BOARD OF TRUSTEES
VILLAGE OF WARWICK
JANUARY 16, 2018
AGENDA

Call to Order
Pledge of Allegiance
Roll Call

1. Introduction by Mayor Newhard.

2. Acceptance of the Minutes of December 18, 2017

3. Acceptance of Reports: Building Inspector (December 2017) and Justice (December 2017).

4. Authorization to Pay all Approved and Audited Bills in the amount of $_____.

5. Police Report.

Correspondence

1. Letter of resignation from Village of Warwick Planning Board member Ryan Denerley.

2. Special Use Permit for a proposed construction of a thirty-six (36) unit apartment building with parking on Forester Avenue.

3. Letter from Lehman & Getz Consulting Engineers regarding the Special Use Permit for the proposed construction of apartments on Forester Avenue.

4. Letter from Tectonic Engineering & Surveying Consultants regarding the compliance schedule for the Village of Warwick Dams.

Privilege of the Floor

(Please limit your comments to five (5) minutes. Please note all remarks must be addressed to the Board as a body and not to individual Board members. Please state your name clearly before speaking). These rules are taken from the Handbook for Village Officials – New York State Conference of Mayors and Municipal Officials.

Motions:

Trustee Cheney's Motions:

1. Motion to change Boris Rudzinski's status from provisional Building Inspector III / Code Enforcement Officer to permanent Building Inspector III / Code Enforcement Officer effective December 21, 2017.

2. Motion to grant permission to Mayor Michael J. Newhard to attend the NYCOM Winter Legislative Meeting in Albany, NY from February 11 to February 13, 2018 at a cost of $240.

3. Motion to acknowledge the receipt of an application from Robert Kennedy for a Special Use Permit for the proposed construction of a thirty-six (36) unit apartment building with parking on Forester Avenue and to refer the application to the Village's engineering consultant and attorney for review and comment.

4. **RESOLUTION APPROVING PARKING LOT LEASE EXTENSION**

WHEREAS, in 1989 the Village of Warwick entered into an agreement with the Bank of New York under which the Bank leased certain portions of the parking area at 21-27 South Street to the Village for nominal consideration, and

WHEREAS, the said lease agreement was thereafter extended multiple times on essentially the same terms as the original lease; and

WHEREAS, the current lease agreement will expire on January 1, 2018; and

WHEREAS, JPMORGAN CHASE BANK, NA, as the successor in title to the said property of the Bank of New York, has offered to enter into the further extension of the lease agreement, a copy of which is attached hereto, on essentially the same terms as the existing agreement;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the further extension of the lease agreement proposed by JPMORGAN CHASE BANK, NA, constitutes a Type II Action under SEQRA;

2. That the Village Board approves and accepts the further extension of the lease agreement proposed by JPMORGAN CHASE BANK, NA; and

3. That the Village Mayor is authorized to sign the lease agreement extension and any documents necessary to put the same into effect.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

5. **AMENDED RESOLUTION ACCEPTING DEEDS TO THE STREETS WITHIN THE WARWICK GROVE DEVELOPMENT**

WHEREAS, Warwick Grove Company, LLC has constructed a residential subdivision called "Warwick Grove" within the Village of Warwick; and

WHEREAS, Warwick Grove Company, LLC has made an offer of dedication of the streets within Warwick Grove to the Village has requested that the Village accepted the deeds to the streets and assume ownership and responsibility for the streets as public roadways; and

WHEREAS, by resolution dated July 3, 2017, the Village Board accepted the deeds to the said streets; and

WHEREAS, it is now necessary to adopt an amended resolution to satisfy the requirement of the New York State Department of Transportation that additional information regarding the streets be included in the Village Board's acceptance resolution in order for the streets to be included in the Local Highway Inventory;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board's resolution of July 3, 2017 is hereby superseded and replaced by this resolution; and

2. That the streets for which the Village hereby accepts title are shown on the attached map and are described as follows:

(I). Hudson Street, which consists of approximately .27 miles beginning at McFarland Drive and ending at Longhouse Street;

(II) Cropsey Street, which consists of approximately .29 miles beginning at McFarland Drive and ending at Hudson Street;

(III) White Oak Street, which consists of approximately .10 miles beginning at McFarland Drive and ending at Bridges Street;

