

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JANUARY 7, 2019
AGENDA**

**Call to Order
Pledge of Allegiance
Roll Call**

1. Introduction by Mayor Newhard.
2. Approval of Minutes: December 17, 2018.
3. Authorization to pay all approved and audited bills in the amount of \$_____.

Discussion

1. Safety Surfacing at Stanley-Deming Park – DASNY Grant Project Budget
2. Playground Equipment – Engineer Stamp
3. Work Session to review Special Use Permits for Kennedy Apartments, Village View and Village View Annexation.

Correspondence

1. Letter from Deputy Treasurer/Deputy Clerk Barbara Ranieri regarding her retirement.
2. Letter from NYS Department of Environmental Conservation regarding Water Quality Improvement Project #83527 – UV Disinfection Project.

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:

Resolution Approving Contract For Purchase Of 50 Orchard Street Property

WHEREAS, the New York State Housing Trust Fund Corporation has agreed to sell certain real property located at 50 Orchard Street, Warwick, New York to the Village of Warwick for nominal consideration; and

WHEREAS, a contract by which the sale of the said property may be completed has been prepared and reviewed by the Village Attorney, a copy of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said contract for the purchase of the real property located at 50 Orchard Street; and

2. That the Village Board hereby authorizes Michael Newhard, the Village Mayor, to execute the contract and all related documents necessary for the transaction.

_____ 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 _____

2. **MOTION** to return the Village Board escrow balance of \$9.17 to Warwick Valley BBA, LLC for the Special Use Permit of the Photovoltaic Energy System located at 28 Church Street. All invoices have been paid as per the letter from Village Engineer, Dave Getz and Village Attorney, Stephen Gaba.

3. **MOTION** to approve payment #2 in the amount of \$10,010.00 to Eco Verde, LLC for Odor Control Equipment Procurement per the recommendation of Barton and Loguidice.

Trustee Lindberg's Motions

4. **MOTION** to authorize twenty-seven Village Hall employees to complete Adult and Child CPR and AED training through the Warwick Community Ambulance Service, Inc. on Tuesday, January 8, 2019 and Wednesday, January 9, 2019 at a cost of \$30 per person.

Trustee McManus' Motions

5. **MOTION** to approve the proposed Stipulations of Settlement of two Notices of Claims filed by Village Trustees in regard to payments for waiver of health insurance coverage, and to authorize the Mayor to execute the same and all documents necessary to implement their terms.

Trustee Patterson's Motions

6. **MOTION** to grant permission to the Warwick Valley Chamber of Commerce to extend the date of the Farmers' Market from November 17th to November 24, 2019.

DPW Supervisor's Report

Final Comments from the Board

Executive Session, if applicable

Adjournment

**STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM
(SAM)
PROJECT INFORMATION SHEET**

SECTION 1: GENERAL INFORMATION

A. Project Name: Creation of an ADA Accessible Playground

Project Location: Stanley-Deming Park, Village of Warwick

B. Organization / Grantee:

Legally Incorporated Name: Village of Warwick

Street (not P.O. Box): 77 Main Street

City: Zip: County: Warwick, 10990, Orange County

Phone: (845) 986-2031 **Ext.:** 101 **Fax:** (845) 986-6884 **E-mail:** mayor@villageofwarwick.org

Contact Name & Title: Michael J. Newhard, Mayor

Federal Taxpayer I.D./Charity Reg.# (Non-profits Only):

