

MS
TB**Web Site Account**

From: "Verrengia, Marianne" <Marianne.Verrengia@kindred.com>
To: <townhall@townofwarwick.org>
Sent: Thursday, December 06, 2012 9:00 AM
Subject: Detective Tetzloff

Chief McGovern and Town Council:

I wanted to take the time to recognize an outstanding Warwick Police Department police officer. The Department is very lucky to have Detective Tetzloff on their team. I came in to report items that had been stolen from my parents by a caregiver that was providing home-health to them for a period of time. Detective Tetzloff was extremely helpful and attentive to this matter and recognized the fact that it was very personal and important to the entire family. He showed compassion and professionalism throughout the entire process. The Detective followed up with me on a regular basis and let me know what was going on every step of the way. I realize this was probably a minor issue as compared to what he usually has to deal with; however, he always made me feel as if it was a top priority. I am truly grateful to Detective Tetzloff for all that he did and your Department is very fortunate to have such a gentleman and professional representing it.

Sincerely,

Marianne Verrengia (daughter of Catherine and Frank Annicaro)

The information contained in this E-mail transmission is intended only for the use of the individual or entity to whom it is addressed. It may contain privileged, confidential, and protected health information.

If you received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then please delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. To do so could violate state and Federal privacy laws. Thank you for your cooperation. Please contact the sender if you need assistance.

Dedicated to Hope, Healing and Recovery.

--

This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.



EDWARD A. DIANA

COUNTY EXECUTIVE

CCDD. X
TRD
MQ

RECEIVED
November 13, 2012
NOV 19 2012
TOWN OF WARWICK
SUPERVISOR'S OFFICE

Honorable Michael Sweeton, Supervisor
Town of Warwick
132 Kings Highway
Warwick, New York 10990

Dear Supervisor Sweeton:

This year the Office of Community Development received grant applications requesting over \$2.6 million and had only \$1.06 million to allocate for the 2013 Program Year. All proposed activities were the subject of a public hearing conducted at the E-911 Center on October 24, 2012. Our formal application containing all municipal projects selected for funding will be submitted to HUD on November 15, 2012.

I am pleased to inform you that the projects listed below have been included in our 2013 Application to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant funds. Please be advised that this is a funding reservation, subject to receipt of anticipated CDBG appropriation from HUD.

Projects:

1) Winslow Parking Area Paving (<i>Subrecipient</i>)	\$25,000.00
2) Bandwagon Community Center Improvements (<i>Subrecipient</i>)	\$25,000.00
3) Empty Bowls Food Pantry (<i>Subrecipient</i>)	\$ 2,500.00
Total 2013 Amount	\$52,500.00

In an effort to make these limited dollars go further, the use of Community Development funds for engineering and administrative costs for construction projects will continue to be prohibited. In addition, if you included funding from "other sources" in the Project Budget Summary of your application, this amount will be included in Schedule "A" of your Municipal Contract. Evidence of expenditure of these funds will be required prior to final payment on the Community Development Grant.

The Office of Community Development will contact you in January to schedule a Project Implementation meeting. The purpose of this meeting will be to discuss grant regulations and contract requirements. We anticipate funds will be available April, 2013.

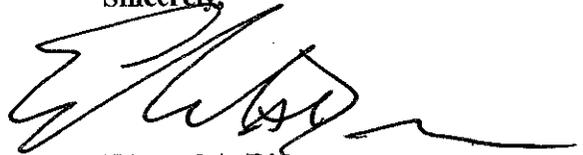
Please **do not** commence the activities specified above until you receive a fully executed written municipal contract with the County. Any funds spent on the program activities listed above prior to execution of a written FY-2013 municipal contract are **not** reimbursable. If you applied for funding on behalf of a Subrecipient, please inform them of the grant conditions.

Please be advised that income eligible homeowners in your municipality will continue to be able to receive low interest loans in 2013 under the Community Development Housing Rehabilitation Program.

According to our records, homeowners within your municipality have received loan funds totaling \$141,242.00 during the 2012 Calendar Year thus far.

I wish you success with your 2013 Community Development projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Diana', with a long horizontal flourish extending to the right.

Edward A. Diana
County Executive

Supervisor Michael Sweeton and Town Board

Town of Warwick, Town Hall, Kings Highway,

Warwick, New York 10990

November 19, 2012

Dear Mr. Sweeton and Town Board Members,

During the time when there was a strong possibility of mining for fissionable materials in the Town of Warwick, the Conservation Board under my leadership and with the very able assistance of William Makofske, Conservation Board member and the public, urged the Town Board to pass a law forbidding any exploratory drilling or mining of these materials within the town borders. This was the first law passed in NYS! The Town Board did the right thing then!

I ask once again for this Board to pass a law forbidding the extraction of oil and gas with the questionable practice of hydraulic fracturing or "fracking". There is ample evidence that this presents enormous negative environmental impacts to the land and the people. Huge amounts of water are required for the process, water which is contaminated with a variety of materials-some of which the industry, under the guise of proprietary reasons will not divulge. That loss of water would impact our remaining farms and the contaminated water certainly will pose hazards to the land, the people, the animals and our air. The amount of land required for even one well is huge. Who knows what will happen to the land after the extraction process is finished!? Because this is a young process, there are many unknowns despite what industry tells us.

One of the scariest aspects of this is that a homeowner who happens to be within the 640 square acre spacing unit would be obligated to go along with the 60% of landowners who opt for the "fracking" process. Even if you own your own MINERAL RIGHTS which most people do not, you have to comply with the major vote!!!

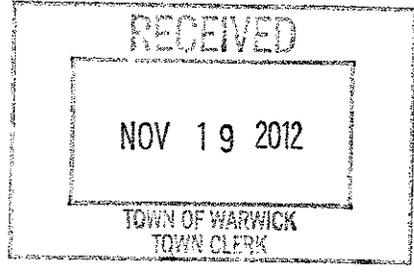
William Makofske, PHD, retired professor of physics is a learned man who would not urge the Town Board to pass this law forbidding "Fracking" within the Town's borders without a great deal of research and knowledge. I know because I worked with him to prepare a lengthy paper for the Town after a great deal of research on mining of fissionable materials. Because of the process we followed, our Town was not sued while several other communities (mainly in N.J.) were.

Time is of the essence. We must pass this law, as so many communities in NYS have already done, to protect our valuable resources here, our economic viability and our health. The industry is pushing this process for the USA to become energy independent yet they fail to present ALL the facts. We can become energy independent by other means-solar, wind, geothermal!

Thank you for your attention,

Patricia McConnell

8



**TOWN OF WARWICK
CONSERVATION BOARD**

MEMORANDUM

November 19, 2012

To: WARWICK TOWN BOARD
Fm: WARWICK CONSERVATION BOARD
Re: Recommendation on Hydraulic Fracturing

Executive Summary

The Conservation Board of the Town of Warwick, after careful study of the various adverse environmental impacts associated with hydraulic fracturing of shale to extract oil and/or natural gas or other energy liquids, along with ancillary activities¹ (hereinafter referred to as "Fracking") recommends that the Town Board adopt a ban on Fracking at the earliest opportunity. The known adverse impacts caused by Fracking, even with substantial mitigation, do not justify allowing such an intensive industrial activity in the Town. Fracking will disrupt the aesthetic quality of the Town's landscape and open spaces, land values, water and air resources, as well as creating potentially unacceptable impacts on the Town's flora and fauna. In addition, Fracking is totally at odds with the Town's Comprehensive Plan.

¹ Ancillary activities include but are not limited to extraction of water from Warwick aquifers or surface waters and transportation to the well sites; collection, containment, ponding and disposal of toxic and brine laden fracking water returned to the sites; land clearing for site development and road access along with laydown areas for construction, truck storage and maintenance, as well as any other activity in support of the Fracking operation.

Introduction

On October 25, 2012, the Town Board requested the Conservation Board (“CB”) to give it a report and recommendation on whether the Town should consider a ban on racking. The Town Board’s request was prompted by Sustainable Warwick’s (“SW”) comprehensive presentation that same night on the potential adverse impacts of Fracking. This Memorandum will not reprise that presentation, because much of that information is on the SW website at <http://sustainablewarwick.org>.

The Need for Quick Action

In September 2011, the NYS Department of Environmental Conservation (“DEC”) proposed changes and additions to its current regulations governing oil and gas extraction. These changes and additions were subject to four hearings, the last of which occurred in New York City on November 30, 2011. Under the State Administrative Procedure Act, those regulations will expire on November 29, i.e. one year from the last hearing. There is some concern that the DEC will act before the 29th although that appears unlikely given that the DEC has referred the health impacts of the New York State Department of Health that in turn referred the matter to an independent panel of expert health professionals. In other words, it is unlikely the DEC will adopt any regulations until that examination is completed.