(IV) Bridges Street, which consists of approximately .11 miles beginning at Hudson Street and ending at White Oak Street;

(V) Aske Street, which consists of approximately .10 miles beginning at Hudson Street and ending at Longhouse Street;

(VI) Sly Street, which consists of approximately .04 miles beginning at Longhouse Street and ending at Cropsey Street;

(VII) Cornbury Street, which consists of approximately .085 miles beginning at Cowdrey Street and ending at Cowdrey/Mistucky Street intersection;

(VIII) Mistucky Street, which consists of approximately .10 miles beginning at Cowdrey Street and ending at Cornbury Street;

(IX) Coe Circle, which consists of approximately .066 miles beginning at Cowdrey Street and ending at Cowdrey Street;

(X) Swift Street, which consists of approximately .05 miles beginning at Cropsey Street and ending at Longhouse Street;

(XI) Longhouse Street, which consists of approximately .35 miles beginning at Aske Street and ending at Cowdrey Street;

(XII) Road E, which consists of approximately .02 miles beginning at Hudson Street and ending at Cropsey Street;

(XIII) Cowdrey Street, which consists of approximately .278 miles beginning at Longhouse

Street and ending at Coe Circle;

(XIV) McFarland Drive, which consists of approximately .73 miles beginning at Forester Avenue and ending at White Oak Street.

2. That the Village hereby accepts title and assumes ownership and responsibility to maintain and repair the aforesaid streets as public roadways subject to the following conditions:

(I) That Warwick Grove Company, LLC, pays to the Village or reimburses the Village for searches of title or title policy, surveys, engineering charges and legal fees in connection with the acceptance of the aforesaid streets; and

(II) That the acceptance of the deeds is subject to a certification from the Village Attorneys that title to the streets is vested in the Village free and clear of all title objections including, but not limited to, mortgages, assignments of rents and leases, security agreements and unpaid real property taxes, including the special transfer tax applicable to the properties within the Town of Warwick if the same applies to the deed transfers referred to above; and

(III) That Warwick Grove Company, LLC, shall post maintenance security on the aforesaid streets in the amount of $60,000.00 which shall be in the form of cash paid into escrow with the Village; and

(IV) That the Village Engineer and the Public Works Supervisor shall approve the conditions of the streets; and

(V) That Warwick Grove Company, LLC, shall provide a title insurance policy to the Village insuring to the Village that when it accepts the street by accepting the deeds to the streets, that the Village will have good and insurable title which shall be confirmed by a letter from the Village Attorneys.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

Trustee Lindberg's Motions:

6. Motion to grant permission to the Nicholas P. Lesando Jr., Warwick Township Post #214 of the American Legion to hold their annual Memorial Day Parade on Monday, May 28, 2018 at 11:00 a.m. as per their letter dated December 26, 2017. The proper insurance has been received.

Trustee Patterson's Motions:

7. Motion to grant permission to the Warwick Valley Gardeners to hold their Annual Garden Tour on Railroad Green on Friday, July 6, 2018 from 4:30 p.m. to 6:30 p.m. Completed park permit, $100 security deposit and proof of proper insurance has been received.

Reports:

Trustee Cheney's Report: Liaison to Planning & Zoning, Town of Warwick, Public Works Daily Operations, Engineering and Infrastructure, Green Building Practices/Alternative Energy Options, Citizens Awareness Panel/Jones Chemical, Orange County Planning.

Trustee Lindberg's Report: Liaison to Parks & Recreation, Weekender Bus & Transportation Issues, Traffic and Parking, Liaison to Warwick Fire Department, Safety Committee, Crosswalk & Pedestrian Issues, and Employee Training – Workplace Violence/Sexual Harassment.

Trustee Patterson's Report: Liaison to Merchants, Chamber of Commerce, Tourism, Issues of Public Health, Senior Citizens, Public Interface and Outreach, Government Efficiency, St. Anthony's Community Hospital and Bon Secour, Orange County Department of Health.

Trustee McManus' Report: Liaison to Albert Wisner Library, Warwick Valley Schools, Police, Ethics, Cablevision, Alteva (WVT), Issues of Emergency and Homeland Security, WYDO and Warwick Valley Community Center, Historical Society.