1. Type of Organization:

- | | |
|---|--|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Public Housing Authority |
| <input type="checkbox"/> State | <input type="checkbox"/> Public Library or Library System |
| <input checked="" type="checkbox"/> Municipal Corporation | <input type="checkbox"/> Fire District / Commission / Department / Volunteer Rescue & Ambulance Squad |
| <input type="checkbox"/> Water District | <input type="checkbox"/> Public Park Conservancy or Not-for-Profit Investment in Parks |
| <input type="checkbox"/> University / Educational Organization (SUNY, Community College, Private) | <input type="checkbox"/> Special Act School Districts |
| <input type="checkbox"/> Sewer District | <input type="checkbox"/> School for the Blind and Deaf and Other Students with Disabilities (4201 Schools) |
| <input type="checkbox"/> Metropolitan Transportation Authority | <input type="checkbox"/> Private School for Students with Disabilities (853 Schools) |
| <input type="checkbox"/> Public School District | <input type="checkbox"/> Other |

- 2.**
- a) Is the organization currently seeking or receiving any other New York State assistance for this project? ☒ No ☐ Yes
- b) Is the SAM Grant a match to receiving the Other New York State Assistance? ☒ No ☐ Yes

If either a or b is Yes, please provide a detailed explanation on an attached separate sheet.

SECTION 2: PROJECT DESCRIPTION**Project Description and Amount**

1. Please attach a **separate sheet** with a detailed description of the specific capital project that will be undertaken and funded pursuant to this Grant.

2. Project Start Date: April 22, 2019 Anticipated Date of Project Completion: May 31, 2019

3. Please list the anticipated amount of funding to be received from the SAM Program for this project.
\$75,000

4. Will any entity other than the Grantee set forth in Section 1, above, be paying any project related costs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
<u>If Yes</u> , please attach a separate sheet setting forth the costs to be paid by another entity, as well as a description of the relationship between the Grantee and the other entity.	
5. Does the Applicant own the site where the project will be located? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
<u>If No</u> , please attach a separate sheet describing the control the Applicant has over the Project site.	
<u>If Yes</u> , please provide the signed Real Property Certification included.	
6. Does the applicant plan to occupy 100% of the project facility? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
<u>If No</u> , attach a schedule explaining the planned occupancy.	
7. If an organization other than the Grantee will have an interest in the equipment or real property purchased with Grant funds, please attach a separate sheet describing the legal relationship between the Grantee and the organization.	
8. Does the project require environmental or other regulatory permits? <u>If Yes</u> , please specify type: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Have they been secured? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA	
<u>If No</u> , please specify why:	
9. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA)? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NA	
<u>If Yes</u> , please set forth the lead agency for the review and provide a copy of the negative declaration, findings statement, or Type II memo issued by the lead agency.	
SECTION 3: ELIGIBILITY FOR TAX-EXEMPT FINANCING	
1. Has the applicant previously received financing from the sale of tax-exempt bonds for <u>this project</u> ? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
<u>If Yes</u> , attach a schedule describing the details of such financing.	
2. Does the applicant anticipate applying for financing for <u>this project</u> from the sale of other bonds? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
<u>If Yes</u> , attach a schedule showing details of such disbursements (date, purpose, payee, etc.).	
4. Will the Grantee be utilizing internal labor for any portion of the project? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
<u>If Yes</u> , attach a narrative summarizing the usage and dollar value of internal labor on the project. Internal labor costs will <u>not</u> be reimbursed from SAM Grant proceeds.	

SECTION 4: PROJECT BUDGET

Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary) that will be utilized to complete the Project. State the source of the funding, and any contingencies that need to be satisfied prior to accessing the funds.

Please include evidence of committed funding sources to be used to complete the project as described. This may include a copy of letter(s) of credit, award letters, a resolution from the governing board of the Grantee committing to provide the balance of the funds, or a combination of the above.