However, one can never be sure about the timing of such activities. Accordingly, there is some urgency² for the Town to enact a ban to ensure maximum

² The CB had hoped to have its recommendation completed earlier, but Hurricane Sandy had other plans for a good deal of our time.

use of local law and home rule to protect the Town against Fracking. There are two cases³ now in the Appellate Division where the gas industry is trying to reverse the Supreme Court's affirmance of home rule in the expression of zoning that prohibits Fracking in favor of State pre-emption that would only require compliance with DEC regulations. The answer to that legal issue is likely to arrive in the spring of 2013 and it is highly likely that, whatever the decision(s), there will be further appeals to the Court of Appeals for final adjudication.

Environmental Impacts of Fracking that Support a Total Ban at this Time

Fracking has the most significant impacts in the following areas:

Water Quality – Quantity and Quality

Ecosystems and Wildlife

Air Quality

Transportation

Quality of Life, including noise, aesthetics and safety

The CB in formulating its recommendation to the Town Board will concentrate on the impacts to water and air quality, along with conformance to the Town's Comprehensive Plan. The focus on water and air quality should not be construed to

³ Cooperstown Holstein Corporation v. Town of Middlefield, pending Appellate Division 3rd Dept (Otsego County Index No. 2011-0930); Norse Energy Corp., USA v. Town of Dryden, also pending Appellate Division 3rd Dept. (Tompkins County Index No. 2011-0902). Appellants' Briefs in both cases were submitted on October 15, 2012.

minimize the other environmental and health impacts that are fully discussed in the references attached to this Memorandum. Perhaps more importantly, are the little understood long-term adverse impacts on human health associated with this relatively new disruptive large-scale technology rendering impact assessment based on conventional oil and gas extraction techniques highly unreliable.

Impacts on Water Resources

The CB has reviewed the Executive Summary of the DEC's Revised Draft Supplemental Generic Environmental Impact Statement ("Revised DSGEIS or "DSGEIS"). The impacts identified in that document are more than sufficient to support an immediate ban on Fracking.

This past September the Government Accountability Office of the federal government issued a report on Fracking entitled: "Oil and Gas: Information on Shale Resources, Development, and Environmental and Public Health Risks". The risks identified were similar, if not identical to, those impacts identified in the DEC's DSGEIS. Salient points will be made using both documents. A list of other references that have been reviewed in whole or in part are attached at the end of this Memorandum.

The DSGEIS states that:

Potential significant adverse impacts on water resources exist with regard to water withdrawals for hydraulic fracturing; stormwater runoff; surface spills, leaks and pit or surface impoundment failures; groundwater impacts associated with well drilling and construction; waste disposal and New York City's subsurface water supply infrastructure.

DSGEIS, Exec. Sum. at 9.

The DSGEIS also states that

All phases of natural gas well development, from initial land clearing for access roads, equipment staging areas and well pads, to drilling and fracturing operations, production and final reclamation, have the potential to cause water resource impacts during rain and snow melt events if storm water is not properly managed.

The DSGEIS concludes that spills or releases in connection with high-volume hydraulic fracturing could have significant adverse impacts on water resources. The DSGEIS identifies a significant number of contaminants contained in fracturing additives, or otherwise associated with high-volume hydraulic fracturing operations. Spills or releases can occur as a result of tank ruptures, equipment or surface impoundment failures, over fills, vandalism accidents (including vehicle collisions), ground fires or improper operations.

DSGEIS, Exec. Sum. at 10.

Drill cuttings according to the GAO report, if improperly managed also pose a risk to water quality. Such cuttings brought to the surface during the development of a well may contain naturally occurring radioactive materials (NORM) along with other decay elements such as radium-226 and radium-228. Improper transport of these radioactive cuttings could result in water contamination. In addition, the chemical additives in fracturing fluid, if not properly handled, also pose a risk to water quality. GAO at 40.

The impacts on groundwater resources from well drilling and construction associated with fracking include impacts from turbidity, fluids pumped into or flowing from rock formations penetrated by the well, and contamination from natural gas present in the rock formations penetrated by the well.

DSGEIS at 10.

No high-volume hydraulic fracturing operations in the New York City and Syracuse watersheds

The revised analysis of high-volume hydraulic fracturing operations in the revised DSGEIS concludes that the proposed high-volume hydraulic fracturing activity is not consistent with the preservation of these [NYC and

Syracuse] watersheds is an unfiltered water supply. Even with all of the criteria and conditions identified in this DSGEIS, a risk remains a significant high-volume hydraulic fracturing activities in these areas could result in a degradation of drinking water supplies from accidents, surface spills, etc. Moreover, such large-scale industrial activity in these areas even without spills, could imperil EPA's filtration avoidance determinations and result in the affected municipalities incurring substantial cost to filter the drinking water supply. Accordingly, this dSGEIS supports a finding that site disturbance relating to high-volume hydraulic fracturing operations not be permitted in the Syracuse and New York City watersheds or in a protective 4000 foot buffer area around those portions.

DSGEIS at 20.

No high-volume hydraulic fracturing operations on primary aquifers

The DSGEIS recommends that no hydraulic fracturing occur in primary water supply areas including within a 500 foot buffer area. Id. at 20.

No high-volume hydraulic fracturing operations on certain state lands

The DSGEIS supports a finding that:

site disturbance relating to high volume hydraulic fracturing operations should not be permitted on certain state lands because it is inconsistent with the purposes for which those lands have been acquired. In addition, precluding site disturbance on certain state land would partially mitigate the significant adverse impacts from habitat fragmentation on forest lands due to high-volume hydraulic fracturing activity. It would preclude the loss of such habitat in a protected state land areas which represent some of the largest contiguous forest patches where high-volume hydraulic fracturing activity could occur.

Id. at 21.

The DSGEIS bans Fracking within 2000 feet of public drinking water supplies and in floodplains and within 500 feet of private water wells. Id. at 21 and 22.

Fracking can use approximately 5 million gallons of water per well. With 10 to 20 wells per pad, the initial fracking operation can use 50 to 100 million gallons of water. Where will that water come from? The industry will look to the closest

sources – Warwick’s aquifer and lakes. Trucks will be used extensively to bring the water to the well sites. Half of the fracking fluid will be returned to the surface for containment and eventual disposal.

Accordingly it is abundantly clear that there are real and significant risks to Warwick’s water resources flowing from (pun intended) Fracking.

The GAO Report was focused on two issues (1) the size of shale oil and gas resources in the United State and (2) the “environmental and public health risks associated with the development of shale oil and gas”. The footnote to that quote stated “For purposes of this report, we refer to risk as a threat or vulnerability that has potential to cause harm.” GAO at 2.

The GAO Report on the environmental and public health risks was based on a review of “studies and other publications from federal agencies and laboratories, state agencies, local governments, the petroleum industry, academic institutions, environmental and public health groups, and other nongovernmental associations.” GAO at 3.

The GAO report goes on to state “We believe we have identified the key studies through a literature review and interviews, and that the studies included in our review have accurately identified currently known potential risks for shale oil and gas development. However, it is possible that we may not have identified all of the studies with findings relevant to our objectives, and the risk we present may not be the only issues of concern.” GAO at 4.

The first sentence of the GAO Report addressing environmental and public health risks states that all oil and gas development poses inherent environmental and public health risks.

but the extent of risks associated with shale oil and gas development is unknown, in part, because the studies we reviewed did not generally take into account potential long-term, cumulative effects. In addition, the severity of adverse effects depends on various location-and process-specific factors, including the location of future shale oil and gas development and the rate at which it occurs, geology, climate, business practices, and regulatory and enforcement activities.

GAO Report at 32. Regarding water quality the Report states:

According to a number of studies and publications we reviewed, shale oil and gas development pose risks to water quality from contamination of surface water and groundwater as a result of spills and releases of produced water, chemicals, and drill cuttings; erosion from ground services; or underground migration of gases and chemicals.

GAO Report at 40. Spills or releases of produced water can occur as a result of tank ruptures, blowouts, equipment and impounded failures, vandalism, accidents, including vehicle collisions, and operational errors. Drill cuttings that are brought to the surface during well development.

The GAO Report states that produced water from well development may contain naturally occurring radioactive materials (“NORM”) along with radium-226 and radium 228. The report notes that this information was provided by the Society of Petroleum Engineers Annual Technical Conference and Exhibition in October 2009 in New Orleans. The produced water and fracking fluids that return during the flow back process contain a wide range of contaminants and pose a risk to water quality. The report notes that the range of contaminants found in produced water can include but is not limited to:

- Salts which include chlorides, bromides, and sulfides of calcium magnesium, and sodium;
- Metals, which include barium, manganese, iron, and strontium, among others;
- Oil, grease, and dissolved organics, which include benzene and toluene, along with others;
- NORM; and
- Production chemicals which may include friction reducers to help with water flow; biocides to prevent growth of microorganisms and additives to prevent corrosion, among others.

GAO at 41 – 42.