Mayor Newhard's Report

Final Comments from the Floor

Final Comments from the Board

Executive Session, if Applicable

Adjournment

January 1, 2018

Mayor Newhard and
George Aulen, Chairman
77 Main Street
Warwick, NY 10990

Dear Sirs:

It is with much regret that I must tender my resignation as a member of the Village of Warwick Planning Board. It has been a privilege to work with such dedicated people and to serve my community.

Thank you for your time and consideration in this matter.

Sincerely,

Ryan T. Denerley

Ryan T. Denerley

RECEIVED

JAN 04 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Village of Warwick
Special Use Permit Application

Date received 1/3/18
App. Fee _____

1) Applicant's name ROBERT KENNEDY
2) Address P.O. BOX 600, WARWICK, NY 10990
3) Tele. No.# 986-4111 Cell # _____
4) Project Location FORESTER AVE
5) Sec. Lot & Blk 211-12-1
6) Describe Proposed Project PROPOSED CONSTRUCTION of a 36 UNIT APARTMENT BUILDING WITH PARKING
7) Square Footage of Parcel 97,549
8) Has any variances, site plans or subdivisions been granted for the proposed property N

If so please attach any copies of variances or Resolutions to this application form.

Signatures must be notarized

Signature of Applicant _____ **Date** 1/3/18

Signature of Property Owner _____ **Date** _____

Notary Seal:

MAUREEN J EVANS
Notary Public, State of New York
No. 01EV6262317
Qualified in Orange County
Commission Expires May 21, 2020

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JAN 03 2018
VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Owner and/or applicant are responsible for payments of any and all consultant's fees.

AUTHORIZATION

(OWNER) Cobl Corporation, DEPOSES AND SAYS THAT HE

RESIDES AT P.O. Box 593 Warwick

IN THE COUNTY OF Orange

AND STATE OF New York

AND THAT HE IS AN OWNER IN FEE OF 73 - 83 Forester Avenue Warwick New York 10990

WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING

APPLICATION AS DESCRIBED THEREIN TO THE VILLAGE OF WARWICK

PLANNING BOARD AND Robert Kennedy, Engineering & Surveying Properties AUTHORIZED

TO REPRESENT THEM AT MEETINGS OF SAID BOARD.

DATED: 1/3/18

OWNERS SIGNATURE

Cedric Glasper

OWNERS NAME (printed)

NAMES OF ADDITIONAL REPRESENTATIVES

State of New York
County of Orange

Sworn to before me this 3rd day of January, ~~2017~~ 2018 before me personally came Cedric Glasper, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

Elizabeth C. Filipowski

Notary Public

ELIZABETH C. FILIPOWSKI
Notary Public, State of New York
No. 01FI6024757
Qualified in Orange County
Commission Expires May 17, 2019

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information

Name of Action or Project:
Forester Avenue Apartments

Project Location (describe, and attach a location map):
Forester Avenue, Village of Warwick

Brief Description of Proposed Action:
The proposed action is to construct one, three story, 36-unit apartment building with associated parking on an existing parking lot.

Name of Applicant or Sponsor:	Telephone: (845) 986-4111
Kennedy Companies Inc.	E-Mail: rmk@kennedycoinc.com

Address:
PO Box 600

City/PO:	State:	Zip Code:
Warwick	New York	10990

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? 2.24 acres
b. Total acreage to be physically disturbed? 0.90 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.24 acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____
☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☑
b. Are public transportation service(s) available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☑
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☑
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☐	☑
16. Is the project site located in the 100 year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☑ YES	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☑ YES Public drainage system on Forester Avenue		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	✓	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	✓	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: Ink Sludge from the Georgia Pacific Corporation - Determined to be not hazardous,		✓