<u>USE OF FUNDS</u>	<u>SOURCES</u>						<u>TOTAL</u>
	State		In-Kind /Equity /Sponsor		Other sources (Please specify each source and include commitment letter or other evidence that funds have been secured)		
Tasks	Entity Name	Amount	Source Name	Amount	Entity Name	Amount	
Poured in Place 1,825 SF	DASNY	\$32,144.80					\$32,144.80
Poured in Place 1,625 SF	DASNY	\$13,685.20	Village of Warwick	\$15,255.80			\$28,941.00
Wood Fiber 13,000 SF	DASNY	\$19,007.00					\$19,007.00
Wood Fiber 6,800 SF	DASNY	\$10,163.00					\$10,163.00
Total:		\$75,000.00		\$15,255.80			\$90,255.80

I hereby certify that the information in this Project Information Sheet is true and correct in all material respects, and I understand that the Dormitory Authority of State of New York and other entities that may be involved in the grant process are relying on this information in the course of the reviews that are required under Federal and State law.

Signature of Authorized Officer

Michael J. Newhard

Print Name

Mayor

Title

Date

Project Information Sheet – Section 2: Project Description – Question 1

**Village of Warwick
Creation of an ADA Accessible Playground
Project ID: # 15548**

DASNY Grant Application

The project is to provide safety surfacing for a new inclusive playground in Stanley-Deming Park located in the Village of Warwick. In the main area of the playground, it will provide for 1,825 sq. ft. of poured-in-place rubber safety surfacing as well as the crushed stone sub surfacing required for proper installation. This rubber safety surfacing provides a smooth pathway for wheelchairs to roll across easily to access the ADA-accessible features of the playground. This project also includes 13,000 sq. ft. of engineered wood fiber for the areas of the playground not covered by poured-in-place rubber.

There is also the possibility of extending the play area through the two optional areas of an additional 1,625 sq. ft. of poured-in-place rubber and 6,800 sq. ft. of engineered wood fiber. The creation of this optional play area will be determined by how many additional playground pieces will be installed in that space.

Play By Design Quote



Play By Design
119 West Buffalo Street
Ithaca, NY 14850
516-492-6902
PBDplaygrounds.com
Samantha@PBDplaygrounds.com

Project Name: Warwick, NY

Invoice Date: 12/21/2018

Bill To: Village of Warwick

Village Hall

Address: 77 Main Street

Warwick, NY 10990

PIP EPDM 50/50 - PLAYCORE

Description	Units	Cost Per Unit	Amount
1,825 SF PIP 50% Color / 50% Black 490 @ 1.75" 1335 @ 3.5"	1	\$ 27,067.55	\$ 27,067.55
4" crushed stone base	1	\$ 5,077.25	\$ 5,077.25
Total:			\$ 32,144.80
Optional:			
1,625 SF PIP 50% Color / 50% Black 475 @ 1.75" 1150 @ 3.5"	1	\$ 24,422.00	\$ 24,422.00
Opt for 4" crushed stone base	1	\$ 4,519.00	\$ 4,519.00
Total:			\$ 28,941.00
Aromatic Binder Included. Selected Colors may Amber. Regular Wages Included. Installation and Freight Included. Graphics Not Included. Standard Color Quoted. Standard Warranty for PIP is 5 Years			
Installation Exclusions, unless otherwise noted in Project Scope (Page 1) Permits/Licensing, State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering,, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of, Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site, Work/Preparation, Dumpster			

The following is a non-inclusive list of items that may result in additional charges (Change Order)
Work cannot commence until Change Order(s) are fully executed. Sub Base not to installation standards. Installation of Play Equipment not complete, resulting in return trip. Poor Site Access not identified in Proposal or Project Scope. Customer requirement/request for work on weekends, holidays, or overtime. Any and all scope variations not agreed upon in writing. Security that was not included in the base quote. Waste Removal that was not included in the base quote.

