Program Participant (e.g. by front door) to help maintain social distancing.

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

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

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

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

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

EXHIBIT B

TEST MEAL

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

ITEM	TEMP ° F

VOLUNTEER
SIGNATURE: _____
COMMENTS:

TEST MEAL

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

ITEM	TEMP ° F

VOLUNTEER
SIGNATURE: _____
COMMENTS:

SCHEDULE B

FEES AND EXPENSES

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

1. Reimbursement for the compensation paid by VENDOR to the Courier at an hourly rate of \$8.74, up to a maximum of 996 hours actually spent by the Courier in retrieving and delivering Meals as detailed on Schedule A, for a total amount of \$8,705.00; plus

2. Reimbursement for the mileage actually incurred to retrieve and deliver Meals as detailed on Schedule A at the Federally-approved rate for tax year ~~2021~~-2023 (which rate is expected to be published by the United States Internal Revenue Service in or about mid-December ~~2020~~2022, and is hereby incorporated and made part of this Agreement by reference) up to a maximum amount of \$9,920.00.

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

SCHEDULE C

RESOLUTIONS

See Attached

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

**Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



30 Harriman Drive
Goshen, New York 10924-2410
(845) 291-2604
FAX (845) 291-2628

MEMORANDUM

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

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

The minimum requirements for insurance are as follows:

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

The certificate holder is to be addressed as follows:

County of Orange
C/O Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924

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

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

The following is a list of accepted forms:

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

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

Workers' Compensation Requirements under Workers' Compensation Law §57

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

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

OR

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

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

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

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

OR

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

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

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

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

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

22 WELLS FARM ROAD
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions **on or after January 1, 2014** above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
TOWN OF WARWICK
132 KINGS HIGHWAY
WARWICK, NY 10990
1b. Business Telephone Number of Insured
845-986-1126
1c. Federal Employer Identification Number of Insured or Social Security Number
146002490
2. Name and Address of Entity Requesting Proof of Coverage
COUNTY OF ORANGE
C/O OFFICE OF THE AGING
40 MATTHEWS ST
SUITE 305
GOSHEN NY 10924
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL174304
3c. Policy effective period
01/01/2022 to 12/31/2023

4. Policy provides the following benefits:
[X] B. Disability benefits only.
5. Policy covers:
[X] B. Only the following class or classes of employer's employees:
ALL EMPLOYEES ARE INCLUDED

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/14/2022 By [Signature]
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Warwick Town Clerk

From: Malfa, Joseph <JMalfa@orangecountygov.com>
Sent: Tuesday, December 13, 2022 12:51 PM
To: Warwick Town Clerk
Subject: 2023 Congregate Dining Contract
Attachments: Warwick 2023 Contract.docx; Disclosure of Prior Non-Responsibility Determinations.pdf; Insurance Requirement Memo - 2023.docx; Iran Divestment Act Certification.pdf; Pay to Play.pdf

Attached please find the following items along with a memo describing 2023 insurance requirements for all contracted vendors:

- OCOFA Consultant Services Agreement
- Iran Divestment Act Certification
- Disclosure of Prior Non-Responsibility Determinations
- Orange County Local Law No. 13 Memo (Pay-to-Play) and the two forms relating to this law:
 - o Form A - (signature required on page 2)
 - o Form B - **this form must be notarized and signed**

Please print (**one-sided only**), review, sign, and mail all of the documents to my attention to the address listed below as soon as possible. **Please include the following with the items listed above:**

- A current professional liability insurance certificate – with **County of Orange listed in the Certificate Holder section** (see insurance memo for details).
- A Workers Compensation and Disability Insurance certificate or a printed *and* signed copy of form CE200 - Workers' Comp/Disability waiver - which is completed online (please use the link below to request for WC/DB exemption and see insurance memo page 2 for instructions).

<https://www.wcb.ny.gov/icexempt/index.jsp>

Please do not hesitate to contact me if you need assistance with any of these forms.