The report notes that

At high levels, exposure to some of the contaminants in produced water could adversely affect human health and the environment. For example, in January 2012 we reported that, according to EPA, the potential human health risk from exposure to high levels of barium is increased blood pressure [footnote omitted]. From an environmental standpoint, research indicates that elevated levels of salts can inhibit crop growth by hindering the plant's ability to absorb water from the soil. Additionally, exposure to elevated levels of metals and production chemicals, such as biocides, can contribute to increased mortality among livestock and wildlife.

GAO at 42.

The report also notes that underground migration of gases and chemicals pose a risk of contamination to water quality. "Underground migration can occur as a result of improper casing and cementing of the wellbore as well as the intersection of induced fractures with natural fractures, false or improperly plugged dry or abandoned wells. Moreover there are concerns that induced fractures can grow over time and intersect with drinking water aquifers." (emphasis added), GAO at 45.

Impacts on Ecosystems and Wildlife

The DSGEIS concludes

that high-volume hydraulic fracturing operations would have a significant impact on the environment because such operations have the potential to draw substantial development into New York, which would result in unavoidable impacts to habitats (fragmentation, loss of connectivity, degradation, etc.), species distributions and populations, and overall natural resource biodiversity. Habitat loss, conversion, and fragmentation (both short-term and long-term) would result from land grading and clearing, and the construction of well pads, roads, pipelines, and other infrastructure associated with gas drilling.

DSGEIS at 14.

Impacts on Air Resources

It is clear from the DSGEIS, that the DEC must develop “an air monitoring program to fully address potential for adverse air quality impacts beyond those analyzed in the DSGEIS, which are either not fully known at this time or were not verifiable by the assessments to date. The air monitoring plan would help determine and distinguish both the background and drilling related concentrations pertinent pollutions in the air.” DSGEIS at 16.

Should a community adopt an intensive industrial activity before it has any idea of its impact on air quality? The CB does not think that Warwick should be the subject of an air quality experiment particularly when the known impacts are immediate and adverse as the GAO Report points out.

The GAO Report states: “According to a number of studies and publications we reviewed, shale and oil gas development pose risks to air quality. These risks are generally the result of engine exhaust from increased truck traffic, emissions from diesel-powered pumps use the power of equipment, intentional flaring or

venting of gaseous operational reasons and unintentional emissions of pollutants faulty equipment or impoundments." GAO at 33.

A recent peer-reviewed but as yet unpublished study

was designed to explore the presence of volatile chemicals, many of which are associated with the production of natural gas, in a rural natural gas production area for 1 year. The sampling period spanned the time before, during, and after development of a natural gas well pad. Development included drilling, hydraulic fracturing, and production operations. To our knowledge, no study of this kind has been published to date.

"An Exploratory Study of Air Quality near Natural Gas Operations", Colborn, Schultz, Herrick and Kwiatkowski, peer-reviewed and accepted for publication by Human and Ecological Risk Assessment (November 9, 2012).

The extract of that paper states as follows:

Weekly air sampling for 1 year revealed that the number of non-methane hydrocarbons (NMHCs) and their concentrations were highest during the initial drilling phase and did not increase during hydraulic fracturing in this closed-loop system. Methylene chloride, a toxic solvent not reported in products used in drilling or hydraulic fracturing, was detected 73% of the time; several times in high concentrations. A literature search of the health effects of the NMHCs revealed that many had multiple health effects, including 30 that affect the endocrine system, which is susceptible to chemical impacts at very low concentrations, far less than government safety standards. Selected polycyclic aromatic hydrocarbons (PAHs) were at concentrations greater than those at which prenatally exposed children in urban studies had lower developmental and IQ scores. The human and environmental health impacts of the NMHCs, which are ozone precursors, should be examined further given that the natural gas industry is now operating in close proximity to human residences and public lands.

(emphasis added).

Is Fracking Compatible with Warwick's Comprehensive Plan?

The Conservation Board is of the opinion that Fracking is totally incompatible with the Town's Comprehensive Plan, last amended in November 2008.

The very introductory paragraph in Section 1.5, "Summary of the Plan", states: "Warwick is and should remain primarily a residential and agricultural community." Comp. Plan at 11. The very next paragraph states: "The Comprehensive Plan is a reflection of the goal for preservation of the natural beauty of Warwick and its rural quality of life. Key elements of the Plan that will help preserve the natural and agricultural landscape continue to include the following":
Id.

Here the Summary addresses key issues, e.g., supporting the "economic viability of farming" by among other things "[d]iscouraging incompatible nearby land uses which have the potential to place burdensome pressures on farming activities." With respect to "Recreation and Open Space", the Summary states: "Support preservation of open space especially in environmentally sensitive areas by adopting overlay districts, such as one for biodiversity." Comp. Plan at 12. With Respect to "Transportation", the Summary of the Plan calls for a reduction in traffic congestion, promoting public transit, encouraging "alternatives to the automobile such as walking, bicycling and commuter car/van pooling." Id. With respect to Environmental Protection, the Summary states: "Protect the natural scenic quality of the Town and environmentally sensitive areas"; "Protect surface and ground

waters from point and non-point source pollution; “Protect habitats for the diversity of existing flora and fauna in Warwick”; and Protect wetlands as important environmental resources.”

Even a casual understanding of what is involved with Fracking and its ancillary activities results in the ineluctable conclusion that this intensive industrial activity is so out of step with the Town’s Comprehensive Plan that such would have to be amended to allow Fracking anywhere in the Town. A detailed understanding of Fracking and its impacts, along with a review of the Comprehensive Plan, virtually demands a complete ban on that and any related activities.

Conclusion

Due to limited time constraints, the CB focused primarily on water and air quality impacts associated with Fracking, along with compatibility with the Town’s Comprehensive Plan. These impacts alone are more than sufficient to impose an immediate ban on Fracking. For further information, please see the attached list of sources and references. One can view an excellent video at <http://video.mpt.tv/video/2229405982/>

References:

“Revised Draft Supplemental Generic Environmental Impact Statement On the Oil, Gas and Solution Mining Regulatory Program”, NYSDEC, Date of Completion, September 7, 2011. <http://www.dec.ny.gov/data/dmn/rdsgeisfull0911.pdf>

“Oil and Gas, Information on Shale Resources, Development, and Environmental and Public Health Risks”, United States Government Accountability Office, Report to Congressional Requesters, September 2012.

Proposed Rule Making, High Volume Hydraulic Fracturing, NYSDEC, NYS Register, September 28, 2011.

Proposed Rule Making, Water Withdrawal Permit, Reporting and Registration Program, NYS DEC, NYS Register, November 23, 2011.

“Preparing for New York’s Expanding Natural Gas Industry,” presentation by John Conrad, April 30, 2012 (Conrad Geoscience Corp., a division of PVE Sheffler LLC). Forum sponsored by Orange County Municipal Planning Federation.

“An Exploratory Study of Air Quality near Natural Gas Operations”, Colborn, Schultz, Herrick and Kwiatkowski, Peer-reviewed and accepted for publication by Human and Ecological Risk Assessment (November 9, 2012).

“Homeowners and Gas Drilling Leases: Boon or Bust?” by Elizabeth N. Radow, New York State Bar Association Journal, November/December 2011

Brief of Appellants in Cooperstown Holstein Corporation v. Town of Middlefield, pending Appellate Division 3rd Dept. (Otsego County Index No. 2011-0930), October 15, 2012

Brief of Appellants in Norse Energy Corp., USA v. Town of Dryden, also pending Appellate Division 3rd Dept. (Tompkins County Index No. 2011-0902), October 15, 2012.

MS
TB
Ch. T McG

Prepared By:
Town Of Warwick
132 Kings Highway
Warwick, NY 10990

Permit #:
Date of Event: 6/9/13
Hours of Event:
From: 8:00
To: _____

Special Event Permit

To: Town Board
Town of Warwick
Warwick, NY 10990

Application is hereby made for a Special Event Permit for access to road(s) in the Town of Warwick.

A. Applicant:
Reuben Kline Gran Fondo National Championship Series LLC

Telephone #: 717.357.0126

Evening #: _____

Emergency #: _____

B. Address: 307 York Street Gettysburg, PA 17325

C. Name of Road(s) (Attach map of Route):
See Attached

D. Nature and Purpose of Permit:
Bicycling event

If Permit is granted, I hereby agree to conform to all the conditions and restrictions forming a part of this Permit and to conform to all local ordinances, if any, and to conform to the provisions as set forth in the M.U.T.C.D. (Manual of Uniform Traffic Control Devices).

<u>Reuben Kline</u>	<u>Event Director</u>	<u>11/13/12</u>
Applicant's Signature	Title	Date

307 York St Gettysburg, PA 17325
Address

I Herewith agree to the "Conditions and Restrictions".

Renben Kline

11/13/12

Applicant's Signature

Date

Witness's Signature

Date

Permission is hereby granted to applicant.

A Certificate of General Liability (bodily injury/property damage) Insurance must be on file at the Office of the Town Clerk, Town of Warwick.