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

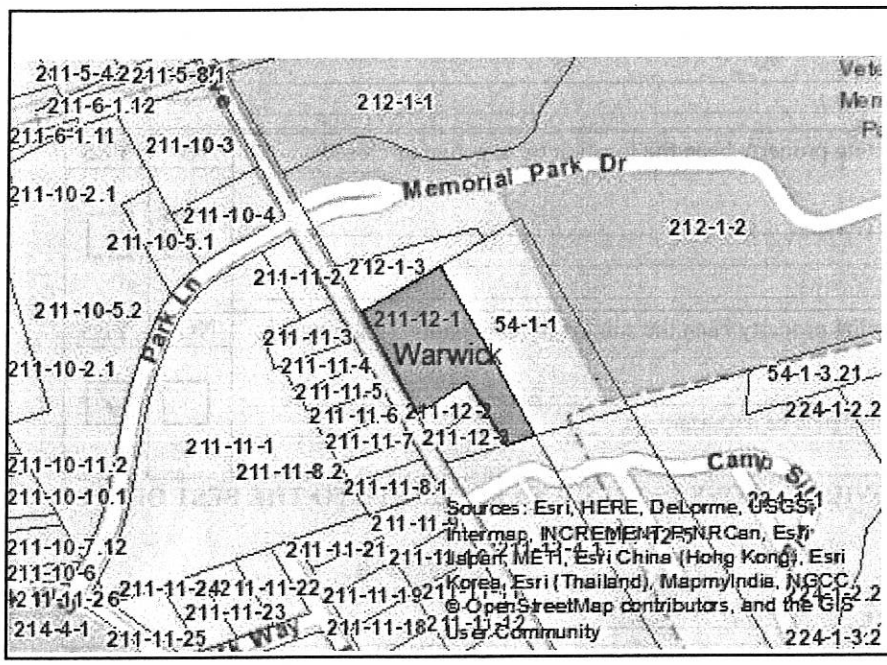
~~Applicant/sponsor name:~~ Engineer Ross Wingolvitz, P.E. Date: 01/03/18

Signature:

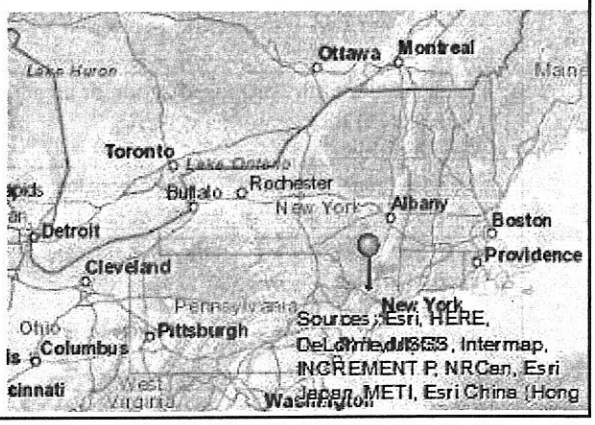
PRINT FORM

EAF Mapper Summary Report

Tuesday, December 12, 2017 12:22 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

LEHMAN & GETZ
CONSULTING ENGINEERS

RECEIVED
JAN 10 2018
VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

January 10, 2018

Village of Warwick Board of Trustees and Planning Board
77 Main Street
Warwick, NY 10990

Re: Kennedy Apartments
Section 211, Block 12, Lot 1
Forester Avenue
L&G #1802.44

Dear Trustees and Planning Board Members:

Robert Kennedy has submitted applications for site plan and special permit approval for the proposed construction of apartments on Lot 211-12-1, a 2.3-acre lot located along the eastern side of Forester Avenue. The property is owned by Cobl Corporation, which also owns the adjacent Mechanical Rubber property, which is located behind the project site, outside the Village in the Town of Warwick.

The property is located in the Residential (R) zoning district and is not located in the Historic District. It currently consists primarily as an open paved lot.

We have reviewed the following documents, dated 1/3/18:

- Special use permit application (to the Board of Trustees)
- Planning Board application (to the Planning Board)
- Authorization form signed by Cedric Glasper of Cobl Corporation
- Sketch Plan prepared by Engineering & Surveying Properties
- Short Environmental Assessment Form, Part 1.

Review comments:

1. In a pre-application meeting, Mr. Kennedy mentioned that he is contemplating constructing one or two apartment buildings along the front of the property. The sketch plan shows a single three-story building with 36 apartments. Twenty-eight two-bedroom units are proposed, and eight one-bedroom units.

2. It appears that the plan as submitted would require variances for front yard, front setback, and building height.

3. If more than one building is proposed, then additional variances from several conditions for multiple residences will be needed (Section 145-127.E.1, 2, and 7): distance between buildings, number of units in a building, and total number of units.

4. Consistent with Village design guidelines, parking is proposed behind the principal building. A total of 83 spaces is proposed, while 68 are required. Thirteen spaces are proposed within an accessory garage building.

5. The building is proposed to be located less than 20 feet from the existing curb line of Forester Avenue (approximately 10 feet back from the existing sidewalk). Its proximity to the road and sidewalk is a concern. There are no nearby buildings with such small setbacks.