Joseph J. Malfa

Fiscal Manager
Orange County Office For the Aging
40 Matthews Street
3rd Floor – Suite 305
Goshen, NY 10924
Phone: (845) 615-3726
Fax: 845-360-9266
jmalfa@orangecountygov.com



Steven M. Neuhaus

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

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP
SELF-INSURANCE**


1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Warwick 132 Kings Highway Warwick, NY 10990	1d. Business Telephone Number of Business referenced in box "1a" 845-986-1120
1b. Effective Date of Membership in the Group <u>01/01/2008</u>	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange C/O Office for the Aging 40 Matthews St. Suite 305 Goshen, NY 10924	3. Name and Address of Group Self-Insurer NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 900 STEWART AVENUE, SUITE 600 GARDEN CITY, NY 11530

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartcorn 01/01/2023- 12/31/2023
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by: 
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name & Address of Insured (use street address only) TOWN OF WARWICK 132 KINGS HIGHWAY WARWICK, NY 10990</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 845-986-1126</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 146002490</p>
---	---

<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ORANGE C/O OFFICE OF THE AGING 40 MATTHEWS ST SUITE 305 GOSHEN NY 10924</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL174304</p> <p>3c. Policy effective period 01/01/2022 to 12/31/2023</p>
--	---

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.


C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:
ALL EMPLOYEES ARE INCLUDED

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/14/2022 By 
(Signature of insurance carrier's authorized representative or NYS Licensed insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Warwick Town Comptroller

From: Michael Sweeton
Sent: Wednesday, December 14, 2022 8:56 AM
To: Warwick Town Comptroller
Subject: FW: 2023 Congregate Dining Contract
Attachments: Warwick 2023 Contract.docx; Disclosure of Prior Non-Responsibility Determinations.pdf; Insurance Requirement Memo - 2023.docx; Iran Divestment Act Certification.pdf; Pay to Play.pdf

I'll need the insurance certificates for the dec 30th meeting.

From: Warwick Town Clerk <clerk@townofwarwick.org>
Sent: Tuesday, December 13, 2022 2:31 PM
To: Michael Sweeton <msweeton@townofwarwick.org>
Cc: Warwick Town Comptroller <comptroller@townofwarwick.org>
Subject: FW: 2023 Congregate Dining Contract

From: Malfa, Joseph <JMalfa@orangecountygov.com>
Sent: Tuesday, December 13, 2022 12:51 PM
To: Warwick Town Clerk <clerk@townofwarwick.org>
Subject: 2023 Congregate Dining Contract

Attached please find the following items along with a memo describing 2023 insurance requirements for all contracted vendors:

- OCOFA Consultant Services Agreement
- Iran Divestment Act Certification
- Disclosure of Prior Non-Responsibility Determinations
- Orange County Local Law No. 13 Memo (Pay-to-Play) and the two forms relating to this law:
 - o Form A - (signature required on page 2)
 - o Form B - **this form must be notarized and signed**

Please print (**one-sided only**), review, sign, and mail all of the documents to my attention to the address listed below as soon as possible. **Please include the following with the items listed above:**

A current professional liability insurance certificate – with **County of Orange listed in the Certificate Holder section** (see insurance memo for details).

A Workers Compensation and Disability Insurance certificate or a printed *and* signed copy of form CE200 - Workers' Comp/Disability waiver - which is completed online (please use the link below to request for WC/DB exemption and see insurance memo page 2 for instructions).

<https://www.wcb.ny.gov/icexempt/index.jsp>

Please do not hesitate to contact me if you need assistance with any of these forms.

Joseph J. Malfa

Fiscal Manager

Orange County Office For the Aging

40 Matthews Street

3rd Floor – Suite 305

Goshen, NY 10924

Phone: (845) 615-3726

Fax: 845-360-9266

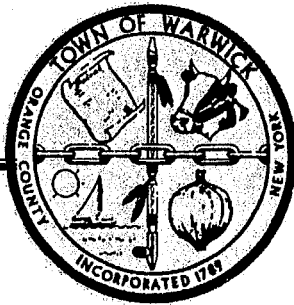
jmalfa@orangecountygov.com



Steven M. Neuhaus

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

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

BUILDING & PLANNING DEPT (845) 986-1127
FAX NO. (845) 987-9644
BUILDING DEPT EXT. 258/260
PLANNING DEPT EXT. 261
ENGINEER EXT. 259

December 9, 2022

Town Supervisor/Town Board

RE: 46-1-48.2
85 John Hicks Dr
Trailer

RECEIVED
DEC 16 2022
Town of Warwick
Town Clerk

Dear Town Supervisor/Town Board:

The trailer from American Iron & Crane Inc. has been removed from the GTI parcel listed above per an onsite inspection. The Building Department recommends the release of the \$1,000 bond that was posted be returned to the following:

American Iron & Crane Inc.
2822 Curry Road
Schenectady, NY 12303

Sincerely,

Daniel Gibson
Building Inspector

DG/sw

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

BUILDING & PLANNING DEPT (845) 986-1127
FAX NO. (845) 987-9644
BUILDING DEPT EXT. 258/260
PLANNING DEPT EXT. 261
ENGINEER EXT. 259

December 9, 2022

Town Supervisor/Town Board

RE: 46-1-48.2
85 John Hicks Dr
Trailer

Dear Town Supervisor/Town Board:

The trailer from American Iron & Crane Inc. has been removed from the GTI parcel listed above per an onsite inspection. The Building Department recommends the release of the \$1,000 bond that was posted be returned to the following:

American Iron & Crane Inc.
2822 Curry Road
Schenectady, NY 12303

Sincerely,

Daniel Gibson
Building Inspector

DG/sw

Trailer Bond

Date posted: 7/25/2022

S-B-L: 46-1-41-48

Address: John Hicks Drive
Warwick, NY 10990

Bond Posted By: American Iron and Crane, Inc.
(Money will be returned to) 2822 Curry Road
Schenectady, NY 12303

Payment Method: Certified check or cash

Amount: \$1,000

TOWN USE ONLY

Comptroller Signature: Donnie Kane

Date Received: 8/5/2022

Amount Received: \$1000⁰⁰

TRAILER PERMIT



Town of Warwick
132 Kings Highway
Warwick, NY 10990
845-986-1127

S-B-L #: 46-1-48.2

Permit #: 31510

File Date: 8/8/2022

Expiration Date: 2/6/2023

Location: 85 JOHN HICKS DR

A Permit is hereby given by the Building Department, TOWN OF WARWICK, ORANGE COUNTY, for the structure described herein:

Owner Information:

GTI Warwick Opportunities LLC
325 W Huron St - Ste 700
Chicago, IL 60654

Contacts:

Work Description: TRAILER
TEMPORARY JOB SITE TRAILER (AMERICAN IRON AND CRANE, INC.)

\$1000 TRAILER BOND POSTED - CK #008883

REMARKS:

PERMIT EXPIRES SIX-MONTHS FROM ISSUE DATE.

Cost of Construction: \$

Fees:

BUILDING PERMIT - MINOR NO C/O REQUIRED	\$100.00
Total Paid:	\$100.00

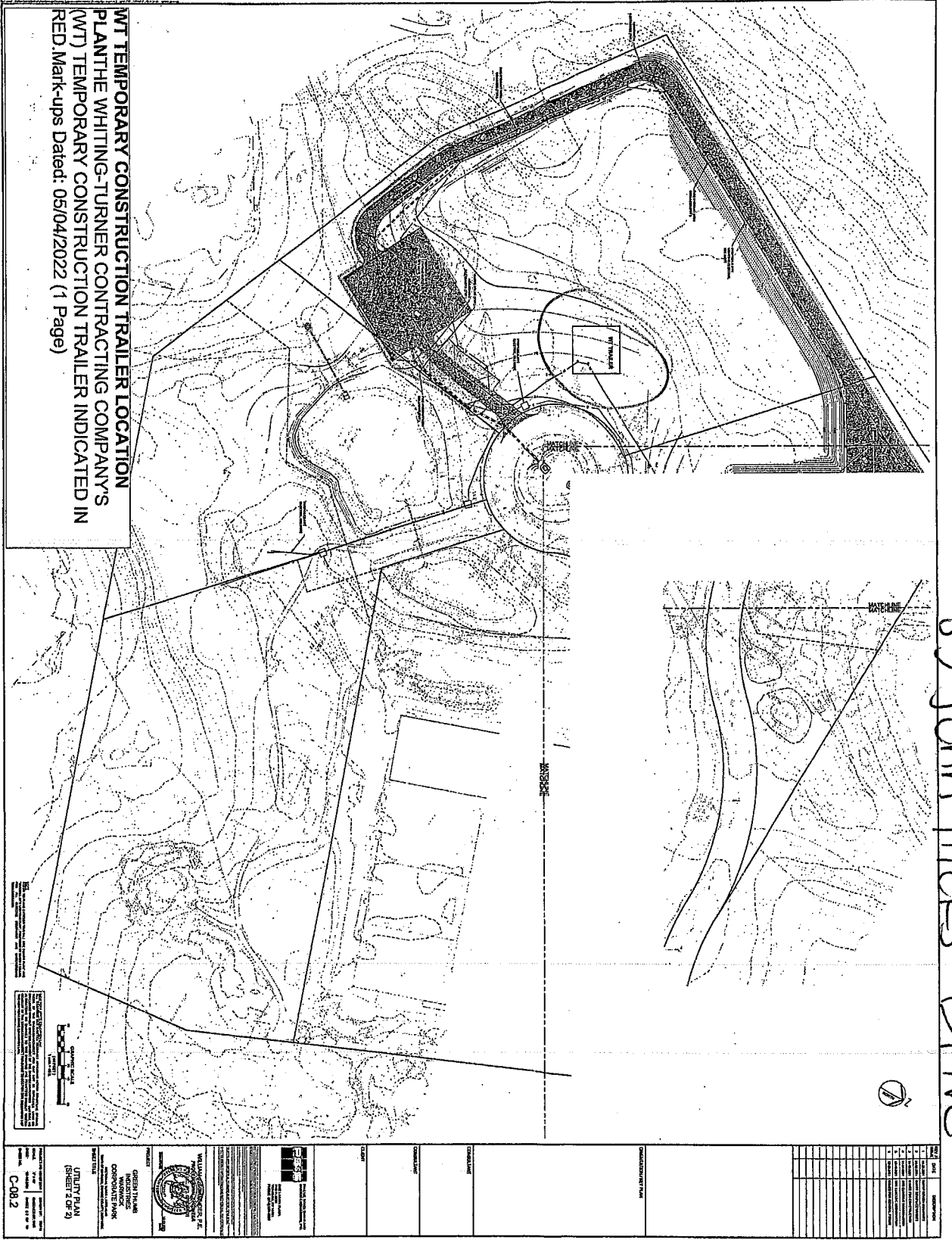
IMPORTANT

1. The owner/contractor shall adhere to all State and Local Codes and Ordinances.
2. A permit under which no work has commenced within one (1) year after issuance, shall expire by limitation, and a new permit must be secured before work can begin.
3. It is the responsibility of the owner and/or contractor to comply with all applicable ordinances and to call for the required inspections at least one day in advance.
4. Please call Orange & Rockland Utilities, Inc. at 811 prior to any digging on your property.

BUILDING INSPECTOR

When work is complete contact Building Department for final inspection for Certificate of Compliance or Certificate of Occupancy (which application must be applied/paid for).

45 JOHN HICKS DRIVE



Confirm trailer is removed. Yes
American Iron + Crane trailer

American Iron & Crane Inc
2822 Curry Rd
Schenectady NY 12303
(518) 357-9309

October 26, 2022

Town of Warwick Building Department
132 Kings Highway
Warwick NY 10990

On October 19, 2022 we removed the 20' office conex we had at the Green Thumb Industries site for work the company was contracted to perform there. We are requesting the bond payment in the amount of \$1,000 we placed on this conex be returned to us. Please reach out to us at the above phone number if you have any questions in regard to this.

Thank you,

Amber Brate

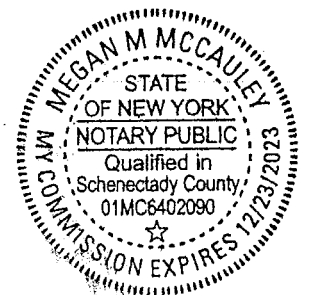
Amber Brate

State of New York
County of Albany

Subscribed and sworn to before me this 26th day of October, 2022

Megan M. McCauley

My commission expires 12/23/2023



x

MEMORANDUM OF UNDERSTANDING

**IT IS HEREBY AGREED BETWEEN THE WARWICK COMMUNITY
AMBULANCE SERVICE, INC. AND THE TOWN OF WARWICK, NEW YORK THAT:**

1. There is a contract for providing ambulance service to specified areas for "Town of Warwick Ambulance District #1" dated January 17, 1992, which contract covers the 1992 calendar year.

2. That previous memorandum had excluded the portion of the Town of Warwick that was within the confines of the former Mid-Orange Correctional Facility. However, the Warwick Community Ambulance Service, Inc. shall now service that portion of the Town of Warwick on a primary response basis.

3. That there is an Agreement for providing ambulance service to the "Town of Warwick Ambulance District #4" dated February 27, 2015. There is a Memorandum of Understanding for same for the 2019 year.

4. That there are Memorandums of Understanding for the Town of Warwick Ambulance Protective District #1 for the years 1993 through 2019.

5. That the parties hereby agree that the terms of that contract of service for the Town of Warwick Ambulance Protective District #1 (dated January 17, 1992) subject to Paragraph 2 herein shall be extended to the 2021 calendar year (January 1, 2021 to December 31, 2021) with the payment terms as more fully set out in paragraph 7 herein.