Play By Design Quote



Play By Design
119 West Buffalo Street
Ithaca, NY 14850
516-492-6902
PBDplaygrounds.com
Samantha@PBDplaygrounds.com

Project Name: Warwick, NY

Invoice Date: 12/21/2018

Bill To: Village of Warwick

Village Hall

Address: 77 Main Street

Warwick, NY 10990

WOOD FIBER

Description	Units	Cost Per Unit	Amount
13,000 SF of EWF 2 layers of fabric and staples	1	\$ 14,712.00	\$ 14,712.00
Freight	1	\$ 4,295.00	\$ 4,295.00
Total:			\$ 19,007.00
Optional:			
6,800 SF of EWF 2 layers of fabric and staples	1	\$ 7,701.00	\$ 7,701.00
Freight	1	\$ 2,462.00	\$ 2,462.00
Total:			\$ 10,163.00

Barbara Ranieri
175 Country Club Drive
Florida, NY 10921

December 24, 2018

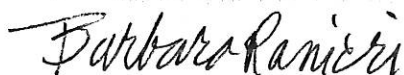
To the Mayor and Board of Trustees:

It is with mixed emotions that I am notifying you of my intent to retire with my last day of employment being March 28, 2019.

It has been my pleasure working for the Village of Warwick for the past 13 years, but it is now time for me to begin the next chapter of my life.

I will always be available to help during the transition period to train someone for my position.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Ranieri".

Barbara Ranieri

RECEIVED

DEC 26 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Assessment and Management
625 Broadway, Albany, New York 12233-3502
P: (518) 402-8179 | F: (518) 402-9029
www.dec.ny.gov

DEC 21 2018

Honorable Michael Newhard
Mayor
Village of Warwick
77 Main Street
Warwick, NY 10990

Subject: Water Quality Improvement Project #: 83527
UV Disinfection Project

Dear Mayor Newhard:

Thank you for submitting your application through the 2018 Consolidated Funding Application (CFA) for the Water Quality Improvement Project (WQIP) Program.

The New York State Department of Environmental Conservation (DEC) has completed our review of applications for the WQIP program. Unfortunately, your proposal was not selected for funding. This does not pertain to potential funding awards from other agencies or programs and does not preclude you from applying for future CFA funding rounds.

We appreciate your effort toward improving water quality in New York State and look forward to working with you in the future to preserve our natural resources. If you have any questions, please contact WQIP Program staff at (518) 402-8179.

Sincerely,



Leila Mitchell
Environmental Program Specialist II
Bureau of Water Assessment &
Management

RECEIVED

DEC 26 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



Department of
Environmental
Conservation

NY RISING BUYOUT AND ACQUISITION PROGRAM

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), dated as of _____, 2018 is made by New York State acting by and through its Housing Trust Fund Corporation, Hampton Plaza, 38-40 State Street, Albany, New York 12207.

WITNESSETH:

WHEREAS, in the aftermath of Hurricane Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (the "Appropriations Act"), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development ("HUD") for Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013 (the "Storms"), subject to the Federal statutes and regulations governing CDBG-DR grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

WHEREAS, the State of New York ("State") received CDBG-DR funding pursuant to the Appropriations Act; and

WHEREAS, the State, through its Housing Trust Fund Corporation ("HTFC"), pursuant to the Federal Register Notice published by HUD on March 5, 2013 at FR 5695-N-01 ("Notice") published an Action Plan creating the NY Rising Buyout and Acquisition Program ("Buyout Program") wherein HTFC would acquire interests in real property located in the flood zone in order to reduce the risk of future flooding; and

WHEREAS, the terms of the Notice require that properties acquired through the Buyout Program will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices; and

WHEREAS, HTFC has utilized CDBG-DR funds to acquire properties through its Buyout Program, has demolished and removed the acquired structures, has graded and seeded the land, and does desire to restrict the use of the property described in Attachment A hereto (the "Land" or the "Property") as open space in perpetuity (except for other uses allowed herein and permissible pursuant to the Notice);

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is acknowledged, HTFC declares as follows:

1. Terms.

Pursuant to the terms of the CDBG-DR Funding statutory authorities and Notice, the following conditions and restrictions shall apply in perpetuity to the Property described in **Attachment A**:

a. Compatible Uses.

The Property shall be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with Federal Emergency Management Agency ("FEMA") guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures.

