

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
AUGUST 5, 2024
AGENDA**

**LOCATION:
VILLAGE HALL
77 MAIN STREET, WARWICK, NY
7:30 P.M.**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: July 15, 2024.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

3. Authorization to Pay all Approved and Audited Claims in the amount of \$_____.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. **Public Hearing on the proposed Local Law No. 6 of the Year 2024 entitled: “A local amending Village of Warwick Village Code Chapter 141 – “Water”.”**

Announcements

1. Village of Warwick ‘Let’s Get the Lead Out!’ initiative.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

The public may speak only during the meeting’s Public Comment period and at any other time a majority of the Board allows. Speakers must be recognized by the presiding officer, step to the front of the room/microphone, give their name, residency, and organization, if any. Speakers must limit their remarks to three minutes (this time limit may be changed to accommodate the

number of speakers) and may not yield any remaining time they may have to another speaker. Board members may, with the permission of the mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information. The Village Board is not required to accept or respond to questions from the public at meetings but may request that inquiries be submitted in writing to be responded to at a later date. All remarks must be addressed to the Board as a body and not to individual Board members. Interested parties or their representatives may also address the Board by written communications.

Motions

Trustee Cheney’s Motions

**1. RESOLUTION ADOPTING A LOCAL LAW
AMENDING VILLAGE CODE CHAPTER 151 - WATER**

WHEREAS, heretofore the Village Board has before it a proposed local law entitled: "A local law amending Village of Warwick Village Code Chapter 141 – 'Water'"; and

WHEREAS, the proposed local law constitutes a Type II Action under the New York State Environmental Quality Review Act; and

WHEREAS, following due notice the Village Board held a public hearing on the proposed local law;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby adopts the local law; and
2. That the local law shall be effective immediately and shall be filed in the office of

the Secretary of State in Albany as required by applicable law.

_____ presented the foregoing resolution which was
seconded by _____,

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. **MOTION** to accept the proposal for engineering services from Barton & Loguidice dated July 31, 2024, for design and permitting for the Village View Water Storage Tank Improvement Project and authorize the Mayor to sign the amendment to the Master Services Agreement with Barton & Loguidice at a lump sum cost of \$164,300. Funds are appropriated in FY2024-25 budget code F1440.4950.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

3. **MOTION** to amend the Maple Avenue Water Booster Station Relocation contract with Barton & Loguidice DPC to increase the lump sum contract amount by \$29,400 and authorize the Mayor to sign the amendment. Funds are appropriated in FY2024-25 budget code F.1440.4950.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

4. **MOTION** to accept the bid from Joseph Warren Electrical, LLC in the amount of \$99,800 for the electrical contract of the Well #3 Water Treatment Plant Project as per the recommendation of Village Engineer, Pitingaro & Doetsch Consulting Engineers, P.C. Funds are appropriated in budget code F.8330.2350 Purification - Equip/Machinery in the FY24-25 budget.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

5. **MOTION** to accept the bid from TAM Enterprises, Inc. in the amount of \$1,196,000 for the general contract of the Well #3 Water Treatment Plant Project as per the recommendation of Village Engineer, Pitingaro & Doetsch Consulting Engineers, P.C. Funds are appropriated in budget code F.8330.2350 Purification - Equip/Machinery in the FY24-25 budget.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

6. **MOTION** to grant permission to Village of Warwick Employee, Arthur Wendel, to carry over 5 vacation days.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

7. **MOTION** to hire Patricia Petreshock to the position of Part-Time Assistant Building Inspector III with a start date to be determined by Building Inspector, Boris Rudzinski. Orange County Civil Service pre-approval has been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee Foster's Motions

8. **RESOLUTION ACCEPTING
SAFE STREETS & ROADS FOR ALL GRANT
AND APPROVING THE GRANT AGREEMENT**

WHEREAS, the Village of Warwick has applied to the United States Department of Transportation ("USDOT") and the Federal Highway Administration ("FHWA") for a Safe Streets & Roads For All grant; and

WHEREAS, the Village has been awarded the said grant in the amount of \$406,167.00; and

WHEREAS, the Village has received a Grant Agreement for the said grant from the USDOT and the FHWA, a copy of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby accepts the Safe Streets & Roads For All grant and approves the said Grant Agreement; and

2. That the Mayor is authorized to execute the Grant Agreement and all documents necessary for carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

9. **MOTION** to grant permission to Christ Church to use the Veterans Memorial Park Pavilion for a family picnic on Sunday, September 8, 2024, from 8:30 a.m. to 2:00 p.m., including use of the pavilion restrooms. Completed park permit, security deposit and proof of insurance have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

10. **MOTION** to grant permission to the Warwick Merchants Guild to use Railroad Green on Thursday, August 22, 2024, from 3:00 p.m. to 8:00 p.m., including the use of electricity in the park for the Ladies Night Out event. Completed park permit, security deposit and proof of insurance have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

11. **MOTION** to grant permission to Warwick Assembly of God to use the pavilion, gazebo, and grass area in between, in Stanley-Deming Park on Saturday, August 24, 2024, from 12:00 p.m. to 4:00 p.m. for a Back to School Bash event. Permission includes the use of electricity, speakers for music, restrooms, and (1) one ice-cream truck parked in the handball court. Completed park permit, security deposit and proof of insurance from Warwick Assembly of God and the ice-cream truck vendor have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

12. **MOTION** to grant permission to Court Clerk, Sara Sullivan, to attend the New York State Association of Magistrate’s Court Clerk’s Conference at the Niagara Falls Conference Center from September 29, 2024 – October 2, 2024, at a cost of \$100 for registration and mileage reimbursement. A scholarship awarded by the NYS Association of Magistrates will pay for the cost of the hotel, meals, classes, activities and annual banquet. Funds are appropriated in the FY24-25 budget code A-1110-4750 Justice – Training.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

13. **MOTION** to grant a Village of Warwick Taxicab License to John Knowles, owner of Warwick Taxi, LLC through May 31, 2025, per Village Code Chapter 126. Proof of NYS Department of Motor Vehicles driver’s license, New York State livery registration, and Village of Warwick background check and license fees have been received. Warwick Police Department background check has been completed and approved.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

**14. A RESOLUTION REQUESTING THAT THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
MAINTAINS EXIT 127 IN ITS PLANS TO CONVERT ROUTE 17 INTO I-86**

WHEREAS, the Village Board of the Village of Warwick is aware that the Route 17 to I-86 plan is in development by the NYS Department of Transportation; and

WHEREAS, the Village Board and residents of the Village of Warwick are concerned over the possibility of Exit 127 on Route 17 being closed down; and

WHEREAS, the Village Board and residents of the Village of Warwick believe that without Exit 127, an excess amount of traffic will be forced to use Exit 126 which will delay vehicles getting into Chester, Sugar Loaf, and the greater Warwick area; and

WHEREAS, the amount of traffic onto Exit 126, caused by this change, would be devastating to our quality of life; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Warwick, requests the maintaining of Exit 127 in the plan to convert Route 17 to I-86 for the efficiency and convenience of traffic into the area.