6. The parties hereby agree that the terms of the contract of service dated February 27, 2015 for the Town of Warwick Ambulance District #4 shall be extended to the 2023 calendar year (January 1, 2023 to December 31, 2023) with the payment terms as more fully set out in paragraph 7 herein.

7. That the total payment due to the Warwick Community Ambulance Service, Inc. for the 2019 calendar year for District #1 and #4 shall be FIVE HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED TWENTY-FIVE AND 00/100ths (\$553,925.00) DOLLARS and said amounts shall be paid as follows:

A. On or about March 1, 2023 the sum of ONE HUNDRED FIFTY FOUR THOUSAND, NINE HUNDRED SEVENTY-FIVE AND 00/100ths (\$154,975.00) DOLLARS shall be paid to the Warwick Community Ambulance Service, Inc.

B. On or about April 1, 2023 the sum of ONE HUNDRED FIFTY FOUR THOUSAND, NINE HUNDRED SEVENTY-FIVE AND 00/100ths (\$154,975.00) DOLLARS shall be paid to the Warwick Community Ambulance Service, Inc.

C. On or before July 1, 2023 the balance of said contract in the amount ONE HUNDRED FIFTY FOUR THOUSAND, NINE HUNDRED SEVENTY-FIVE AND 00/100ths

(\$154,975.00) DOLLARS shall be paid to the Warwick Community Ambulance Service, Inc.

D. On or before August 15, 2023, the Town of Warwick will remit EIGHTY-NINE THOUSAND AND 00/100ths (\$89,000.00) DOLLARS funding for a WAL WSAP program subject to an itemized contribution calculation provided by the Plan Administrator Penflex as approved by the WAC and certified by the Warwick Town Board.

8. All other terms and conditions shall apply to the 2023 calendar year.

Dated: _____, 2023

TOWN OF WARWICK, NEW YORK

BY: _____

Michael Sweeton, Supervisor

WARWICK COMMUNITY AMBULANCE SERVICE, INC.

BY: _____

Christopher Kane, President

STATE OF NEW YORK)
COUNTY OF ORANGE)ss.:

On the _____ day of December, in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael Sweeton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ORANGE)ss.:

On the _____ day of December, in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared **Christopher Kane**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

X

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY AGREED BETWEEN THE PINE ISLAND VOLUNTEER AMBULANCE CORPS., INC. AND THE TOWN BOARD OF THE TOWN OF WARWICK, NEW YORK THAT:

1. There is a contract for providing ambulance service to specified areas of the Town of Warwick dated February 10, 1994, which contract covers the 1994 calendar year.
2. That there is a Memorandum of Understanding for the 1995 calendar year between the parties.
3. That there is a Memorandum of Understanding for the 1996 calendar year between the parties.
4. That there is a Memorandum of Understanding for the 1997 calendar year between the parties.
5. That there is a Memorandum of Understanding for the 1998 calendar year between the parties.
6. That there is a Memorandum of Understanding for the 1999 calendar year between the parties.
7. That there is a Memorandum of Understanding for the 2000 calendar year between the parties.
8. That there is a Memorandum of Understanding for the 2001 calendar year between the parties.
9. That there is a Memorandum of Understanding for the 2002 calendar year between the parties.
10. That there is a Memorandum of Understanding for the 2003 calendar year between the parties.
11. That there is a Memorandum of Understanding for the 2004 calendar year between the parties.
12. That there is a Memorandum of Understanding for the 2005 calendar year between the parties.
13. That there is a Memorandum of Understanding for the 2006 calendar year between the parties.
14. That there is a Memorandum of Understanding for the 2007 calendar year between the parties.
15. That there is a Memorandum of Understanding for the 2008 calendar year between the parties.

16. That there is a Memorandum of Understanding for the 2009 calendar year between the parties.

17. That there is a Memorandum of Understanding for the 2010 calendar year between the parties.

18. That there is a Memorandum of Understanding for the 2011 calendar year between the parties.

19. That there is a Memorandum of Understanding for the 2012 calendar year between the parties.

20. That there is a Memorandum of Understanding for the 2013 calendar year between the parties.

21. That there is a Memorandum of Understanding for the 2014 calendar year between the parties.

22. That there is a Memorandum of Understanding for the 2015 calendar year between the parties.

23. That there is a Memorandum of Understanding for the 2016 calendar year between the parties.

24. That there is a Memorandum of Understanding for the 2017 calendar year between the parties.

25. That there is a Memorandum of Understanding for the 2018 calendar year between the parties.

26. That there is a Memorandum of Understanding for the 2019 calendar year between the parties.

27. That there is a Memorandum of Understanding for the 2020 calendar year between the parties.

That the parties agree that the terms of that contract for services (dated February 10, 1994) shall be extended to the 2020 calendar year (January 1, 2020 to December 31, 2020) with the payment terms as more fully set out in Paragraph 28 herein.