No new structures or improvements shall be erected on the Property other than:

- i. a public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. a public restroom;
- iii. a flood control structure; or
- iv. a structure that the local floodplain manager approves in writing before the commencement of construction of the structure.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance.

No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP, except for pre-existing structures being relocated off the Property as a result of the Buyout Program.

d. Transfer.

The State may convey its interest in the Property to any of the following so long as such conveyance is for purposes compatible with the uses described in paragraph (1)(a):

- i. A public entity;
- ii. A qualified conservation organization as defined in 44 C.F.R 80(3)(h); or
- iii. A private individual or entity.

Conveyance of any interest in the Property must reference and incorporate the restrictive covenants contained herein.

2. Inspection, Monitoring and Reporting.

The State, HTFC, FEMA, and their representatives, successors, and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Declaration.

3. Enforcement.

The State, HTFC, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance with the restrictive covenants contained herein if the Property is not maintained according to the terms of this Declaration.

4. Covenants to Run with the Land.

HTFC declares that the covenants, restrictions, charges and easements set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon subsequent owners. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth or incorporated by reference in such contract, deed or other instrument, and any grantee, successor, assignee, transferee or other person or entity acquiring any interest in the Land or any portion thereof shall conclusively be held to have acquired such interest in the Land or any portion thereof subject to the obligations of such covenants, regardless of whether or not such covenants and restrictions are set forth or referred to, or specifically agreed to be performed by any such transferee, in any such contract, lease, conveyance, agreement or other such instrument.

5. Events of Default, Remedies.

If any subsequent owner of the Property defaults or threatens default, in the performance or observance of any covenant, agreement or obligation set forth in this Declaration, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the State, HTFC, or FEMA, or any of their respective representatives, successors and assigns (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if any subsequent owner commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the State, HTFC, or FEMA, or any of their respective representatives, successors and assigns and its respective representatives, successors and assigns may declare that subsequent owner of the Land is in default hereunder and may take whatever other action at law or in equity as may appear necessary or desirable to enforce the

obligations, covenants and agreements hereunder and under the Appropriations Act and the Notice. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the rights of the State, HTFC, FEMA, and their respective representatives, successors and assigns, to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

6. Recording.

This Declaration and all amendments and supplements hereto will be recorded where land records are kept in the county where the Property is located.

7. Governing Law.

This Declaration shall be governed by the laws of the State of New York.

8. Amendment.

This Declaration may be amended only by an amendment in writing, executed by an authorized representative of HTFC, and properly recorded where land records are kept in the county where the Property is located, and any such amendments must comport to the fundamental and statutory purposes underlying the terms of the Appropriations Act and the Notice.

9. Restatement.

This Declaration is intended to amend, restate and supersede any previously recorded Declaration of Restrictive Covenants by HTFC.

IN WITNESS WHEREOF, HTFC has caused this Declaration of Restrictive Covenants to be executed by its duly authorized officer, all as of the date first above written.

HOUSING TRUST FUND CORPORATION

By: _____

Name: _____

Title: _____

Date _____

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

On _____, 2018 before me, the undersigned, a Notary Public in and for New York State,
Personally appeared _____, of the HOUSING TRUST
FUND CORPORATION, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in that capacity, and that by her signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed the
instrument.

NOTARY PUBLIC

Attachment A
LEGAL DESCRIPTION

Resolution Approving Contract For Purchase Of 50 Orchard Street Property

WHEREAS, the New York State Housing Trust Fund Corporation has agreed to sell certain real property located at 50 Orchard Street, Warwick, New York to the Village of Warwick for nominal consideration; and

WHEREAS, a contract by which the sale of the said property may be completed has been prepared and reviewed by the Village Attorney, a copy of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said contract for the purchase of the real property located at 50 Orchard Street; and
2. That the Village Board hereby authorizes Michael Newhard, the Village Mayor, to execute the contract and all related documents necessary for the transaction.