6. Construction of the building will eliminate parking areas that have been available for the American Legion building.

7. The driveway to the proposed apartments will be shared by Mechanical Rubber site. Easement agreements must be developed for access, maintenance, utilities, etc. A small portion of the existing Mechanical Rubber building extends onto the project site, and this encroachment will need to be addressed.

8. As the project proceeds, additional information will be needed on the building's design and appearance and on grading, utilities, landscaping, lighting, etc.

Sincerely,

Lehman & Getz, P.C., Village Engineers
David A. Getz, P.E.

cc: Robert J. Dickover

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-3504

ATTN: Scott Braymer, PE

January 11, 2018

RE: W.O. 6016.04
WARWICK RESERVOIR DAMS
DEC DAM ID#'S 180-0395, 180-0396, AND 180-0397
VILLAGE OF WARWICK, ORANGE COUNTY, NEW YORK

Dear Mr. Braymer:

Tectonic Engineering & Surveying Consultants P.C. (Tectonic) is in receipt of the routine visual inspection report for the above referenced dams performed by the NYSDEC provided to the Village of Warwick and dated September 21, 2017. The following comment was included in the letter:

> *Please refer to my March 12, 2015 letter regarding the Conditions Ratings and Hazard Classifications that have been assigned to all three dams as the result of the Reservoir System Analysis, dated March 2015. As was requested in that letter, and again in my October 25, 2015 inspection letter, please provide the Village's proposed plan and schedule for bringing the Village's dams into compliance with all applicable safety criteria.*

In response to the above comment, the attached schedule for bringing the dams into compliance was developed by Tectonic on behalf of the Village of Warwick. The schedule includes all outstanding items from the Upper Reservoir Dam Engineering Assessment (10/2013), the Lower Reservoir Dam Engineering Assessment (6/2014), and the Reservoir Systems Analysis (3/2015).

If you have any questions or require additional information, please do not hesitate to contact the undersigned directly at (845) 567-6656 x 3822.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

Christopher Burke, PhD, PE, PMP
Manager of Geotechnical Services

G:\Newburgh\Geotechnical\6000\6016 Warwick Reservoir Emergency Repairs\6016.04\Schedule for DEC compliance\20180111 Response to NYSDEC comments.docx

cc: Michael Newhard, Mayor, Village of Warwick
Barry Cheney, Trustee, Village of Warwick
Thomas Critelli, Tectonic
Mark Lukasik, Tectonic
Mark Stier, Tectonic

Attachments: Proposed Compliance Schedule

RECEIVED
JAN 11 2018
VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Newburgh Office

1279 Route 300 | Newburgh, NY 12550
845.567.6656 Tel | 845.567.8703 Fax

tectonicengineering.com
Equal Opportunity Employer

Dam	Proposed Action	Investigate	Design	Permit	Construct	Status
Lower	Perform Engineering Assessment for the Lower Warwick Dam	2014	N/A	N/A	N/A	Completed
System	Perform Reservoir System Analysis	2015	N/A	N/A	N/A	Completed
Lower	Remediation of animal burrows	N/A	N/A	N/A	2014	Completed
Upper	Remediation of woody vegetation along the downstream embankment and heavy vegetation along the embankments	N/A	N/A	N/A	2014	Completed
Upper	Monitoring of seepage on the downstream slope	2017	N/A	N/A	N/A	Ongoing
Upper	Remediation of animal burrows and wall damage along the upstream embankment	N/A	N/A	N/A	2018	Not started
Upper	Removal of tree stumps	N/A	TBD	TBD	TBD	Future (1)
Upper	Inspect Low Level Outlet Structure	N/A	TBD	TBD	TBD	Future (1)
Lower	Remove brush and large diameter tree on upstream embankment	N/A	N/A	N/A	2018	Not started
Upper	Inspection and Maintenance Plan (I&M Plan) – Upper Reservoir Dam	N/A	2018	N/A	N/A	Not started
Middle	Inspection and Maintenance Plan (I&M Plan) – Middle Reservoir Dam	N/A	2018	N/A	N/A	Not started
Lower	Prepare fully modeled inundation mapping for next EAP update	2018	N/A	N/A	N/A	In Progress
System-Wide	Safe Yield Analysis	2019	N/A	N/A	N/A	In Progress
System-Wide	Analyze Intake/Distribution of the System to Optimize Water Quality	2019	N/A	N/A	N/A	Future
System-Wide	Decision on reservoir level based on results of Safe Yield Analysis	2019	N/A	N/A	N/A	Future
System-Wide	Capital Plan Update	2019	N/A	N/A	N/A	Future
Lower	Modifications to the Lower Warwick Spillway and/or Embankment to Provide Spillway Capacity based on Safe Yield Decision	N/A	2020	2020	2021	Future
System-Wide	Update of Reservoir System Analysis based on Safe Yield Decision to select Options for Upper & Middle Dams	2020	N/A	N/A	N/A	Future
Upper	Modifications to the Upper Warwick Spillway and/or Embankment to Provide Spillway Capacity	N/A	TBD	TBD	TBD	Future
Middle	Modifications to the Middle Warwick Spillway and/or Embankment to Provide Spillway Capacity	N/A	TBD	TBD	TBD	Future