BE IT FURTHER RESOLVED, that a copy of this resolution is sent to the Town of Chester, Village of Chester, Town of Warwick, Village of Florida, Office of Assemblyman Maher, Office of Senator Skoufis, and the New York State Department of Transportation.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

| | |
|----------------------------------|-------|
| Barry Cheney, Trustee, voting | _____ |
| Carly Foster, Trustee, voting | _____ |
| Thomas McKnight, Trustee, voting | _____ |
| Mary Collura, Trustee, voting | _____ |
| Michael Newhard, Mayor, voting | _____ |

Trustee Collura's Motions

15. RESOLUTION APPROVING A LEASE AGREEMENT WITH THE WARWICK VALLEY CHAMBER OF COMMERCE

WHEREAS, the Village of Warwick owns certain real property located at 75 Main Street, Warwick, New York, which is identified upon the tax map as Section 207, Block 5, Lot 15; and

WHEREAS, the Village proposes to lease a portion of the said property to the Warwick Valley Chamber of Commerce, Inc., for operation of a Visitor's Center and related uses under the terms and provisions set forth in the Lease Agreement annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said Lease Agreement; and
2. That the Mayor is authorized to execute the Lease Agreement and all documents necessary for carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

16. **MOTION** to approve the budget modification requests as per the Village Treasurer's memos dated July 26, 2024.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee McKnight's Motions

17. **MOTION** to accept the proposal from Ackerley & Hubbell Appraisal Corporation from Fishkill, New York, to perform an appraisal on behalf of the Village at a cost not to exceed \$2,000 and for the Mayor to enter into a contract to provide these services. Funds

are appropriated in FY24-25 budget code A-1420-4900 Attorney - Other Professional Services.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
AUGUST 5, 2024
ADDENDUM NO. 1**

18. **MOTION** to accept the proposal from ERS Consultants, Inc. dated August 2, 2024, to perform a Phase 1 Environmental Assessment at a cost not to exceed \$2,800 and for the Mayor to enter into a contract to provide these services. Funds are appropriated in FY24-25 budget code A-1420-4900 Attorney - Other Professional Services.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
AUGUST 5, 2024
ADDENDUM NO. 2**

19. **MOTION** to grant permission to the Town of Warwick Police Department to reschedule National Night Out 2024 from Tuesday, August 6, 2024, to Wednesday, August 21, 2024, due to expected inclement weather. The request includes use of the Veterans Memorial Park Pavilion, including pavilion lights, use of electricity, restrooms, sound system, and the presence of food trucks. Completed park permit has been received. Approval is pending the receipt of updated insurance with the new event date.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Raina Abramson

From: John Rader <jrader@townofwarwickpd.org>
Sent: Monday, August 5, 2024 3:53 PM
To: Raina Abramson
Subject: National Night Out- Rescheduled

Good afternoon Raina,

Due to the inclement weather predicted for tomorrow we need to reschedule National Night Out. We are looking for approval to hold it on August 21st at Veteran's Memorial Park from 5 pm to 8 pm.

We can provide an updated certificate of insurance for the event.

Please let me know if you need anything else.

Thank you

John

Chief John Rader

Town of Warwick Police Department

132 Kings Highway

Warwick, New York 10990

(845) 986-5000- office

(845) 986-5985- fax

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

LEGAL NOTICE

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold a public hearing on the 5th day of August 2024, at 7:30 o'clock p.m., at Village Hall, 77 Main Street, Warwick, New York 10990, on a proposed Local Law No. 6 of the Year 2024 entitled: "A local law amending Village of Warwick Village Code Chapter 141 – "Water"."

The purpose of this local law is to promote public health, safety, and welfare by amending Village of Warwick Code Chapter 141 – "Water".

A copy of the proposed local law is on file in the office of the Village Clerk and is available for inspection by interested persons during Village Clerk's business hours, and the proposed local law has also been posted on the Village's website www.villageofwarwick.org.

The Village Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Board must be received by the Board at or prior to the public hearing.

**BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK
RAINA ABRAMSON, VILLAGE CLERK**

Dated: July 18, 2024

VILLAGE OF WARWICK
LOCAL LAW NO. 6 OF THE YEAR 2024

A local law amending Village of Warwick Village Code Chapter 141 – "Water".

SECTION 1. PURPOSE

The purpose of this Local Law is to promote the public health, safety and welfare by amending Village of Warwick Village Code Chapter 141 – "Water".

SECTION 2. MUNICIPAL HOME RULE LAW:

This law is adopted pursuant to the provisions of the Municipal Home Rule Law § 10(1)(ii)(a)(1) which grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with State law, the Village Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule.

SECTION 3. AMENDMENT OF VILLAGE CODE:

The following amendments are hereby made to Village of Warwick Village Code Chapter 141 – "Water":

1. Throughout all sections and subsections of Chapter 141, the words "Chapter 63, Fees" shall be replaced with the words "the Village's Schedule of Fees".

2. Section 141-7 of Article II is hereby repealed and re-enacted to read as follows:

"§ 141-7 Application required for temporary use of water.

Water required for construction or other temporary purposes where no service currently exists shall only be used after written application to the Board of Trustees for permission to use the same, and the Board shall have the right and power to fix such terms as the Board may deem proper for such temporary use. The fee per application shall be as set in the Village Schedule of Fees. Each request for a temporary use shall require a separate application."

3. Subsections "A," "B," and "E" of Section 141-9 of Article III are hereby repealed and re-enacted to read as follows:

"A. Service pipe from the curb cock to the meter shall be laid at least fifty-four (54) inches below the surface of the ground at all points, shall conform to such standards and shall be of such make and type as the Board of Trustees shall direct and shall be of such size as the Village shall deem proper. The minimum size for any service hereafter installed shall,

however, be 3/4 inch. Trench bedding and backfill shall be as approved by the Village."

"B. Service pipes from the curb cock to the meter less than two (2) inches in diameter shall be of pure, seamless, soft-tempered Type K copper tubing with Mueller or equal compression water service lead-free brass fittings or as approved by the Village."

"E. One-hundred-sixty-pound test plastic pipe will be allowed from the curb stop to the house for building service. The pipe must be water service plastic pipe approved by the Public Works Supervisor."

4. Section 141-10 of Article III is hereby repealed and re-enacted to read as follows:

"§141-10 Tees and fittings between main and meter prohibited.

No tee or other fitting through which water can be taken will be permitted on the service pipe between the main and the meter unless it is metered separately and written approval is given by the Village."

5. Section 141-11 of Article III is amended to make all spelling of the word "village" within it begin with a capital "V".

6. Sections 141-16 and 141-17 of Article IV are hereby repealed and re-enacted to read as follows:

"§ 141-16 Supply and installation of meter.

(A.) The Village will supply and install one meter, together with necessary meter setter in each property, at the expense of the applicant with the charges therefor to be paid upon submittal of water service application. The installation will include a transmitting device for the collection of usage data. All such meters shall be as specified by the Village and shall not be installed without prior approval of the Supervisor of Public Works.

(B.) In order to request a non-standard meter configuration and equipment the consumer must make written request to the Village Clerk. Upon review by the Village and granting of the request the consumer shall pay a 'Meter Replacement Fee- Consumer Request' in the amount specified in the Village's Schedule of Fees. In the event that the transmitting device is removed necessitating manual meter read the consumer will be assessed the 'Special Meter Reading Fee' prescribed in the Village's Schedule of Fees for each scheduled attempt to read the meter.

§ 141-17 Pipes of consumer to be in proper condition.

In the event that the pipes of the consumer are not in proper condition for the installation of a meter, the customer shall cause said pipes, valves and fittings at the point which said meter is to be installed to be put in proper condition prior to the installation of said meter."

7. Section 141-19 of Article IV is hereby repealed and re-enacted to read as follows:

"§ 141-19 Inaccurate meters; tests; charges for tests.

Where a water meter fails to register the correct quantity of water delivered through it or where it otherwise becomes out of order or in need of repair, notice thereof shall be given the Village. Another meter will then be installed. The Village will cause the meter to be tested and, if the meter test is found to be registering over 3% more water than actually passes through it, no charge will be made for the test and the most recent water bill will be adjusted by the percentage above the allowable 3%. Where the test was requested by the owner and the meter test was within the allowable 3%, the owner will be charged the 'Meter Removal For Testing Fee' as set forth in the Village's Schedule of Fees to cover the cost of removing, testing and resetting the meter."

8. Section 141-21 of Article IV is hereby repealed and re-enacted to read as follows:

"§ 141-21 Tampering with Water Service.

No meter placed by the Water Department shall be tampered with, removed, or defaced. If evidence of tampering exists, the Water Department reserves the right to remove and test the meter for which the customer will be assessed the 'Meter Removal For Testing Fee'.

9. Section 141-23 of Article V is hereby repealed and re-enacted to read as follows:

"§ 141-23 Maintenance of pipes and fixtures.