Town Clerk (Signature)

Date

Approved by Town Board on _____
Date

*****Note***** As per following the Town Board Resolution. If additional police personal are required for this Special Event, Police Chief will bill you for services provided.

#R96-69 POLICE CHARGE FOR SPECIAL EVENTS

Motion Councilwoman Gamache, seconded Councilman Lust to adopt a resolution charging the sponsor of special events in the Town of Warwick for police services provided by the Town of Warwick Police. The amount of the charge is to be determined by the Town of Warwick Police Chief, and is to be equal to the additional personal services (payroll/labor) cost resulting from the police services provided for the special event. Motion Carried (5 ayes)

Following information to be completed by the Police Chief

Number of additional police personnel required at this event: 0

Amount of Charge as prepared by Police Chief: \$ _____

Date Billed: _____

Date Paid: _____

cc: Fire Department, Ambulance Department

Conditions and Restrictions

1. This Permit shall not be assigned or transferred except with the written consent of the Town Board.
2. Notice shall be given by said applicant at least 48 hours prior to a Regular Meeting of the Town Board held on the 2nd or 4th Thursday of each month.
3. The Applicant hereby agrees to indemnify and save harmless the Town of Warwick from all suits, actions or damages of every kind whatsoever which may arise from or on account of the event under this Permit. General Liability Insurance for the protection of the Applicant and the Town of Warwick will be maintained in such an amount and in such company and in such case as the Town Board may require. Be sure to attach a Certificate of Insurance naming the Town of Warwick, 132 Kings Highway, Warwick, NY 10990 as additional insured.
4. The Town Board reserves the right to revoke or cancel this Permit at any time should the Applicant fail to comply with the terms and conditions herein prescribed.
5. Applicant's approved copy of this Permit shall be in possession of the parties actually involved.
6. This Permit application is subject to such other consents as are required by Law.
7. Arrangements shall be made with the Town of Warwick Police Chief to provide, during the period of such Special Event, for the handling of pedestrian and motor vehicle traffic, the re-routing of traffic, caring for emergencies and other related needs.
8. Applicant will be charged a fee for police personal services (payroll/labor) if additional police officers are required at this event. Additional personnel and amount to be determined by the Police Chief.
9. The Applicant hereby agrees to clean up any debris along the Town of Warwick Roads in the vicinity of the specified locations arising out of or as a result of the activity under this Permit.

Highlands Gran Fondo
Gran Fondo National Championship SeriesSM
New Jersey

We are contacting you with regard the Highlands Gran Fondo, a Gran Fondo National Championship SeriesSM event proposed to be staged from Craigmear Recreation Complex; approximat to the intersection of Green Pond Rd and Jacobs Rd in Rockaway, NJ on June 9, 2013. This event is a bicycle ride that travels through several area towns and Counties. This letter is to describe the planned route and safety procedures as well as the mission of this Gran Fondo National Championship SeriesSM event. The Highlands Gran Fondo will have 26 mile, 55 mile, and 79 mile routes that will offer all individuals the opportunity to challenge themselves.

A Gran Fondo is a cycling discipline that has existed in Europe for some time and is now becoming very popular in the USA. The Gran Fondo National Championship SeriesSM events are not standard bicycle races. The events focus much more on the recreational cycling experience while still providing a competitive environment to promote the interest of serious cyclists and racers. The event will have four timed sections within the longest route. The timed sections will be held in low traffic areas with few to no traffic control locations needed. During all non-timed sections of the event, cyclists will obey the traffic laws and the event will run the same as a standard recreational ride. The times for each rider will then be calculated to combine their time over the four sections; placement and awards will be presented to those riders who do the best in their age and gender categories. Points in each category will be collected to determine the Gran Fondo National Champion SeriesSM winners.

Our mission for the event is to inspire both, youth and adults, to engage in athletic recreation, and to focus on goal-setting, health, fitness and wellbeing. We want to promote and grow recreational activity in the area through the safe coordination of a cycling event. We are looking to educate the community about physical and mental health and generate funds for local community outreach. The Highlands Gran Fondo will raise funds for the Patriots Path Counsel Boy Scouts of America. Much like this event, the Patriots Path Counsel Boy Scouts of America stress a healthy lifestyle. This is also a great opportunity to highlight the New Jersey Highlands area, as a beautiful recreation destination.

Included in this overview are maps, route descriptions, and an incident accident plan that defines local emergency services, and emergency procedures. Upon request/approval, an insurance certificate naming and meeting the requirements of your town/township/municipality will be provided prior to the event.

Links to interactive maps, including route directions/cue sheets
(maps are also included below in this proposal; however we recommend using these interactive links)

- Gran loop, 79 miles, <http://ridewithgps.com/routes/895368>
- Medio loop 55 miles, <http://ridewithgps.com/routes/896328>
- Piccolo loop, 26 miles, <http://ridewithgps.com/routes/898463>

Sincerely,

Reuben Kline 717-357-0126
Tim Dougherty 908-868-4333
Hilltop Event Promotions, LLC
reubenkline@hotmail.com

Time Line and Overview of Event Progression

The Highlands Gran Fondo is proposed to start and Craigmear Recreation Complex; approximat to the intersection of Green Pond Rd and Jacobs Rd in Rockaway NJ. We will have volunteers along the route to assist with directions and to support the riders. We are not requesting police control of the intersections for this event; however, please advise us of any intersections on the course you feel should be controlled by police. Please also respond with any other feedback or suggestions you might have.

The event is proposed to start at 8:00 am on Sunday June 9, 2013. At first the riders will be grouped more tightly together, but because this is not a standard race, the riders will then spread out rather quickly. As the day goes on, there will be larger gaps between the riders.

We anticipate having 500 cyclists for this year's inaugural event. With an estimate of 50 riders doing the 26 mile course, 100 riders doing the 55 mile course, and 350 riders doing the 79 mile course.

Timeline to note the progression of riders

Mile	Estimated time of first riders	Estimated time of the major majority of riders	Estimated time of last riders
Start	8:00am	8:00am	8:00am
10	8:22	8:45	9:00
20	8:50	9:30	10:00
30	9:15	10:15	11:00
40	9:40	11:10	12:00
50	10:20	12:00	1:10
60	10:55	12:55	2:20
70	11:25	1:50	3:30
finish	11:55	3:00	4:40

There will be a lead event vehicle on the course to verify that all turns/intersections are marked appropriately. There will also be two to four other event vehicles on the course supporting cyclists.

In addition to reusable signs to mark the course, we are planning to mark the roads with spray chalk, not spray paint. I have used this product for many years and, though it does not disappear immediately, it fades and within a month or two is almost gone. That said if you look at it closely you will be able to see it for about three months. Here is a link to the product <http://www.rainbowracing.com/onlinestore/spray-chalk>. It last longer than the 20 days they claim. Please let me know if you have any concerns about us using this product.

INCIDENT ACTION PLAN: Highlands Gran Fondo

The purpose of this Incident Action Plan (IAP) is to identify and mitigate any potential risks associated with the planning, implementation and successful completion of the event referenced below. The parties that are planning and coordinating this event are committed to ensuring that all participants, sponsors, community members and emergency personnel are able to partake in the event in a safe and organized manner. Prior to the event on site personnel must be advised of this action plan and their duties during an actual emergency as well as given a copy. The procedural information contained herein will be strictly adhered to.

Title of Event: "Highlands Gran Fondo"

Date(s) of Event: June 9, 2013

Event Description: Bicycle ride

Location: See attached maps

On scene person in charge of event:

Name: Reuben Kline

Phone numbers: 717.357.0126

Email Address: reubenkline@htomail.com

Event Coordinator/Chairperson:

Name: Tim Dougherty

Phone Numbers: 908-868-4333

Email Address: Timaj29@yahoo.com

Medical Emergencies Procedure

For emergency call 911. All medical emergencies will be reported to Police, EMS or event personnel as soon as possible either in person or via phone. Event personnel, when notified, will call directly to 911 or notify on site EMS or Police and report the incident/problem. Responding emergency vehicles will enter the event as directed or depending on the location of the emergency a location determined by Police or EMS. The on-site person in charge or event coordinator will make sure an area is open to allow emergency personnel, vehicles and equipment to access the event grounds whenever emergency assistance is needed and this access shall be maintained throughout the event. The nearest hospital for receiving patients will be determined by the local EMS service responding to each incident (hospital address and contact information are located at the bottom of this form). If the event plan includes a private EMS provider on scene they will provide on-site care. If the on-site private EMS provider must leave the event prior to its conclusion they must notify the on-site event coordinator and the police prior to leaving and if required arrange for additional EMS during their absence.

Police Emergencies

For all police emergencies on site police personnel are to be notified or 911 called immediately. Local police contact information are located at the bottom of this form.

Fire Emergencies

For all fire emergencies, 911 will be called or on site event personnel and on site police personnel will be notified with the exact location and type of emergency. On site personnel will assist with evacuation. Vehicles should not be moved during an emergency response. It is recognized that exiting traffic would inhibit and/or place arriving emergency responders and exiting individuals in peril. (Local fire department address and contact information are located at the bottom of this form).