_____ 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	_____
George McManus, Trustee, voting	_____
Eileen Patterson, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

CONTRACT OF SALE

CONTRACT OF SALE ("Contract") dated _____, 201__ between HOUSING TRUST FUND CORPORATION, having an address at 38-40 State Street, Albany, New York 12207 (hereinafter "Seller") and VILLAGE OF WARWICK, having an address at 77 Main Street, P.O. Box 369, Warwick, New York 10990 (hereinafter "Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

Section 1. Sale of Premises. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the land and all of the buildings, improvements and fixtures, if any, together with all personal property thereon, if any, (collectively the "Premises") more fully described on Schedule A attached hereto and made a part hereof.

Section 2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, to the extent they presently exist and in their as-is condition. Seller and Purchaser acknowledge that no portion of the Purchase Price is allocable to personal property, if any, transferred hereunder. This paragraph shall survive Closing.

Section 3. Purchase Price

The purchase price ("Purchase Price") is Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Section 4. The Closing

The closing of title pursuant to this contract ("Closing") shall take place on or about fourteen (14) days from the date Seller demolishes the buildings on the Premises (the actual date of the Closing being herein referred to as "Closing Date") at the offices of Seller's attorneys located at Jaspán Schlesinger LLP, 300 Garden City Plaza, Garden City, New York 11530.

Section 5. Permitted Exceptions

The Premises are sold and shall be conveyed subject to:

(a) Easements, covenants, restrictions of record, zoning and subdivision laws and regulations, local use, landmark, historic or wetlands designation, and all elevation and floodplain development and design requirements set forth in the New York State Building Code and any local code;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes;

(e) Any state of facts that an accurate survey would disclose;

(f) Any variations between tax map and property lines; and

(g) The NY Rising Buyout and Acquisition Program Declaration of Restrictive Covenants in the form attached as Exhibit B hereto, to be recorded at or prior to Closing.

Section 6. "As Is" Condition, No Representations Not Expressly Set Out in Contract, Representations and Warranties of Purchaser

Purchaser acknowledges and represents and warrants to Seller that:

(a) Purchaser has inspected or has had an opportunity to inspect the Premises, and is fully familiar with the physical condition and state of repair thereof, and shall accept the Premises "AS IS, WHERE IS AN WITH ALL FAULTS", without any representation or warranty whatsoever, subject to use, wear, tear and deterioration between now and the Closing Date, without any reduction in the Purchase Price for any such change in condition by reason thereof. Seller shall not be liable for any latent or patent defects in the Premises.

(b) Before entering into this contract, Purchaser has made such examination of the Premises and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering into this contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this contract, whether or not any such representations, warranties or statements were made in writing or verbally. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(c) Purchaser has taken all necessary action to authorize the execution, delivery and performance of this contract and has the power and authority to execute, deliver and perform this contract and the transaction contemplated hereby. The person signing this contract on behalf of Purchaser is authorized to do so. Assuming this contract has been duly authorized, executed and delivered by each of the other party(ies) to this contract, this contract and all obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) The execution and delivery of this contract and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser is subject or any agreement or instrument to which Purchaser is a party or by which it is bound or any order or decree applicable to Purchaser, and will not result in the creation or imposition of any lien on any of Purchaser's assets or property which would materially and adversely affect the ability of Purchaser to carry out the terms of this contract.

(e) Purchaser is a municipality of New York State.

(f) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the materially interfere with the consummation of the transaction contemplated by this contract.

(g) Purchaser shall take all necessary action to assist Seller in disconnecting any existing electrical, gas, water, sewer, and any other existing utility lines (collectively, "Utilities") to the Premises. In the event that disconnection of said Utilities is not completed prior to Closing, this provision shall survive the Closing and remain valid until disconnection of the Utilities is complete.

The representations and warranties of Purchaser set forth in this Section are made as of the date of this contract and are restated as of the Closing.