The owners of premises into which water is introduced by a service pipe shall be required to maintain in perfect order and repair, at the owner's expense, the said service pipe and its fixtures and appurtenances from the curb box to and into the premises including two appropriate type valves located immediately before and after the meter. A pressure reducing device can be installed by the owner on the street side of the meter. The reducing device will be maintained by the owner. Notice of 48 hours is required for non-emergency shutoff or reconnect of the water supply."

10. Subsection "E," of Section 141-32 of Article VIII is hereby amended to delete therefrom the words "after public hearing".

11. Section 141-33 of Article VIII is hereby repealed and re-enacted to read as follows:

"§ 141-33 Cost of service pipes.

A. The cost of service pipes from the main to the curb cock, including the installation of the curb cock, to be paid upon application for water service, including the 'Minimum Per Quarter Service Charge', shall be as set forth in the Village's Schedule of Fees.

B. Fees for taps over one inch or through frozen ground or other unusual obstacles shall be set forth in the Village's Schedule of Fees.

C. Where a service line in excess of 12 feet is required to reach an applicant's property line, an additional minimum fee will be charged as set forth in the Village's Schedule of Fees. Any additional fees incurred, including, but not limited to, fees for drilling or any other costs incurred for additional linear feet shall be paid in advance to the Village. Payment of all fees for drilling, trenching, or tapping shall be made in advance to the Village of Warwick."

12. Sections 141-41 and 141-41.1 of Article IX are hereby repealed and re-enacted to read as follows:

"§ 141-41 Rents, charges and penalties to become lien.

Water rents and charges and penalties thereon shall be a lien upon the real property upon which the water is used and may be collected in accordance with Section 11-1118 of the Village Law.

§ 141-41.1 Responsibility of owner.

Any water billing account serving a premises must be in the name of the owner of the premises receiving service, and the owner of that premises shall be responsible for any amounts due and owing on that account. Upon written request of the owner of the premises, the billing may be directed to a tenant. When this occurs the ultimate responsibility for payment shall remain with the owner of the premises."

13. Section 141-49 of Article XI is hereby repealed and re-enacted to read as follows:

"§ 141-49 Purpose; applicability; intent; minimum standards; policy.

A. Purpose. The purpose of this policy is:

(1) To protect the public water supply system from contamination in

accordance with the following documents issued by the New York State Department of Health as they currently exist and as they may subsequently be amended or reissued: Public Water Supply Guide- Cross Connection Control (dated January 1981) and Guidelines for Designing Backflow Prevention Assembly Installations (dated January 1992).

- (2) To promote the elimination, containment, isolation, or control of existing cross-connections, actual or potential, between the public water supply system and nonpotable water systems, plumbing fixtures and industrial process systems or other systems which introduce or may introduce contaminants into the public water system or the consumer's water system.
- (3) To provide for the maintenance of a continuing program of cross-connection control to prevent the contamination of the public and consumer's potable water supply system.

B. Applicability. This article shall apply to all consumers' water systems. The Village may also require cross-connection control devices at the service connections of other permitted public water supply systems served by the Village.

C. Intent. This policy will be reasonably interpreted by the Village. It is the intent of the Village to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard. The following is a minimum:

| <u>Degree of Hazard of Facility</u> | <u>Protection Required</u> |
|-------------------------------------|---|
| Hazardous | Either an air gap or a reduced pressure zone (RPZ) device |
| Aesthetically objectionable | Double check valve assembly |
| Non-hazard | Internal plumbing control |

D. General policy.

- (1) The Village of Warwick shall be responsible for cross-connection control of the public water supply system from contamination due to backflow or back siphonage of contaminants through the customer's water service connection. If, in accordance with Part 5-1.31 of the New York State Sanitary Code, hereinafter referred to as the "code," or in the judgment of the Village or its authorized representative, an approved backflow

prevention device is necessary for the safety of the public water supply system, notice will be given to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the code and all applicable local regulations and shall have inspections and tests made of such approved device upon installation and as required by the code and this article.

- (2) No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private auxiliary or emergency water supply other than the regular public water supply of the Village or distribution system of said municipality may enter the supply or distribution system of such municipality, unless such private, auxiliary or emergency water supply and use of such supply shall have been approved by the Village. The method of connection shall conform to the rules and regulations of the code and shall be approved by the Village or authorized representatives.
- (3) It shall be the duty of the Village or authorized representatives to cause surveys and investigations to be made of industrial, commercial, and other properties served by the public water supply to determine whether or not actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of record and shall be repeated at least every two years or as often as the Village shall deem necessary. Completion of these surveys is mandatory. Failure to submit a completed survey will be considered a violation of this article and will subject the offending consumer to a discontinuation of water service. Records of such surveys shall be maintained by the Village and available for review for a period of at least five years.
- (4) If ordered by the Village, any owner of property served by a connection to the public water supply or distribution system of the Village shall procure the services of a licensed cross-connection control device inspector for the purpose of verifying the presence or absence of cross-connections, and the Department of Public Works Supervisor or authorized agent shall have the right to request entry at any reasonable time to any property served by a connection to the public water supply or distribution system of the Village for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. Upon request, the owner, lessees or occupants of any property so served shall furnish to the Village any information regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within the discretion of the Village, be deemed evidence of the presence of cross-connections, as provided in this article.

- (5) The Village is hereby authorized to direct and request the Department of Public Works to discontinue, and the Department of Public Works is authorized to discontinue, after reasonable notice to the occupant and/or owner thereof, the water service to any property wherein any connection in violation of the provisions of this article is known to exist, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this article. Immediate disconnection with verbal notice can be effected when the Village or the Department of Public Works is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Village, or the Department of Public Works or authorized agent(s), such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither the Village, Department of Public Works, nor its agents or assigns shall be liable to any customer for any injury, damages nor lost revenues which may result from termination of said customer's water supply in accordance with the terms of this article, whether or not said termination was with or without notice.
- (6) A backflow prevention device approved by the Village, authorized representative(s), and OCHD shall be installed on service connections to the Village water supply where required at a location and in a manner in accordance with the code and all applicable local regulations and shall have inspections and tests made of such approved device upon installation and as required by the code and this article.
- (7) An approved backflow prevention device shall be installed on each service line to a consumer's water system where required, including, but not limited to, situations where the following conditions exist:
- (a) Premises having auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Village.
 - (b) Upon a change of ownership of property, where required and not having an approved backflow prevention device. The new water customer at a subject premises shall install, test, and submit a copy of said test results to the Village within 60 days of the closing for the property.

- (c) Any action requiring site plan approval from the Village Planning Board. The water customer at a subject premises, where required, shall install, test, and submit a copy of said test results to the Village within 60 days of submission of the application to the Planning Board.
- (d) Any new modifications to an existing resident or commercial property requiring a building permit. The water customer of the premises shall, where required, install, test, and submit a copy of said test results to the Village within 60 days of receiving the building permit.
- (e) That all new residential and nonresidential water services requiring water from the Village's public water system shall, where required, have an appropriate backflow prevention device installed prior to water service activation.
- (f) That all existing nonresidential water services, including service for irrigation or water only, which have an approved backflow prevention assembly shall immediately begin, upon written notification from the Village, an annual testing and certification program for their approved backflow prevention assembly.
- (g) That all existing single-family residential water services connected to the Village's public water system shall, where required, retrofit the appropriate backflow prevention device as a water meter replacement occurs for each such water service.

14. Subsection "A" of Section 141-51 of Article XI is hereby amended to replace the word "conduction" with the word "conduct".

15. Subsection "C" of Section 141-52 of Article XI is hereby amended as follows:

- (1) In the first line of the section, immediately after the word "Facilities" the words "considered hazardous and" shall be added;
- (2) Subsection "3" is repealed and re-enacted to read: "Boiler systems, cooling towers or internal firefighting systems using conditioners, inhibitors, corrosion control chemical or other similar products;
- (3) Following subsection "6", there shall be added a new subsection "7" which shall read: "Commercial Greenhouses, spray irrigation using weedicides, herbicides exterminators", and all following subsections within Subsection "C" of Section 141-52 of Article XI shall renumbered in light of the addition of the new subsection "7".