Lost Child Procedure: Police and on site event personnel will be notified. In the event of a lost child is found he/she should remain at the location he/she is found at unless the location is unsafe or impractical or until it is determined that it is impractical to remain at the location. The child, if able, will be asked to provide parent/ guardian information. If audio equipment is available an announcement of the situation may be made at the decision of on scene police personnel. The child will remain under the supervision of police personnel or their designee who will ensure the child is comfortable and safe until his/her parent/guardian arrives. Parental identification shall be verified prior to release of the child.

Weather Emergency: In the event of any weather emergency the police, event coordinator or on site event personnel may decide to halt the event for the safety of participants and the public. At no time will the decision to halt an event due to a weather related event by the police be overridden by others. Coordination for the safety of participants and spectators will be accomplished by the event personnel verbally advising participants to seek shelter in vehicles or buildings.

If and when the weather emergency has passed, a decision will be made by police personnel and the event coordinator as when to allow the event to resume.

Communication Plan: All on site event personnel, event coordinator, EMS, fire and police personnel must have a means of communication during the event. This will be accomplished by direct communication with the local police from event director, Reuben Kline. That assigned individual will have communication with workers and volunteers whom are stationed throughout the event. The workers and volunteers shall be advised and instructed who to contact in an event related emergency

Important Phone Numbers and names:

Reuben Kline (Event Director): 717.357.0126
Tim Dougherty (Course Coordinator): 908-868-4333
Mike Keefer (Assistant Event Director): 717-451-9249

Emergency Numbers:

Medical Emergency 911 or direct as below

Ambulance 911

Fire Emergency 911

Police

- Police Emergency 911
- New Jersey State Police 609
- Rockaway Township Police 973
- Bloomindale Police 973
- Butler Police 973
- Mountain Lakes Police 973
- Boonton Township Police 973
- Kinnelon Police 973
- West Milford Police 973
- Montville Township Police 973

*Warwick
Police
Fire Amb
Emergency
845 986 5000
add to list*

Hospitals

- Chilton Hospital 888-244-5866 97 W Parkway Pequannock Township, NJ 07444
- Saint Anthony's Hospital 845-986-2276 15 Maple Ave, Warwick, NY 10990
- Saint Claire's Hospital Sussex 973-702-2600 20 Walnut Street Sussex, NJ 07461
- Saint Clare's Hospital Denville 973-625-6000 25 Pocono Rd, Denville, NJ 07834
- Morristown Memorial Hospital 973-971-5000 100 Madison Ave. Morristown, NJ 07962