(1) These items will be addressed as part of the effort for the modifications to the spillway and/or embankment to provide spillway capacity.

SECOND LEASE EXTENSION AND MODIFICATION AGREEMENT

This **SECOND LEASE EXTENSION AND MODIFICATION AGREEMENT** (this "Agreement") is dated as of January ___, 2018 and is by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, having an address at 1111 Polaris Parkway, Mail Code OH1-0241, Columbus Ohio 43240-2050, Attention: Lease Administration Manager ("JPMC"), and **VILLAGE OF WARWICK**, having an address at Village Hall, 77 Main Street, Warwick, New York 10990, Attention: Mayor's Office ("Village").

WHEREAS, The Bank of New York ("BNY") and Village previously executed that certain Lease Agreement dated as of August 15, 1989 for certain portions of the parking area at the real property located at 21-27 South Street in the Village of Warwick, Town of Warwick, New York (the "Original Lease", and together with all subsequent renewals, modifications and amendments thereto, the "Lease");

WHEREAS, JPMC has succeeded to the rights of BNY under the Lease;

WHEREAS, the Lease is scheduled to expire by its terms on January 31, 2018; and

WHEREAS, JPMC and Village mutually desire to extend the term of the Lease and to otherwise amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, JPMC and Village hereby agree as follows:

1. Term. The term of the Lease is hereby extended for one (1) additional term of five (5) years, to be deemed to have commenced as of February 1, 2018 (notwithstanding the date of this Agreement) and to expire on January 31, 2023. Notwithstanding anything to the contrary contained in the Lease, JPMC shall have the unconditional right to terminate the Lease by delivering written notice to Village at least one (1) year prior to the effective date of such termination.

2. Parking Space Monitoring. Notwithstanding anything to the contrary contained in the Lease, Village shall ensure that any vehicles parked in the Parking Spaces shall not be ticketed or cited by municipal police or other authorities for illegal or overtime parking or towed or removed for any reason unless JPMC notifies Village in writing of the presence of any vehicle(s) that is not authorized to be parked in any one or more of the Parking Spaces.

3. No Renewal. Effective as of the date hereof, Paragraph 3(F) of the Original Lease is hereby deleted in its entirety, including, without limitation, clauses (a) and (b) thereof. Village acknowledges that there are no unexercised options remaining in favor of Village to extend the term. Village acknowledges and agrees that Village shall not have any renewal or extension options under the Lease unless and until JPMC and Village mutually agree to add new options to the Lease.

4. Notices. Effective as of the date hereof, the Lease is amended to state that all notices and communications from Village to JPMC shall be sent via recognized overnight courier or express mail services to the following:

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240-2050
Attn: Lease Administration Manager

with a copy to

JPMorgan Chase Bank, N.A.
237 Park Avenue, 12th floor
Mail Code NY1-R067
New York, New York 10017
Attention: Real Estate Executive

and to

JPMorgan Chase Bank, N.A.
Legal and Compliance
237 Park Avenue, 12th floor
Mail Code NY1-R065
New York, New York 10017

5. Broker. JPMC and Village each represents to the other that it has not dealt with a real estate broker in connection with this Agreement. JPMC and Village each hereby indemnifies and holds the other harmless from and against any and all claims for brokerage commissions or fees and any losses, suits, damages, claims, penalties and monies, including attorneys' fees and expenses, which the other party may incur due to a breach of the foregoing representation and warranty.