- (4) Current Subsection "10" shall be amended to add the words "with the use of chemicals" at the end thereof;
- (5) Current Subsection "12" shall be amended to add the words "(Non-Residential)" at the end thereof.

16. Section 141-52 of Article XI is hereby amended to add a new Subsection "E" thereto which shall read as follows:

"E. Aesthetically Objectionable Facilities. The following types of facilities fall into one or more of the categories of premises where an approved double check valve backflow prevention device may be required by the Village or its authorized representative or the OCHD to protect the public water supply and must be installed at these facilities unless all unacceptable conditions have been eliminated or corrected by other methods to the satisfaction of the Village or its authorized representative and the OCHD:

- (1) Fire protection systems with no chemical additives;
- (2) Commercial Buildings with complex plumbing systems;
- (3) Residential Irrigation and sprinkler systems not using any addition of weedicides, herbicides, exterminators;
- (4) Use of Food Grade Dyes
- (5) High temperature potable water.

17. Section 141-55 is hereby amended to add the words "issued by the tester," to Subsection "E" thereof in the first line after the word "tag".

18. Section 141-57 of Article XI is hereby amended to repeal Subsection "A(3)" thereof and to re-enact it read as follows:

"(3) Double check valve assembly: contains two soft-seated independently acting check valves in series including suitable connections for testing the watertightness of each valve as detailed in the NYSDOH Cross Connection Guide; shut-off valves before and after device; adequate for nontoxic applications only; minor pressure loss; must be inspected and tested annually; repaired as necessary."

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This local law will take effect immediately upon filing in the Office of the Secretary of State in Albany.

Lets Get The Lead Out! A Lead-Free Village of Warwick



3 Steps

As a Village, we are taking on a project in identifying the material of each customer's water service line and we need your help. If lead is discovered in your service line, the Village will work with you to replace the line in a future project!

Step 1: Locate

- Find the water meter on your property. This can be in a basement, crawl space or other exterior wall. (Reference images below for visual assistance)
- Look for the pipe that comes through the wall of your home and connects to the meter.

Step 2: Test the Pipe

- Use a key or coin to gently scratch the pipe like you would scratch a lottery ticket.
- If the pipe is painted, use sandpaper to expose the metal first.
- Place the magnet on the pipe to see if it sticks to the pipe.

Step 3: Report

- Determine your pipe material based on the scratch test and magnet test.
- Take a picture of the service line (incoming water service).
- Complete the **SURVEY**

LEAD can cause serious health problems, especially for pregnant women, infants, and young children.

YOU can enhance community transparency and proactively mitigate lead water exposure.

Service Line Material Types:

Survey QR Code:



<https://surveyking.com/w/mb1utv6>

*Take This Quick
Survey To Help The
Village Qualify for
Future Service Lateral
Replacement
Funding!*

For any questions, or additional information, please visit the Village of Warwick's website:

<https://villageofwarwick.org/>



Copper: The pipe may appear dull brown on the outside but will be the color of a bright penny if gently scratched. A magnet won't stick.



Lead: The pipe will appear dull and soft but will turn a shiny silver color when scratched. A magnet won't stick.



Galvanized Steel: The scratched area will remain a dull gray. A magnet will stick.



Plastic: The service line is blue, white or black, does not appear to be any of the other materials listed above, and a magnet will not stick, your service line is most likely plastic.



July 31, 2024

Honorable Michael J. Newhard, Mayor
Village of Warwick
77 Main Street
Warwick, New York 10990

Re: Proposal for Engineering Services
Village View Water Storage Tank Improvements

File: 702.5094

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for design and permitting for the Village View Water Storage Tank Improvement project. It is our understanding that the Village has been given the opportunity to construct a new water storage tank adjacent to the Village View housing developing at the north end of the Village. As identified in our "Water Storage Tank Consolidation Evaluation Report", dated November 2017 and the "Capital Improvement Plan", dated June 2015, it was proposed that the Chelsea Garden and Valley View pressure systems could be combined into one (1) pressure zone if the proposed tank was at a high enough elevation. The Village View development has the needed elevation for this new water storage tank.

From the 2017 Consolidation Evaluation Report, the water demands for Chelsea Garden and Valley View pressure zones are approximately 177,000 gallons per day. This demand includes 90,000 gallons for fire flow. With additional development in the area, it is anticipated that a 220,000 gallon water storage tank will be proposed. However, prior to the final design of the water storage tank, B&L will evaluate the current water demands and future needs to ensure proper sizing of the proposed tank.

The anticipated improvements include a new 220,000 gallon storage tank, up to 2,500 linear feet of transmission main, PRV vault, isolation valves and hydrants as needed. It is anticipated that the Village will make the final decision for tank construction, either Concrete or Glass-Lined Bolted Steel. Pending final location of the water storage tank, a booster station may be required for the higher elevations in the Village View development; however, it is our understanding that this station will be the responsibility of the developer and not included in this project or our proposal.

Scope of Services

B&L proposes to provide the following scope of services:

1. *Water Storage Tank Capacity Evaluation and Hydraulic Water Model*
B&L will update the hydraulic water model to include the proposed Village View Tank and recommend transmission main sizing. B&L will verify the appropriate size, type and height of





the proposed water tank to meet the Village's current and future needs. We will meet with the Village once to review the model results and final basis of design parameters prior to final design. We will also note if the pressure booster station will be needed in the future to support the higher elevations of the Village View Development.

2. *Survey and Base Mapping Services*

Survey and base mapping services will be required for the project. It is our understanding that the Village will secure the current survey from the Village View developer for use on the project. Therefore, no topographic or boundary survey services are included in this proposal. If additional survey is required, these services would be provided under separate authorization by the Village.

3. *Subsurface Investigations*

B&L will retain the services of a qualified subsurface subcontractor to complete soil borings and geotechnical analysis at the project site. Boring logs documenting subsurface conditions will be prepared for use in design and bidding of the project. A total of three (3) soil borings to an estimated maximum depth of 25-feet each will be advanced at the tank site, or until practical refusal in which a 5-foot core sample will be taken. An additional six (6) borings at depth of eight (8) feet, or until practical refusal in which a 5-foot core sample will be taken, are anticipated along the water main transmission route. Split spoon testing will be conducted in accordance with ASTM D 1586 "Standard Methods for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils."

In order to contain costs, it is assumed that the Village or developer will be responsible for clearing the area of trees in order for the drilling subcontractor to access the site to complete the soil borings.

A geotechnical report will be prepared indicating allowable soil bearing capacity, estimated settlement, lateral earth pressures, as well as Seismic Site Classification and will be used to design the tank foundation.

4. *SEQR including Archeological Assessment and Threatened and Endangered Species Screenings*
B&L will prepare a SEQR Short-Form and assist the Village with the environmental review process. It is assumed an Environmental Impact Statement (EIS) is not required.

Threatened and endangered species (T&E species) screening letters will be forwarded to the appropriate agencies. It is assumed that a habitat assessment will be required for the T&E species and can be completed at the same time as the wetland assessment discussed later in this proposal.

Due to location of the proposed tank being with a proposed development, it is assumed that the majority of the environmental and archeological screening has been evaluated and B&L is assuming it has been completed for the project. Therefore, it is not included in this proposal other than the items noted above. If additional environmental and archeological screening are required, it would be provided under separate authorization.



5. *Wetlands Assessment*

B&L will complete a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands are present within the project limits. Wetlands delineation will be completed on site if needed and a delineation report and Nationwide ACOE wetlands permit application will be prepared and forwarded for review and approval. It is assumed that an individual ACOE wetland permit or wetland mitigation design services are not required for this project. These services would be provided under separate authorization, if needed.