Morris County Parks 973-326-7600

Morris County Highway 973-285-6760

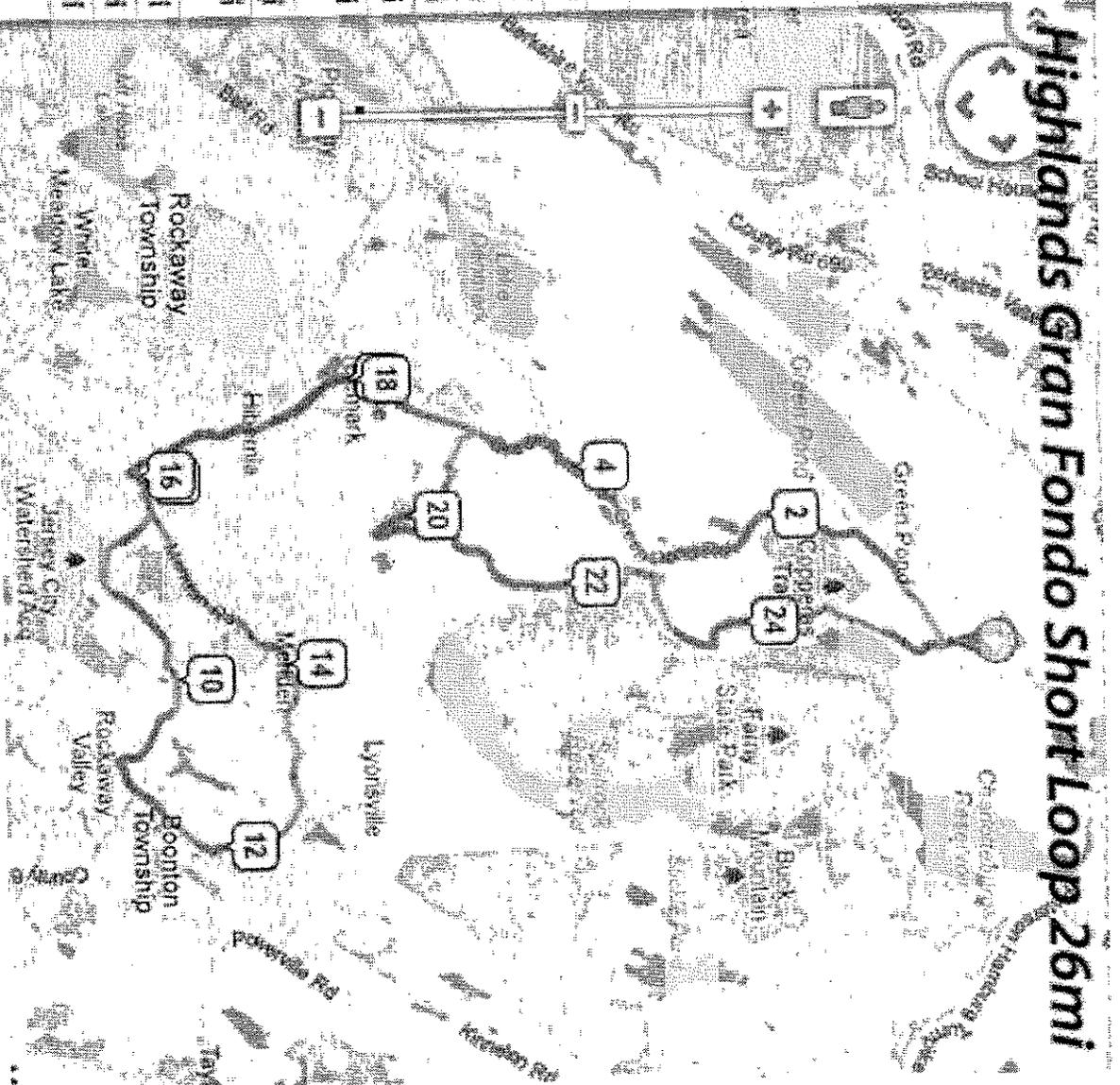
Pasaic County Highway 973-881-4456

NJ State Highway 800-768-4653

Cue Sheet

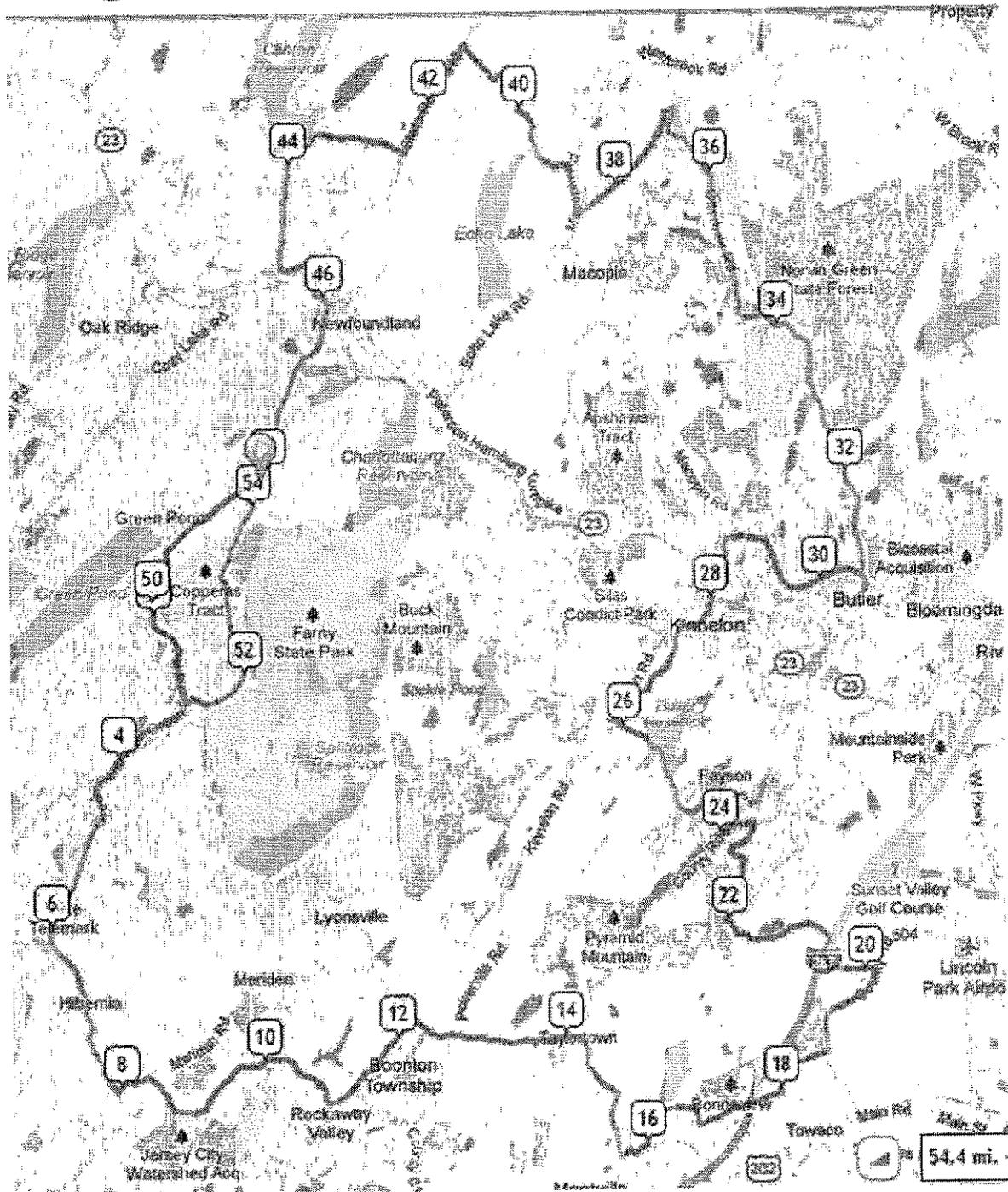
Print

Turn right onto Green Pond Rd	0.1 mi
Turn left onto Meridan Rd	7.9 mi
Turn right onto Old Beach Glen Rd	8.3 mi
Turn right onto Ford Rd	8.6 mi
Turn right onto Old Beach Glen Rd	8.6 mi
Continue onto Farber Hill Rd	10.3 mi
Turn left onto Rockaway Valley Rd	10.9 mi
Slight left onto Split Rock Rd	11.8 mi
Turn left onto Decker Rd	12.7 mi
Continue onto Lyonsville Rd	13.6 mi
Turn right onto Meridan Rd	14.0 mi
Turn right onto Green Pond Rd	15.1 mi
Turn right onto Darlington Dr	19.0 mi
Sharp left onto Upper Hibernia Rd	20.3 mi
Turn right onto Elizabeth Ln	22.6 mi
Turn right onto Timberbrook Rd	22.9 mi
Turn left onto Jacobs Rd	23.7 mi
Turn right onto Green Pond Rd	25.7 mi
Turn left	25.8 mi



Highlands Gran Fondo Short Loop 26mi

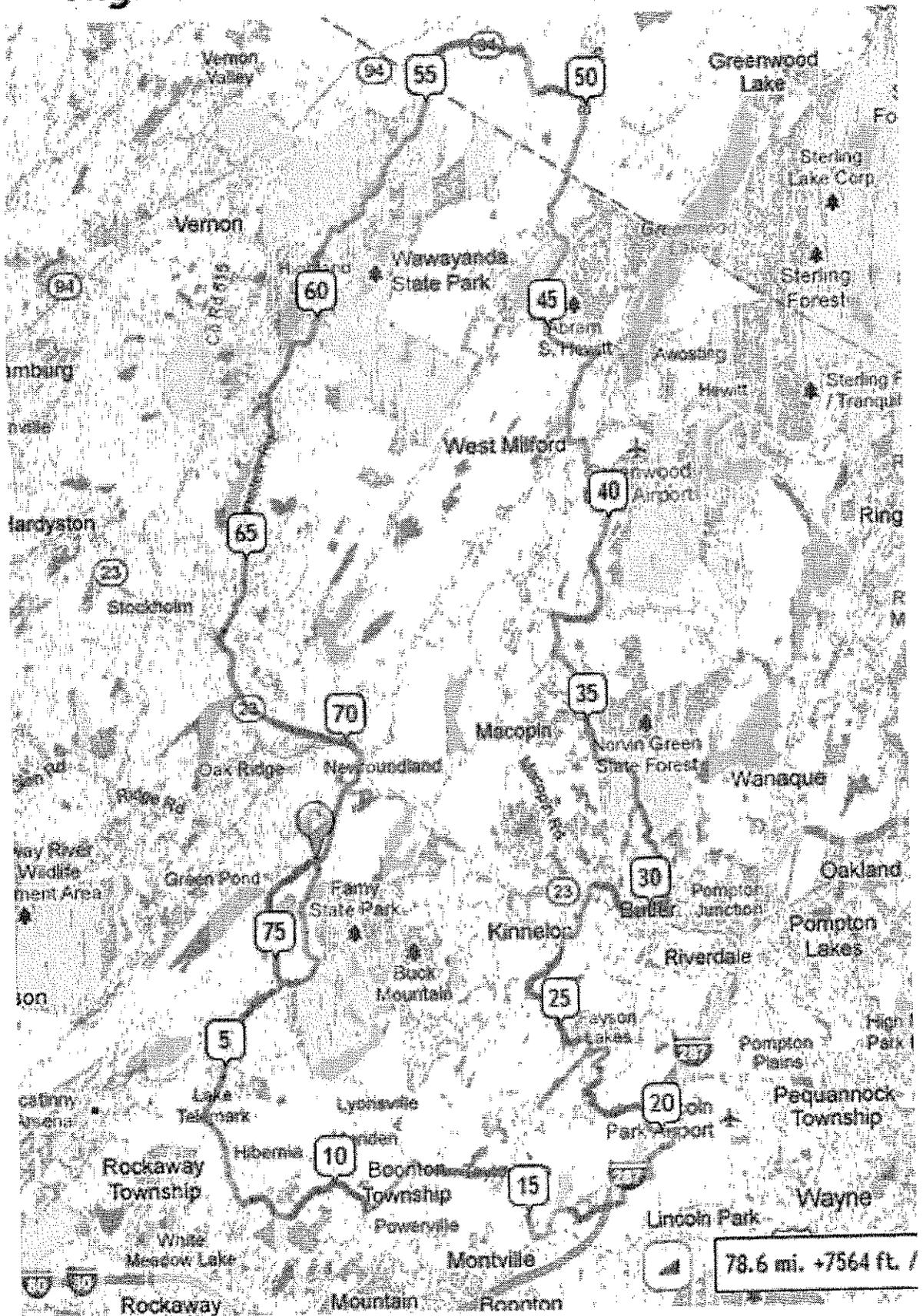
Highlands Gran Fondo Midsize Loop 55mi



Highlands Gran Fondo Midsize Loop 55mi Route Cue Sheet

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Meridan Rd	7.9
0.4	→	Right	Turn right onto Old Beach Glen Rd	8.3
2.0	↑	Straight	Continue onto Farber Hill Rd	10.3
0.3	→	Right	Turn right onto Miller Dr	10.7
0.1	→	Right	Turn right onto Farber Hill Rd	10.7
0.3	←	Left	Turn left onto Rockaway Valley Rd	11.0
3.1	↑	Straight	Continue onto Taylortown Rd	14.1
1.5	←	Left	Turn left onto Westlake Dr	15.6
0.1	→	Right	Turn right onto MacLeay Rd	15.8
0.2	←	Left	Turn left onto Virginia Rd	16.0
0.4	→	Right	Turn right onto Vista Rd	16.4
0.2	↑	Straight	Continue onto Old Ln	16.6
0.4	←	Left	Turn left to stay on Old Ln	17.0
1.0	←	Left	Turn left onto Waughaw Rd	18.0
0.2	→	Right	Turn right onto Indian Ln	18.2
0.5	←	Left	Turn left onto County Rd 504 E/Jacksonville Rd	18.8
1.1	←	Left	Turn left onto Jardine Ln	19.9
0.5	→	Right	Turn right onto Brook Valley Rd	20.4
1.7	→	Right	Turn right to stay on Brook Valley Rd	22.0
0.3	→	Right	Turn right onto Chilhowie Dr	22.4
0.6	←	Left	Turn left onto Highland Dr	23.0
0.6	←	Left	Turn left onto Boonton Ave/County Rd 511 S	23.6
0.4	→	Right	Turn right onto Fayson Lake Rd	24.0
2.2	→	Right	Turn right onto Kinnelon Rd	26.1
0.2	→	Right	Turn right onto Kiel Ave	26.4
1.1	→	Right	Turn right to stay on Kiel Ave	27.5
0.4	←	Left	Turn left onto Maple Lake Rd	27.8
0.9	→	Right	Turn right onto Hamburg Turnpike/Paterson-Hamburg Turnpike	28.7
2.0	←	Left	Sharp left onto Glenwild Ave/Passaic County 700	30.7
3.3	↑	Straight	Continue onto Otterhole Rd	34.0
2.9	←	Left	Sharp left onto Maple Rd	36.9
1.6	→	Right	Sharp right onto Macopin Rd	38.5
0.5	←	Left	Turn left onto Gould Rd	39.0
2.2	←	Left	Turn left onto State Route 513/Union Valley Rd	41.3
1.3	→	Right	Turn right onto Van Orden Rd	42.6
1.0	↑	Straight	Continue onto Clinton Rd	43.6
1.6	←	Left	Turn left to stay on Clinton Rd	45.1
0.0	↑	Straight	Continue onto La Rue Rd	45.2
0.3	→	Right	Turn right onto Cross Rd	45.5
0.4	←	Left	Turn left onto NJ-23 S	45.9
0.1	→	Right	Slight right onto Green Pond Rd	46.0
5.2	←	Left	Sharp left onto Timberbrook Rd	51.2
1.0	←	Left	Turn left onto Jacobs Rd	52.2
2.1	→	Right	Turn right onto Green Pond Rd	54.2