6. OFAC. Village represents and warrants to JPMC that neither it nor any of its affiliates or representatives (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

7. Code of Conduct. Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct (the "Code"), a current copy of which is located at:

http://www.jpmorganchase.com/corporate/About-JPMC/supplier-relations.htm.

The Code states, among other things, that JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Agreement, Village hereby acknowledges and confirms that it has reviewed the Code, that it has anti-corruption policies and procedures in place, that it will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Agreement.

8. Miscellaneous.

(a) Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(b) Entire Agreement. This Agreement sets forth all covenants, agreements and understandings between JPMC and Village with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in this Agreement. The Lease, as modified by this Agreement, may be amended only by a written instrument signed by and delivered to all of the parties.

(c) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Lease remain unchanged and continue to be in full force and effect and are hereby ratified and confirmed.

(d) Conflicts. The terms of this Agreement shall control over any conflicts between the terms of the Lease and the terms of this Agreement.

(e) Defined Terms. All terms used herein which are defined in the Lease and not otherwise defined herein shall have the meanings assigned to them in the Lease.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(g) Authority. JPMC and Village each represents to the other that the person executing this Agreement on behalf of such party has the full power, right and authority to do so on such party's behalf.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, JPMC and Village have executed this Agreement as of the date first written above.

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

VILLAGE OF WARWICK

By: _____
Name:
Title:

NICHOLAS P. LESANDO JR.
WARWICK TOWNSHIP
POST 214-P.O. BOX 401
WARWICK, N.Y 10990

December 26, 2017

Mr. Michael Newhard, Mayor
Village of Warwick
& Village Board Members
77 Main Street
Warwick, NY 10990

SUBJECT: PERMISSION TO HAVE A PARADE ON MAY 28, 2018
IN HONOR OF DEPARTED VETERANS

Dear Mayor Newhard and Village Board Members,

The Nicholas P. Lesando, Jr., Warwick Township Post of the American Legion requests permission to hold a parade in the Village of Warwick on May 28, 2018, starting at 11:00 A.M. and terminating at approximately 12:00 P.M.

The parade route will be as follows: start at 11:00 A.M. from the Village Hall on Main Street, down Main Street to Oakland Avenue, up Oakland Avenue to Warwick Cemetery, where ceremonies will be held. It will then continue to St. Stephen's Cemetery along Galloway Road where ceremonies will be held for our veterans buried there. After the ceremonies, the parade will regroup and go down Forester Avenue to the Firemens Monument for their ceremonies. The parade will end there.

Thank you.

Sincerely,

PAST COMMANDER

For Laura Smykla
Post Commander

RECEIVED

JAN 08 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

RECEIVED

JAN 05 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

VILLAGE OF WARWICK
FACILITY USE REQUEST

Date Rec'd: 1/5/18

Date(s) Requested: 7/6/18

Time of Event: 4:30 Pm - 6:30pm

Village Park/Facility Requested: Railroad Green

****Please use attached map to indicated areas to be used****

Information about Group/Organization:
Name of Organization or individual: Warwick Valley Garden Club

Check One: ✓ Non-Profit ____ 501(c)3 ____ For Profit ____ Private Event

Proof of Residency: ____ Designated Contact: Jim Bowes

Mailing Address: 7 Sandfast Ln Warwick

Telephone: (Day) ____ (Evening) ____ (Cell) 201-819-6961

Information about intended use of Village Facilities:
Purpose of Use: 2018 Warwick Garden Tour - Pre-tour

Total Participants Expected: 50 Adults ____ Children
How will the event be advertised? ____
Is Village equipment required? ____ Yes ____ No
If needed, state type and for what purpose: ____

Village of Warwick Participants: ✓ Non-Resident Participants: ✓
Is an admission fee charged? ____ Yes ✓ No
If so, what will proceeds be used for: ____

Will food be served? no Will food be sold? no
Please give details: ____

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village for the use and care of the facilities. He/she, on behalf of Warwick Valley Garden Club (name organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Valley Garden Club (name organization).

Patricia C Reinhardt
Signature of Organization's Representative (must be a Village of Warwick Resident)

Address: 25 Woodside Drive Telephone: 201-819-6961

$100 Security Deposit Rec.
Raina