6. *Design Services*

B&L will prepare design plans and technical specifications for a new 220,000 gallon ground level storage tank and water transmission main as stated earlier. The design will be in general conformance with the New York State Department of Health (NYSDOH) design standards as defined in "Recommended Standards for Water Works", except any variations approved by NYSDOH and County Health Department.

B&L will also prepare Contract and Bidding Documents for the project. The project will be publicly bid and constructed with appropriate prime contracts in accordance with New York State public bidding laws. A project manual will be prepared that will include bidding forms and requirements, general conditions, contractual requirements, and will define the duties and responsibilities of the Village, Engineer and contractor(s).

B&L will submit the plans and contract documents to the appropriate reviewing agencies for approval. B&L will address any comments for project approval.

Three (3) meetings are included during the design phase of the project, kick-off, 50% design and 95% design.

B&L will prepare a Basis of Design Report for the project along with an opinion of project cost estimate.

A Stormwater Pollution Prevention Plan (SWPPP) is not included in the proposal as it is anticipated that the improvements will be less than one (1) acre. Should the project disturbance be greater than an acre, B&L can complete the SWPPP under separate authorization by the Village. Bidding and construction phase services are not included herein and would be provided under separate authorization at a later date.

Fee for Services

The proposed fee for engineering services outlined above would be on a lump sum basis and is as follows:

| | |
|--|------------------|
| Preliminary Engineering (Items 1-5) | \$ 53,600 |
| Final Design (Item 6) | \$109,000 |
| Expenses (Mileage, Mailing, Printing) | \$ 1,700 |
| TOTAL | \$164,300 |

Honorable Michael J. Newhard, Mayor
Village of Warwick
July 31, 2024
Page 4



We would not exceed this amount unless the Village first authorized a modification of the scope and fee. Services would be invoiced to the Village monthly through the invoice date.

Thank you for the opportunity to be of continued service to the Village of Warwick. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher'.

Donald H. Fletcher
Executive Vice President

JAB2/tlh

Encl. Standard Terms and Conditions

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the terms proposed herein, and the attached terms and conditions.

Honorable Michael J. Newhard, Mayor

Authorized Signature

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



July 8, 2024

Hon. Michael J. Newhard, Mayor
Village of Warwick
77 Main Street
Warwick, New York 10990

Re: Supplement #1 for Engineering Services
Maple Avenue Pump Station Improvements

File: 1334.019.001

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is nearing completion of the final design for the proposed Maple Avenue Water Booster Station improvements and will be submitting the deliverable to the Orange County Department of Health this month. It is our understanding that the Village is still in talks with the hospital for the land agreement for the booster station.

During the design phase B&L was asked to supply additional engineering services outside of the scope of the original agreement. Further, the original agreement included allowances for survey and soil boring services and both subconsultant costs came in over the original allowances requested.

As has been discussed several times throughout the project design phase, the majority of the additional services are directly related to the requirements and requests of the hospital.

Additional Preliminary and Final Design Services

- *Survey and Base Mapping Services:*
The original proposal had an allowance of \$7,500. Actual costs came in above that number; in addition, the hospital required that B&L be onsite when the surveyor was performing their work. The actual cost for the survey and base mapping is \$12,600. B&L is respectfully asking for compensation for the addition fee of \$5,100.
- *Subsurface Investigations:*
The original proposal had an allowance of \$5,000. Actual costs came in above that fee; in addition, the hospital required that B&L be onsite when the driller was performing their services. Actual cost for soil boring and geotechnical report is \$12,500. B&L is respectfully asking for compensation for the addition fee of \$7,500.



- *Funding Assistance:*
The original proposal did not include any funding applications or administrative assistance services. However, B&L assisted the Village with the LoCap funding application and assistance. Additionally, B&L assisted the Village with the 2024 WIIA application for the reservoir tank project. B&L is respectfully requesting compensation for a fee of \$6,900.
- *Hospital Requirements and Coordination:*
During the design, the hospital had several requirements and needed additional coordination that B&L did not anticipate and was not included in the original proposal. The hospital required building renderings of the proposed booster pump station. There was also several rounds of comments and revisions with the hospital on the renderings and placement of the proposed station. In addition to the renderings, B&L assisted the Village in drafting an agreement with the hospital to allow access to the property. B&L is respectfully requesting compensation for an additional fee of \$9,900.

Fee for Services:

As shown above, B&L is respectfully requesting compensation for the following additional engineering lump sum fees:

| | |
|---|-----------------|
| Preliminary Design Services (Survey and Borings) | \$12,600 |
| Final Design Services (Funding and Hospital) | \$16,800 |

Thank you for the opportunity to be of continued service to the Village of Warwick. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

JAB2/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the original agreement terms and conditions.

Authorized Printed Name

Authorized Signature

Date



**Pitingaro & Doetsch
Consulting Engineers**

15 Industrial Drive, Suite 2 | Middletown, NY 10941
info@panddengineers.com
p. (845) 703-8140

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July 25, 2024

Michael Newhard, Mayor
and Board of Trustees
Village of Warwick
PO Box 369 77 Main Street
Warwick, NY 10990

Re: Recommendation of Award
Well 3 WTP Project – ELECTRICAL CONTRACT

Dear Mayor Newhard and Board of Trustees:

On July 18, 2024, the following bids were received for the above referenced project

| <u>CONTRACTOR</u> | <u>AMOUNT</u> |
|-------------------------------------|---------------|
| Joseph Warren Electrical, LLC | \$99,800 |
| TAM Enterprises, Inc. | \$112,000 |
| Fanshaw, Inc. dba Rockland Electric | \$134,000 |
| Power With Prestige Inc. | \$178,000 |

Since Joseph Warren Electrical, LLC is the lowest responsible bidder, we recommend that the contract be awarded to Joseph Warren Electrical, LLC for \$99,800,

If you have any questions regarding the above, please feel free to contact our office.

Very truly yours,

Darren Doetsch, PE
Vice President

DDD/lk

cc: Raina Abramson, Village Clerk

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**Pitingaro & Doetsch
Consulting Engineers**

15 Industrial Drive, Suite 2 | Middletown, NY 10941
info@panddengineers.com
p. (845) 703-8140

.....

July 25, 2024

Michael Newhard, Mayor
and Board of Trustees
Village of Warwick
PO Box 369 77 Main Street
Warwick, NY 10990

Re: Recommendation of Award
Well 3 WTP Project – GENERAL CONTRACT

Dear Mayor Newhard and Board of Trustees:

On July 18, 2024, the following bids were received for the above referenced project

| <u>CONTRACTOR</u> | <u>AMOUNT</u> |
|--------------------------|---------------|
| TAM Enterprises, Inc. | \$1,196,000 |
| Coppola Services, Inc. | \$1,364,890 |
| Gallo Construction Corp. | \$1,568,900 |

Since TAM Enterprises, Inc. is the lowest responsible bidder, we recommend that the contract be awarded to TAM Enterprises, Inc. for \$1,196,000.

If you have any questions regarding the above, please feel free to contact our office.