Highlands Gran Fondo Long Loop 79 mi



Highland Gran Fondo Long Loop 79mi Route Cue Sheet

Leg	Dir	Type	Notes	Total
	→	Right	Turn right onto Green Pond Rd	0.0
7.8	←	Left	Turn left onto Meridan Rd	7.9
0.4	→	Right	Turn right onto Old Beach Glen Rd	8.2
2.0	↑	Straight	Continue onto Farber Hill Rd	10.2
0.6	←	Left	Turn left onto Rockaway Valley Rd	10.8
3.1	↑	Straight	Continue onto Taylortown Rd	14.0
1.5	←	Left	Turn left onto Westlake Dr	15.5
0.1	→	Right	Turn right onto MacLeay Rd	15.6
0.2	←	Left	Turn left onto Virginia Rd	15.9
0.4	→	Right	Turn right onto Vista Rd	16.3
0.2	↑	Straight	Continue onto Old Ln	16.5
0.4	←	Left	Turn left to stay on Old Ln	16.9
1.0	←	Left	Turn left onto Waughaw Rd	17.8
0.2	→	Right	Turn right onto Indian Ln	18.1
0.5	←	Left	Turn left onto County Rd 504 E/Jacksonville Rd	18.6
1.1	←	Left	Turn left onto Jardine Ln	19.7
0.5	→	Right	Turn right onto Brook Valley Rd	20.2
1.7	→	Right	Turn right to stay on Brook Valley Rd	21.9
0.3	→	Right	Turn right onto Chilhowie Dr	22.2
0.6	←	Left	Turn left onto Highland Dr	22.8
0.6	←	Left	Turn left onto Boonton Ave/County Rd 511 S	23.4
0.4	→	Right	Turn right onto Fayson Lake Rd	23.8
2.2	→	Right	Turn right onto Kinnelon Rd	26.0
0.2	→	Right	Turn right onto Kiel Ave	26.2
1.1	→	Right	Turn right to stay on Kiel Ave	27.3
0.4	←	Left	Turn left onto Maple Lake Rd	27.7
0.9	→	Right	Turn right onto Hamburg Turnpike/Paterson-Hamburg Turnpike	28.5
2.0	←	Left	Sharp left onto Glenwild Ave/Passaic County 700	30.5
3.3	↑	Straight	Continue onto Otterhole Rd	33.8
3.4	→	Right	Sharp right onto Westbrook Rd	37.3
1.0	←	Left	Turn left onto Morsetown Rd	38.3
3.4	→	Right	Turn right onto Marshall Hill Rd	41.6
0.3	→	Right	Turn right onto State Route 513/Union Valley Rd	41.9
1.9	←	Left	Sharp left onto Warwick Turnpike	43.8
1.6	→	Right	Turn right onto Lake Shore Dr	45.4
2.0	↑	Straight	Continue onto Longhouse Dr	47.4
1.3	↑	Straight	Continue onto Brady Rd	48.7
1.5	←	Left	Turn left onto Black Rock Rd	50.1
1.1	←	Left	Turn left to stay on Black Rock Rd	51.3
0.0	→	Right	Sharp right onto County Rd 21/Warwick Turnpike	51.3
0.9	←	Left	Turn left onto NY-94 W	52.2
2.1	←	Left	Turn left onto Barrett Rd	54.3
1.7	↑	Straight	Continue onto Barry Dr N	55.9
1.6	→	Right	Turn right onto Wawayanda Rd	57.5
1.3	←	Left	Wawayanda Rd turns slightly left and becomes Canistear Rd	58.8
7.8	←	Left	Turn left onto NJ-23 S	66.6

Leg	Dir	Type	Notes	Total
3.7	→	Right	Slight right onto Green Pond Rd	70.3
5.2	←	Left	Sharp left onto Timberbrook Rd	75.5
1.0	←	Left	Turn left onto Jacobs Rd	76.4
2.1	→	Right	Turn right onto Green Pond Rd	78.5
0.0	↑	Straight	Turn left	78.5

Interactive maps, including route cue sheets can be found at these links:

- Long loop, 79 miles, <http://ridewithgps.com/routes/895368>
- Midsize loop, 55 miles, <http://ridewithgps.com/routes/896328>
- Short loop, 26 miles, <http://ridewithgps.com/routes/898463>

Mr. Benjamin Astorino
23 Main Street
Warwick, New York 10990
Hm.# 845-986-3430

cc
✓TBD
✓MQ

November 19, 2012

RECEIVED

Mike Sweeton, Supervisor
Town of Warwick
Town Board
132 Kings Highway
Warwick, New York 10990

NOV 19 2012
TOWN OF WARWICK
SUPERVISOR'S OFFICE

Dear Supervisor Sweeton:

I am writing to request re-appointment as Chairman for the Town of Warwick Planning Board. I have found it to be very rewarding and challenging. In addition, my occupation allows me the flexibility to attend meetings and respond to any Planning Department needs.

Sincerely,


Benjamin Astorino

Web Site Account

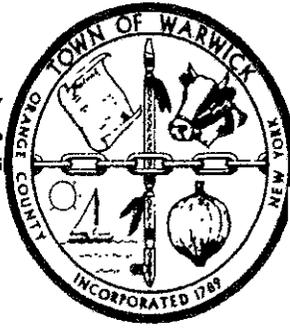
From: "Brenda Astorino" <dpwclerk@warwick.net>
To: "Meg Quackenbush" <townclk@warwick.net>
Cc: "Jeff Feagles" <dpwcom@warwick.net>
Sent: Monday, December 03, 2012 9:53 AM
Subject: Motion to hire

Good Morning Meg,

Please put on the agenda for this week's meeting a motion to hire Brendan Kolesar and Charlie Hoffmann as part time seasonal laborers. Thank you.

Brenda

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

PLANNING DEPT. (845) 986-1127
EXT 261, 259
FAX NO. (845) 987-9644
ENGINEER EXT 275
ATTORNEY EXT 239

November 21, 2012

Town of Warwick
Town Board
132 Kings Highway
Warwick, New York 10990

Re: Planning Board Applicant, Mark Schmit/Havenwood-Escrow Refund Request

SBL# 26-1-73.2

Dear Town Board Members:

Enclosed is a letter from Planning Board applicant, Mark Schmit, received November 19, 2012 requesting a refund on the remaining balance of their escrow in the amount of \$500.00. As of today's date, Mr. Schmit has withdrawn his project. Please release the balance of the escrow back to the applicant.

Sincerely,

Eileen Astorino
Asst. Secretary

cc: Joanne Wilcox, Bookkeeper
Michael Sweeton, Supervisor
Meg Quackenbush, Town Clerk
John Hicks, Town Attorney
Mark Schmit, Applicant

November 13, 2012

RECEIVED

NOV 19 2012

Town Board
Town of Warwick
Att: Planning Department
132 Kings Highway
Warwick NY 10990

Town of Warwick

Re: Havenwood - Escrow Account.

Gentlemen,

Would you please refund the remaining money in the Havenwood - Escrow Account (\$500.00) as I will not be pursuing this project any further.

Please send the check to:

Mark Schmit
230 Terrace Road
Franklin Lakes, NJ 07417

Please note that this is my current address.