Section 7. Seller's Representations

Seller shall demolish and dispose of any and all of the buildings, improvements and/or fixtures on the Premises existing as of the date hereof, and shall grade and seed the Premises. Seller may perform its obligation at any time, and, in the event that Seller has not fully performed as of the Closing Date, Seller shall indemnify and defend the Purchaser, up until the date that the Seller fully performs, against any costs, claims or expenses arising out of the Seller's failure to perform. This paragraph shall survive Closing.

Section 8. Seller's Closing Obligations

At the Closing, Seller shall deliver the following to Purchaser:

(a) A Bargain and Sale Deed to Purchaser for the Premises in proper form for recording, containing a covenant by Seller as required by subdivision 5 of Section 13 of the Lien Law.

(b) Signed, required transfer tax returns and all tax reports.

(c) Applicable documents reasonably requested by the title company to affirm that Seller is authorized to consummate this transaction.

Section 9. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

(a) Pay to Seller by certified or official bank check, or wire transfer immediately available federal funds to Seller, the portion of the Purchase Price payable at the Closing.

(b) Complete and sign all required real property transfer tax returns and all tax reports, and cause all such returns and reports to be delivered to the appropriate officers promptly after the Closing.

(c) Deliver any other documents required by this contract to be delivered by Purchaser.

(d) Deliver applicable documents reasonably requested by the title company to affirm that Purchaser is authorized to consummate this transaction.

Section 10. Insurable Title

Seller shall give and Purchaser shall accept such title as any reputable title company shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Department of Financial Services, subject only to the matters provided for in this contract.

Section 11. Deed Transfer and Recording Taxes

(a) The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) No transfer and/or recording tax is payable because Seller and Purchaser are exempt from the payment of real estate transfer taxes (see Tax Law §1405; 20 NYCRR §575.9(b)(1)).

Section 12. No apportionments

No apportionments shall be made between the parties at the Closing. Purchaser will be responsible for any and all outstanding special district assessments, ad valorem levies and real estate taxes.

Notwithstanding the foregoing, Seller shall be responsible for payment of open water charges and sewer rents, apportioned as of midnight of the day before the day of Closing.

Section 13. Objections to Title, Remedies for Default

In the event that the Seller is unable to convey title in accordance with the terms of this contract, the Seller will have no liability and upon written notice of cancellation to Purchaser, this contract shall be considered cancelled.

Section 14. Broker

Seller and Purchaser mutually represent and warrant that there are no brokers with whom they have dealt in connection with this contract. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this contract.

Section 15. Notices

All notices under this contract shall be in writing and shall be delivered via nationally recognized overnight courier for next business day delivery. Any notice under this contract may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

Section 16. Delivery of Deed

The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder.

Section 17. Lead-Based Paint (N/A vacant parcel)

Section 18. Miscellaneous Provisions

(a) Purchaser shall not assign this contract or its rights hereunder without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

(b) This contract constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(c) This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) The captions in this contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

(e) This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

(f) This contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

(g) This contract may be executed in two or more counterparts, and via e-mail in PDF form, each of which shall be deemed an original but all of which together shall be one instrument.

(h) Neither this contract nor any memorandum thereof shall be recorded by Purchaser.

(i) This contract is intended for the exclusive benefit of the parties hereto and except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by any other person or entity.

(j) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract.