Very truly yours,

Darren Doetsch, PE
Vice President

DDD/lk

cc: Raina Abramson, Village Clerk

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- | | | | | | | | | | | | |
|---|--|----------------|-----------|------------------|-----------|----------------------|-----|--------------|-----|---------------|------------------|
| <p>1. Federal Award No. 693JJ32440553</p> <p>4. Award To Village of Warwick, NY 77 Main Street Warwick, NY 10990</p> <p>Unique Entity Id.: E3NPR68YHGZ5 TIN No.: 14-6002491</p> <p>6. Period of Performance Effective Date of Award – 12/30/2026</p> <p>8. Type of Agreement Grant</p> <p>10. Procurement Request No. HSA240584PR</p> <p>12. Submit Payment Requests To See Article 5.</p> <p>14. Description of the Project The award will be used by the Village of Warwick to conduct supplemental planning activities based on its existing Safety Action Plan, and to carry out demonstration activities.</p> | <p>2. Effective Date See No. 16 Below</p> <p>3. Assistance Listings No. 20.939</p> <p>5. Sponsoring Office U.S. Department of Transportation Federal Highway Administration Office of Safety 1200 New Jersey Avenue, SE HSSA-1, Mail Drop E71-117 Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$406,167</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$101,542</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$507,709</td> </tr> </table> <p>9. Authority Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117--58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated Base Phase Pre-NEPA: \$284,240.00</p> <p>13. Accounting and Appropriations Data 15X0174E50.0000.055SR30500.559200000 0.41010.61006600.0000000000.000000000 0.0000000000.0000000000</p> | Federal Share: | \$406,167 | Recipient Share: | \$101,542 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$507,709 |
| Federal Share: | \$406,167 | | | | | | | | | | |
| Recipient Share: | \$101,542 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$507,709 | | | | | | | | | | |

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Michael Newhard
Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Village of Warwick, NY (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for conducting supplemental planning to expand an existing Safety Action plan, and carrying out demonstration activities to inform the development or update of an Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Village of Warwick FY 2023 Supplemental Planning for Action Plan Expansion and Demonstration Projects

Application Date: 08/13/2023

2.2 Award Amount.

SS4A Grant Amount: \$406,167.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

| Obligation Condition Table | | |
|-----------------------------------|-------------------------------------|-----------------------------|
| Phase the Project | Allocation of the SS4A Grant | Obligation Condition |
| Base Phase: Pre-NEPA | \$284,240 | |

| Obligation Condition Table | | |
|---|-------------------------------------|--|
| Phase the Project | Allocation of the SS4A Grant | Obligation Condition |
| Phase 1: Demonstration Project Design | \$81,927 | <p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p> |

| Obligation Condition Table | | |
|--|-------------------------------------|---|
| Phase the Project | Allocation of the SS4A Grant | Obligation Condition |
| Phase 2: Demonstration Project Construction | \$40,000 | <p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p> |

2.4 Budget Period.

Budget Period: See Block 6 of Page 1.

Option Phase 1: Reserved.

Option Phase 2: Reserved.

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project’s Statement of Work.

The project will be completed in two phases.

Base Phase: Pre-NEPA: The Base Phase will involve supplemental planning to expand the Village of Warwick’s Safety Action Plan to the surrounding town. The Townwide Transportation Safety Action Plan aims to develop a comprehensive and data-driven approach to enhance transportation safety in the Town of Warwick. This project will expand on the existing Village of Warwick’s transportation safety action plan, called Way2Go Warwick, to create a cohesive plan encompassing the entire town. Through stakeholder engagement, data analysis, and solution development, the plan will address safety, equity, and accessibility concerns, with the goal of creating a safe and sustainable transportation system..

3.2 Project’s Estimated Schedule.

Demonstration Activity Schedule

| Milestone | Schedule Date |
|-------------------------------------|----------------------|
| Planned NEPA Completion Date: | September 30, 2024 |
| Planned Construction Start Date | December 30, 2024 |
| Planned Evaluation Period End Date: | January 30, 2026 |
| Planned SS4A Final Report Date: | January 30, 2026 |

Supplemental Planning Schedule

| Milestone | Schedule Date |
|-------------------------------------|----------------------|
| Planned NEPA Completion Date: | July 22, 2024 |
| Planned Draft Plan Completion Date: | March 30, 2026 |
| Planned Final Plan Completion Date: | September 30, 2026 |
| Planned Final Plan Adoption Date: | September 30, 2026 |
| Planned SS4A Final Report Date: | December 30, 2026 |

3.3 Project’s Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|-------------------------------|------------|
| SS4A Grant Amount: | \$ 406,167 |
| Other Federal Funds: | \$0 |
| State Funds: | \$0 |

| | |
|-------------------------------------|----------------------|
| Local Funds: | \$0 |
| In-Kind Match: | \$ 101,542 |
| Other Funds: | \$0 |
| Total Eligible Project Cost: | \$ 507,709.00 |

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

| Cost Classification | Total Costs | Non-SS4A Previously Incurred Costs | Eligible Costs |
|---|--------------------|---|-----------------------|
| Administrative and legal expenses | | | |
| Land, structures, rights-of-way, appraisals, etc. | | | |
| Relocation expenses and payments | | | |
| Architectural and engineering fees | \$299,390.00 | | \$299,390.00 |
| Other architectural and engineering fees | | | |
| Project inspection fees | | | |
| Site work | \$50,000 | | \$50,000 |
| Demolition and removal | | | |
| Construction | | | |
| Equipment | | | |
| Miscellaneous | \$58,318 | | \$58,318 |
| Contingency | | | |
| Project Total | 507,709.00 | | 507,709.00 |

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Michael Newhard
Mayor
Village of Warwick, NY
77 Main St. Warwick, NY 10990
845.986.2031
mayor@villageofwarwick.org

4.2 Recipient Key Personnel.

| Name | Title or Position |
|---------------|-------------------|
| Carly Foster | Trustee |
| Denise Bulnes | Deputy Treasurer |

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – New York
Agreement Officer’s Representative (AOR)
11A Clinton Ave, Ste 952
Albany, NY 12207
(518) 431-4127
NewYork.FHWA@dot.gov

and

Gautam Mani
NY Division Office Lead Point of Contact
Senior Community Planner
11A Clinton Ave, Ste 952
Albany, NY 12207
518-431-8860
gautam.mani@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any "no" responses in the Self-Certification

Eligibility Worksheet; ensure that the Action Plan's safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.

- 6.7 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.8 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.9 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Village of Warwick, NY

Baseline Measurement Date: September 30, 2024

Baseline Report Date: November 30, 2024

Table 1: Performance Measure Table

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities] | Fatalities: Total annual fatalities in the project location(s) | Annually and within 120 days after the end of the period of performance |
| Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities] | Serious Injuries: Total annual serious injuries in the project location(s) [if available] | Annually and within 120 days after the end of the period of performance |
| Safety Performance [for Implementation Grants and Planning and Demonstration Grants with demonstration activities] | Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant) | Annually and within 120 days after the end of the period of performance |
| Equity [for all Grants] | Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT | Within 120 days after the end of the period of performance |
| Costs [for all Grants] | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|--|--|---|
| <p>Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p> | <p>Within 120 days after the end of the period of performance</p> |
| <p>Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p> | <p>Within 120 days after the end of the period of performance</p> |
| <p>Outcomes and Benefits [for Implementation Grants and Planning and Demonstration Grants with demonstration activities]</p> | <p>Project Location(s): GIS/geo coordinate information identifying specific project location(s)</p> | <p>Within 120 days after the end of the period of performance</p> |
| <p>Lessons Learned and Recommendations [for all Grants]</p> | <p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.</p> | <p>Within 120 days after the end of the period of performance</p> |

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

| Fund Source | Application | | Section 3.3 | |
|---|--------------------|----------|--------------------|----------|
| | \$ | % | \$ | % |
| Previously Incurred Costs (Non-Eligible Project Costs) | | | | |
| Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Previously Incurred Costs | | | | |
| Future Eligible Project Costs | | | | |
| SS4AFunds | | | | |
| Other Federal Funds | | | | |
| Non-Federal Funds | | | | |
| Total Future Eligible Project Costs | | | | |
| Total Project Costs | | | | |

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

| | |
|---|---|
| | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i> |
| X | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
| | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i> |
| X | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i> |
| | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i> |
| | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below. |
| | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below. |
| | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |

2. Supporting Narrative.

The Village of Warwick has instituted an Inclusion Task Force in order to ensure inclusive and equitable practices in project implementation. The purpose of the project is to increase access and equitable mobility options for vulnerable populations.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

| | |
|---|---|
| X | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| X | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i> |
| X | The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i> |
| X | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i> |
| | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i> |
| | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i> |
| | The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i> |
| | The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i> |
| | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i> |
| | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i> |
| | The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i> |

| | |
|--|---|
| | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i> |
| | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below. |
| | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below. |
| | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award. |

2. Supporting Narrative.

As a bronze certified NYS Climate Smart Community, the Village of Warwick showcases an ongoing dedication to climate and sustainability goals. The project planning efforts will review opportunities to support modal shift, as well as disaster resilience, in alignment with the Village’s Climate Action Plan and Village’s Comprehensive Plan, as well as the Way2Go Warwick Transportation Safety Action Plan.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

| | |
|---|--|
| x | The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i> |
| x | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i> |
| | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i> |
| | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i> |
| | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i> |
| | The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i> |
| | The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i> |

| | |
|---|---|
| | <p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p> |
| | <p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p> |
| X | <p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p> |
| | <p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p> |

2. Supporting Narrative.

The Slow Down Warwick Campaign enhances economic competitiveness by improving safety features for all road users. This initiative raises awareness of responsible driving practices and fosters a safer environment for businesses, while improving access to critical community services, job opportunities and access basic needs.