28. That there is a Memorandum of Understanding for the 2021 calendar year between the parties.

29. That there is a Memorandum of Understanding for the 2022 calendar year between the parties.

30. That the parties agree that the terms of that contract for services (dated February 10, 1994) shall be extended to the 2023 calendar year (January 1, 2023 to December 31, 2023) with the payment

terms as more fully set out in Paragraph 30 herein.

That the total payment due to the PINE ISLAND VOLUNTEER AMBULANCE CORPS., INC. for the 2023 calendar year shall be ONE HUNDRED FIFTY THOUSAND AND 00/100ths (\$150,000.00) DOLLARS and said amounts shall be paid as follows:

A. On or about March 1, 2023, the sum of SEVENTY-FIVE THOUSAND and 00/100ths (\$75,000.00) DOLLARS shall be paid to the PINE ISLAND VOLUNTEER AMBULANCE CORPS., INC.

B. On or about May 1, 2023, the sum of SEVENTY-FIVE THOUSAND, and 00/100ths (\$75,000.00) DOLLARS shall be paid to the PINE ISLAND VOLUNTEER AMBULANCE CORPS., INC.

31. All other terms and conditions shall apply to the 2023 calendar year.

Dated: December _____, 2022

TOWN OF WARWICK, NEW YORK

BY: _____
Michael Sweeton, Supervisor

PINE ISLAND VOLUNTEER AMBULANCE CORPS., INC.

BY: _____
Kelly Pikul, President

STATE OF NEW YORK)
COUNTY OF ORANGE)ss.:

On the _____ day of December, in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael Sweeton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ORANGE)ss.:

On the _____ day of December, in the year 2022, before me the undersigned, a Notary Public in and for said State, personally appeared **Kelly Pikul**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Warwick Town Clerk

From: Deborah Young <dyoungesq@gmail.com>
Sent: Tuesday, December 20, 2022 7:00 PM
To: Michael Sweeton; Lt. John Rader; Ben Astorino; Warwick Town Clerk; The Volunteers; kevinshuback@gmail.com; Russel Kowal
Subject: One of Two Pictures - Extreme Destruction at Cascade Lake Park
Attachments: hill by falls 12-17-22 1-57pm.pdf

This is the first of two pictures of the main trail by the falls. This one was taken on Saturday, December 17th when the destruction started. The second one - which is far worse, I must send in a separate email, was taken today. However, the destruction was finished on Sunday, in part by 3 ATVs that left via Cascade Lake Road that afternoon. All trails are now unsafe for walkers due to the mud, ice and deep ruts. We have several dozen pictures documenting the worst destruction we have seen in decades.

Perhaps the illegal, motor vehicle activity was in retaliation for citizens reporting the live bullets found, or the two illegal hunting blinds, and the posting by volunteers (then tearing down) of no hunting signs during hunting season. And yes, they were still hunting in the park this weekend.

Destruction of public property, pollution of waterways and more - all are criminal conduct and pose a constant threat to the safety of the local and out-of-state citizens who routinely and lawfully use this natural resource area that is designated as a Town of Warwick Park.

We need action - we need a solution.

Thank you.

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

RECEIVED

DEC 21 2022

Town of Warwick
Town Clerk

Warwick Town Clerk

From: Deborah Young <dyoungesq@gmail.com>
Sent: Tuesday, December 20, 2022 7:18 PM
To: Michael Sweeton; Lt. John Rader; Ben Astorino; kevinshuback@gmail.com; Russel Kowal; Warwick Town Clerk
Cc: The Volunteers
Subject: The second - worse picture of Cascade Lake Park today
Attachments: 12-20-2022 trail worse.pdf

While the snow is still there, before the forthcoming rain....you can follow the tread marks to the point of entry and the home of some of the destructive rider's homes. You will easily determine most riders are entering from Warwick...not NJ....although some destructive riders also enter from that direction. I intend to share this information with Governor Murphy as the NJ entrance is via his state park.

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