Section 19. The NY Rising Buyout and Acquisition Program Declaration of Restrictive Covenants

Notwithstanding anything contained herein to the contrary, the NY Rising Buyout and Acquisition Program Declaration of Restrictive Covenants annexed hereto as Exhibit B may be amended and superseded by restrictive covenants similar in form and substance, which Seller reserves the right to record against the Premises at, prior to or post- Closing. This provision shall survive Closing.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Seller:

HOUSING TRUST FUND CORPORATION

By: _____
Daniel Greene, General Counsel GOSR

Seller's Attorney:

Cathleen D. Allen, Esq.
Jaspan Schlesinger LLP
300 Garden City Plaza
Garden City, New York 11530
(516) 393-8225
callen@jaspanllp.com

Purchaser:

VILLAGE OF WARWICK

By: _____
, Authorized Signatory

Purchaser's Attorney:

Stephen Gaba, Esq., Village Attorney
VILLAGE OF WARWICK
77 Main Street, P.O. Box 369
Warwick, New York 10990
(845) 561-0550
sgaba@drakeloeblaw.com

SCHEDULE A

GOSR ID

FW-005-BA

ADDRESS

50 Orchard Street, Warwick, New York 10990

Section: 210

Block: 11

Lot: 2

County: Orange

Exhibit B

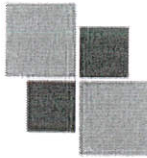
The NY Rising Buyout and Acquisition Program Declaration of Restrictive Covenant

Declaration of Restrictive Covenants

_____, 2018

Record and Return to:

Housing Trust Fund Corporation
Hampton Plaza
38-40 State Street
Albany, NY 12207



LEHMAN & GETZ
CONSULTING ENGINEERS

December 26, 2018

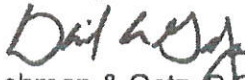
Village of Warwick Board of Trustees
77 Main Street
Warwick, NY 10990

Re: Solar PV Project for Warwick Valley BBC, LLC – Review of Special Use Permit
28 Church Street
Section 208, Block 2, Lot 3.22
L&G #1803.3

Dear Mayor Newhard and Trustees:

The invoices related to our review of the solar project at 28 Church Street have been paid.
We have no objection to the release of remaining escrow funds to the applicant.

Sincerely,


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

RECEIVED

DEC 26 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Alana R. Bartley
Aaron C. Fitch
Emily R. Worden
Judith A. Waye

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

January 2, 2019

Village Board
Village of Warwick
77 Main Street
Warwick, New York 10990

Re: 28 Church Street - Lotus Solar
Our Matter ID: 14562-68970

Dear Mayor Newhard:

As per the inquiry received from the Village Clerk, please be advised that there are no outstanding charges for legal service rendered in the above-referenced matter. If you have any questions or comments please let me know.

Very truly yours,



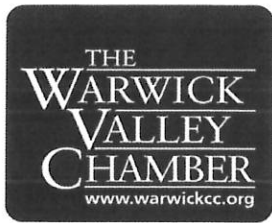
STEPHEN J. GABA

SJG/ev/713601

RECEIVED

JAN 02 2019

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**



WARWICK VALLEY CHAMBER OF COMMERCE INC.

POST OFFICE BOX 202 • WARWICK, NEW YORK 10990

PHONE: 845-986-2720 • FAX 845-986-6982

WEB ADDRESS: <http://www.warwickcc.org> • E-mail: info@warwickcc.org

December 13, 2018

The Honorable Michael Newhard
Mayor of the Village of Warwick
Village Board of Trustees
PO Box 369
Warwick, New York 10990

Dear Mayor Newhard and Board of Trustees;

The Warwick Valley Chamber of Commerce had recently requested the use of the South Street Parking Lot between the dates of May 12, 2019 and November 17, 2019 for our Farmers' Market. Our request was approved at the November 5th Village Hall Meeting. However, it was found that the Market would actually run through November 24th, one additional Sunday. We are respectfully asking for approval to run the market from May 12, 2019 to November 24, 2019.

We have attached the original request form with the new end date as well as a copy of the original approval letter. We have also requested that WRG Sanford Insurance Company send you the required Certificate of Insurance for the new dates.

We thank you in advance for all your cooperation over the years with Farmers' Market and look forward to seeing you on Opening Day.

Thank you for your attention to this matter.

Very truly yours,

Michael Johndrow, Executive Director
Warwick Valley Chamber of Commerce