The Town-wide Transportation Safety Action Plan aligns with workforce development goals through strong labor standards and training opportunities for skilled construction labor. By providing pathways to good-paying jobs and supporting a skilled workforce, the plan enhances economic growth and opportunity.

Furthermore, all projects prioritize inclusive economic development and entrepreneurship. Engaging Disadvantaged Business Enterprises, Minority-owned Businesses, and Women-owned businesses, the Village of Warwick promotes their participation and fosters diversity in procurement processes.

To boost local economic growth and equity, contracts with vendors will include provisions for local hiring preference. This ensures job opportunities for residents, supporting the local workforce and driving economic vitality. The projects also establish goals for the involvement of small, minority, and women-owned businesses.

In addition, cost projections consider the direct hiring of local support staff, generating job opportunities and stimulating economic activity within Warwick. These measures advance inclusive economic development and entrepreneurship, fostering equity and supporting historically underserved workers and businesses.

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

| | |
|---|--|
| X | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425). |

2. Supporting Narrative.

As part of this grant, the Village will purchase speed radar detector technology. The Village has familiarized itself with 2 CFR 200.216 and will mitigate any cyber security risk in purchasing and using the speed radar detectors in accordance with regulation.



50 South Street
Warwick NY 10990
T 845-986-3440 · F 845-986-8158
www.ChristChurch.org

Member of the Episcopal Diocese of NY

July 16, 2024

Village of Warwick
77 Main Street
P. O. Box 369
Warwick, NY 10990

Attention: Board of Trustees

I am writing to request a permit for the use of Veterans Memorial Park Pavilion on Sunday, September 8 for Christ Church's annual family picnic. We are expecting a group of 120 (adults and children). Our event will run from 8:30am to 2pm (includes setup up and cleanup).

We will not be bringing any grills.

Thank you for your consideration.

Sincerely,

Barbara Mann
Parish Administrator
845.986.3440
office@christchurch.org

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
(845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

RECEIVED
JUL 17 2024
VILLAGE OF WARWICK
CLERK'S OFFICE

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 7/17/2024

Title of Event: CHRIST Church Annual Picnic

Purpose of Event: Fellowship

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

South Street Lot 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: September 8, 2024 Rain Date Requested: _____

Arrival Time: 8:30 AM ^{Set up} Departure Time: _____

Event Start Time: 10:00 AM Event End Time: 2:00 PM

SECTION 3: APPLICANT INFORMATION

Check one: Non-Profit Organization Commercial/Business Organization Family

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Amber Caswell, Rector

**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 5 Second Street, Warwick, NY

Email Address: office@christchurch.org Cell Phone: 501-503-8982

Proof of Town of Warwick Residency of Responsible Party: Driver's License Utility Bill

Name of Organization (if Applicable): Christ Church

Name of Organization's Director(s)/Officer(s): Amber Caswell, Rector

Organization's Phone: 845-986-3440 Email Address: office@christchurch.org

Mailing Address of Organization: 50^{So} Street, Warwick, NY 10990

Physical Address of Organization: 50 South St. Warwick, NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 120

** If greater than 200 people, at any given time DO NOT complete this form. See instructions.*

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: —

Please explain the parking plan for the event: —

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time

If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE

Yes _____ No X

Music / Loudspeakers / Sound System

If yes, explain: _____

Location of Music/Loud Speakers/ Sounds System: _____

Yes _____ No X

Parade, walk, road race, etc.

Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.

Yes _____ No X

Tent(s)

Include a map detailing the placement of the tent(s).

Date & time tent will be set up: _____

Date & time tent will be removed: _____

Yes _____ No X

| | |
|---|---------------------|
| RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____ | Yes ___ No <u>X</u> |
| Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____ | Yes ___ No <u>X</u> |
| Alcohol <i>Host Liquor Liability Insurance is required.</i> | Yes ___ No <u>X</u> |
| Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> _____ _____ <i>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.</i> <i>*Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</i> | Yes ___ No <u>X</u> |
| Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i> | Yes ___ No <u>X</u> |
| Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i> | Yes ___ No <u>X</u> |
| Other <i>Please explain:</i> _____ | Yes ___ No <u>X</u> |

SPECIAL REQUESTS:
CHECK YES OR NO

| | |
|--|---------------------|
| Road Closure <i>List road(s):</i> _____ <i>Closed between the hours of</i> _____ <i>and</i> _____ <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____ | Yes ___ No <u>X</u> |
| Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____ | Yes ___ No <u>X</u> |
| Use of Electricity | Yes ___ No <u>X</u> |
| Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i> | Yes ___ No <u>X</u> |
| Use of Memorial Park Pavilion Lights | Yes ___ No <u>X</u> |

| | |
|--|---|
| Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Other Please explain: _____ | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

SECTION 5: FEES/SECURITY DEPOSIT

Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick

\$200 Security Deposit - (Must be a Separate Payment)

Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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 of Warwick for the use and care of the facilities. He/she, on behalf of CHRIST CHURCH (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick 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 CHRIST CHURCH (Name Organization).

Amber Carswell
 Printed Name of Applicant/Responsible Party

[Signature]
 Signature of Applicant/Responsible Party

7/16/2024
 Date

Clerk Use Only: Security Deposit Check # 9358 Certificate of Insurance Host Liquor Liability n/a
 Fees Received n/a Park Map(s) Police Dept. Approval (if applicable) n/a
 Facility Use Calendar Parade Calendar (if applicable) n/a