Thank you,


Mark Schmit



Presented to:
 Michael Sweeton
 Warwick Municipal
 Fax:
 supervi@warwick.net

Presented by: Matthew Murphy
Date: December 4, 2012
Proposal Number: MEM12042012
Proposal Name: Misc. Gear
Payment Terms: Net 30 Days
Delivery Time Frame: 2 Weeks ARO
F.O.B. Freight Terms: F.O.B. Origin, Prepaid and
Quote Expiration Time Frame: Quote valid for 30 days.
Taxes:

Item	Manufacturer Name	Model Number	Qty.	Description	Unit Price	Extended Price
1	Panasonic	HMC80	4	AVC-HD Camcorder	\$ 1,995.00	\$ 7,980.00
2	Libec	TH950DV	4	Head / Tripod with brace / Tripod case	\$ 399.00	\$ 1,596.00
3	Electro-Voice	RE-50/B	4	Electro-Voice RE-50/B Dynamic Mic	\$ 199.00	\$ 796.00
4	Audio Technica	AT8035	4	Line + gradient microphone, 14.5" long. XLRM-type output.	\$ 329.00	\$ 1,316.00
5	Pro Stage	SMM-25	8	Pro Co StageMASTER 24 AWG XLR/F/XLRM Microphone Cable (25 Ft.)	\$ 15.00	\$ 120.00
6	Sandisk	SDSDRX3-064G-A21	8	SanDisk Extreme - flash memory card - 64 GB - SDXC UHS-I	\$ 125.00	\$ 1,000.00
7	US Robotics	USR8420	4	USRobotics USR8420 - card reader - SuperSpeed USB 3.0	\$ 45.00	\$ 180.00
8	Panasonic	SHAN-HMC80	4	Thermodyne Shipping case for the AGHMC80 with wheels, and handle	\$ 305.00	\$ 1,220.00
9	Panasonic	VW-VBG260	4	Spare Battery for HMC-80	\$ 169.00	\$ 676.00
10	Sony	SNY-SVDVD12000	4	Vegas Pro 12	\$ 599.00	\$ 2,396.00
11	Leightronix	UltraNEXUS VOD	1	UltraNEXUS Video Server w/ 1 Year PEG Central Streaming Video-On-Demand Service	\$ 13,995.00	\$ 13,995.00
12	Leightronix	LGX-1TBR-D	1	1 Terabyte USB RAID External Hard Disc Array	\$ 999.00	\$ 999.00
13	Leightronix	LGX-Dvply	2	DVD Player Interface Cable for Connecting TASCAM DV-D01U DVD Player	\$ 60.00	\$ 120.00
14	Tascam	DV-D01U	2	1 RU DVD Player with RS232 Control	\$ 469.00	\$ 938.00
15	Tripp Lite	SMART1500LCD	1	Trippite SMART1500LCD SmartPro Digital UPS 1500VA	\$ 259.00	\$ 259.00
16	Lerro		1	Misc. Cables for above	\$ 250.00	\$ 250.00
TOTAL						\$ 33,841.00

The Lerro Corporation

Corporate Headquarters
 905 Madison Avenue
 Norristown, PA 19403
 Phone: 610-650-4100
 Fax: 610-650-4110

AUDIO-VIDEO CORPORATION

Established 1946

PAGE 1

CORPORATE HEADQUARTERS
213 BROADWAY
ALBANY, NY 12204-2770
518-449-7213 (TEL) 518-449-1205 (FAX)
Fed. ID No. 14-1426006

QUOTATION - SALES ORDER

QUOTE NO. 84182 -00
DATE: 11/26/12
TERMS: NET 20 DAYS
DELIVERY: Best

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

Please reference Quote No. on
correspondence & purchase orders.
Prices firm for 20 days.

845-986-1120

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
4	HMC80 Panasonic AVC-HD Camcorder	2,200.00	8,800.00
4	TH950DV Libec 2 Stage Mid Level Spreader	308.00	1,232.00
4	RE50/B EV "Classic" Dynamic Omnidirectional Mic, Black	188.00	752.00
4	AT8035 Audio-Technica Line + Gradient Microphone	294.00	1,176.00
8	SMM25 ProCo Stage 24AWG XLR/XLRM Microphone Cable, 25'	12.00	96.00
8	SDSDRX3064GA21 Sandisk SDHC Card, 64GB; Class 10	84.00	672.00
4	USR8420 US Robotics All-in-One USB 3.0 Card Reader	34.00	136.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Matthew Servis

29

TELEPHONE (802) 316-6375

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by _____
LEGAL NAME OF PURCHASER

P.O. No. _____

Date _____

AUTHORIZED SIGNATURE



QTY	DESCRIPTION	UNIT PRICE	TOTAL
4	SHANHMC80 Panasonic Thermodyne Shipping Case for the AGHMC80 with Wheels and Handle	310.00	1,240.00
4	VWVBG260 Panasonic Spare Battery for HMC80	145.00	580.00
4	SNYSVDVD12000 Sony Vegas Pro 12	551.00	2,204.00
1	ULTRANEXUSVOD Leightronix Ultra Nexus Video Server with 1 Year PEG Central Streaming Video-On-Demand Service	15,339.00	15,339.00
1	LGX1TBRD Leightronix 1 TB USB RAID External Hard Disc Array	860.00	860.00
2	LGXDVPLY Leightronix DVply DVD Player Interface Cable for connecting Tascam DV-D01U DVD Player	51.00	102.00
2	DVD01U Tascam 1-Rackspace DVD Player with RS-232 Control Port	468.00	936.00
1	SMART1500LCD TrippLite SmartPro Digital UPS 1500VA	211.00	211.00
TOTAL:			<u>34,336.00</u>
<p>All Warranties, Service and Technical Support provided through Audio-Video Corporation's Authorized Full Service Facility in Albany, NY</p> <p>THANK YOU FOR THE OPPORTUNITY!</p>			

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 1/2% per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
5. **SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANT AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

Judene B. Giambrone
32 Sanfordville Road, Warwick, New York 10990
(845) 986-3457

u
MQ
K

November 19, 2012

Supervisor Michael Sweeton
Councilman James Gerstner, Deputy Supervisor
Councilman Floyd DeAngelo
Councilman Russell Kowal
Councilman Mickey Shuback

Dear Supervisor Sweeton and Councilmen:

I had previously requested retirement from my present position to be effective December 31, 2012.

I would like to respectfully submit my request to withdraw this request to retire from my present position in the Assessor's Office for the Town of Warwick.

Please consider this my official request to continue in my present position for the Town of Warwick.

Thank you for your handling and processing of this withdrawal request.

Respectfully submitted,


Judene B. Giambrone



KELLY RIAT

137 Big Island Road
Warwick, New York, 10990
Home: 845-508-6013
Cell: 845-674-1927

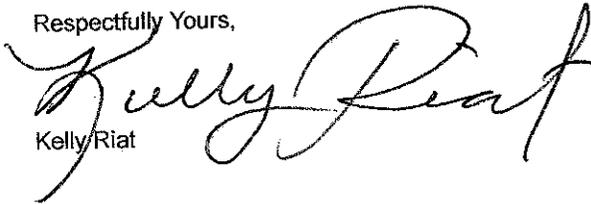
November 26, 2012
Ms. Jennifer Crover
Director of Transportation
Warwick Dial-A-Bus
65 Public Works Drive
Warwick, New York, 10990

Dear Ms. Crover,

Please be advised effective October 29, 2012 I will be resigning my position as administrative assistant at Warwick Dial-A-Bus. I appreciate the opportunities and experience I was given in this position.

My thanks to you again, and I wish you great success with all your future endeavors in your position at Dial-A-Bus.

Respectfully Yours,


Kelly Riat

Sojourner Communications, Inc.
 PO Box 30
 Sylva, NC 28779

Quotation

Date	Quotation #
11/30/2012	Q12-2612

Name / Address
Town of Warwick, NY Accounts Payable 132 Kings Highway Warwick, NY 10990

Ship To
Town of Warwick, NY M/F: Mike Sweeton 132 Kings Highway Warwick, NY 10990

Terms	Quote Expires on	FOB	Requested By
Net 30 Days	12/30/2012	Shipping Pt.	Mike Sweeton

Qty	Item	Description	Unit Cost	Total
4	Pana HMC-80	AVC-HD Camcorder	2,127.00	8,508.00
4	Acebil I-705RM	2-Stage Tripod with Mid Level Spreader and Camera Remote Control Handle (See note**)	312.00	1,248.00
4	ELE RE50B	Handheld Microphone, Black	155.00	620.00
4	AudTec AT8035	Line + Gradient Microphone	249.00	996.00
4	USRobotics USR8420	All-In-One USB 3.0 Card Reader	29.00	116.00
8	ProCo SMM-25	25' XLRF to XLRM Audio Cable	12.00	96.00
8	Sandisk SDSDRX3-64G-A21	64GB SDHC Memory Card, Class 10	72.50	580.00
4	USRobotics USR8420	All-In-One USB 3.0 Card Reader	29.00	116.00
4	Pana Shan-HMC80	Thermodyne Carry/Shipping Case w/Wheels and Handle	305.00	1,220.00
4	Pana VW-VBG260	Spare Battery for HMC-80 Camcorder	151.00	604.00
4	Sony SVDVD12000	Vegas Pro12	546.00	2,184.00
2	Tascam DV-D01u	Professional DVD Player, 1 RU	398.00	796.00
1	Triplite SMART1500LCD	1500VA UPS	193.00	193.00
		**Camera Focus and Zoom Controls located in handle of tripod.		
			Subtotal	\$17,277.00
Phone #	Fax #	E-mail	Sales Tax (0.0%)	\$0.00
828-586-1215	828-586-1214	pwilson27@earthlink.net	Total	\$17,277.00