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

INDEMNITY & HOLD HARMLESS

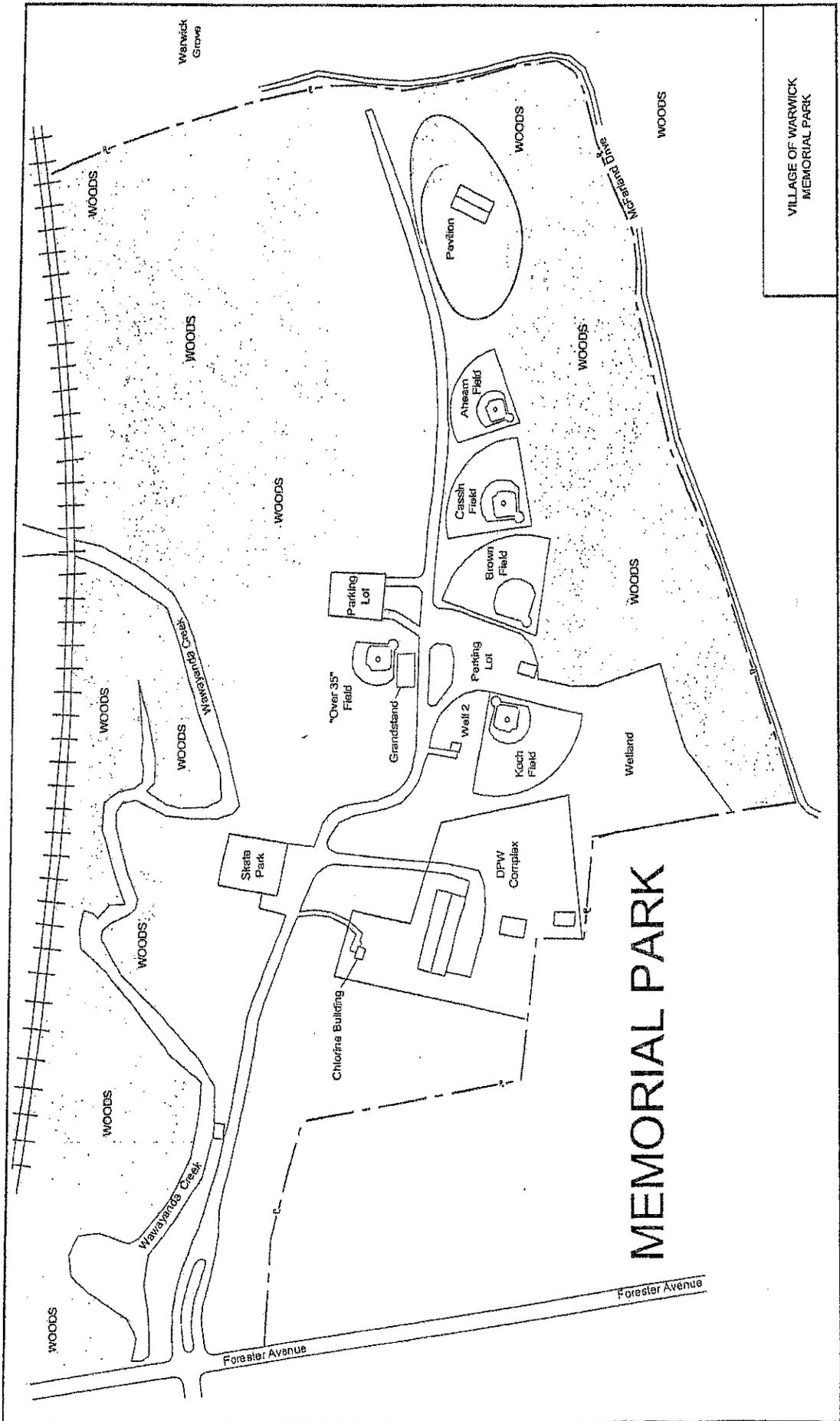
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read and understand the Facilities Use Requirements:

Amber Carswell
Printed Name of Applicant/Responsible Party

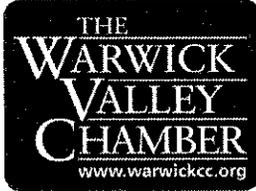

Signature of Applicant/Responsible Party

Date 7/16/2024



MEMORIAL PARK

VILLAGE OF WARWICK
MEMORIAL PARK



WARWICK VALLEY CHAMBER OF COMMERCE INC.

25 SOUTH STREET • WARWICK, NY 10990

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

WEB ADDRESS: www.warwickcc.org • E-mail: info@warwickcc.org

July 18th, 2024

Mayor Newhard
Village of Warwick Trustees
77 Main Street
Warwick, NY

Dear Mayor Newhard and Trustees:

As summer comes to a close we are excited to be able to present more events to support our local businesses and organizations.

On behalf of the Warwick Merchants Collective (a.k.a. the Warwick Merchants Guild), the Warwick Valley Chamber of Commerce would like to request the use of Railroad Green on August 22nd from 4 p.m. to 8 p.m. for our newly redesigned Ladies Night Out event.

We would like to use the green to have some tables and to of course crown our "Queen for a day"

Please do not hesitate to reach out to me with any further questions. The Warwick Merchants Collective and the chamber appreciate your unwavering support of our endeavors to support our local everything.

Best,

Stefanie Keegan Craver
Executive Director
Warwick Valley Chamber of Commerce

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form **For Gatherings of Less Than 200 People**

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: July 18th, 2024

Title of Event: Warwick Merchants Collective "Ladies Night Out"

Purpose of Event: To encourage local spending at village stores by offering raffles and discounts

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

South Street Lot 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 8/22/24 Rain Date Requested: none

Arrival Time: 3 p.m. Event End Time: 8 p.m.

SECTION 3: APPLICANT INFORMATION

Check one: Non-Profit Organization Commercial/Business Organization Family

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Stefanie Keegan Craver

**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 7 Grand Street Warwick NY 10990

Email Address: info@WarwickCC.org Cell Phone: 347 432 9017

Proof of Town of Warwick Residency of Responsible Party: Driver's License Utility Bill

Name of Organization (if Applicable): Warwick Valley Chamber of Commerce, Warwick Merchants Collective R

Name of Organization's Director(s)/Officer(s): Stefanie Keegan Craver

Organization's Phone: 845-986-2720 Email Address: info@WarwickCC.org

Mailing Address of Organization: 7 Grand Street Warwick NY 10990

Physical Address of Organization:

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 150

** If greater than 200 people, at any given time DO NOT complete this form. See instructions.*

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: Shoppers will use municipal lots and public parking

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

| | |
|--|------------------------------------|
| <p>Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i></p> | <p>Yes _____ No <u>X</u> _____</p> |
| <p>Music / Loudspeakers / Sound System <i>If yes, explain: _____ Location of Music/Loud Speakers/ Sounds System: _____</i></p> | <p>Yes _____ No <u>X</u> _____</p> |
| <p>Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i></p> | <p>Yes _____ No <u>X</u> _____</p> |
| <p>Tent(s) <i>Include a map detailing the placement of the tent(s). Date & time tent will be set up: _____ Date & time tent will be removed: _____</i></p> | <p>Yes _____ No <u>X</u> _____</p> |

| | |
|---|---------------------|
| RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____ | Yes ___ No <u>X</u> |
| Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____ | Yes ___ No <u>X</u> |
| Alcohol <i>Host Liquor Liability Insurance is required.</i> | Yes ___ No <u>X</u> |
| Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> _____ _____ <i>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</i> | Yes ___ No <u>X</u> |
| Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i> | Yes ___ No <u>X</u> |
| Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i> | Yes ___ No <u>X</u> |
| Other <i>Please explain:</i> _____ | Yes ___ No <u>X</u> |

SPECIAL REQUESTS:

CHECK YES OR NO

| | |
|--|---------------------|
| Road Closure <i>List road(s):</i> _____ <i>Closed between the hours of</i> _____ <i>and</i> _____ <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____ | Yes ___ No <u>X</u> |
| Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____ | Yes ___ No <u>X</u> |
| Use of Electricity | Yes <u>X</u> No ___ |
| Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i> | Yes ___ No <u>X</u> |
| Use of Memorial Park Pavilion Lights | Yes ___ No <u>X</u> |

| | |
|--|-----------------------------|
| Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i> | Yes _____ No <u>X</u> _____ |
| Other <i>Please explain: _____</i> | Yes _____ No <u>X</u> _____ |

SECTION 5: FEES/SECURITY DEPOSIT

Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick

\$200 Security Deposit - (*Must be a Separate Payment*)

Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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 of Warwick for the use and care of the facilities. He/she, on behalf of The Warwick Valley Chamber of Commerce, Merchants Collective does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick 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 The Warwick Valley Chamber of Commerce, Merchants Collectiv.

Stefanie Keegan Craver
Printed Name of Applicant/Responsible Party

Stefanie Keegan
Signature of Applicant/Responsible Party

7/18/24
Date

Clerk Use Only: Security Deposit Check # 1003 Certificate of Insurance Host Liquor Liability Fees Received n/a Park Map(s) _____ Police Dept. Approval (if applicable) n/a

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

INDEMNITY & HOLD HARMLESS

FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick 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 the Village of Warwick property, facilities and/or services.

I have read and understand the Facilities Use Requirements:

Stefanie Keegan Craver
Printed Name of Applicant/Responsible Party


Signature of Applicant/Responsible Party

Date 7/19/24



July 24, 2024

Village of Warwick
77 Main Street
P. O. Box 369
Warwick, NY 10990

To Whom It May Concern:

We, Warwick Assembly of God, are planning an event to bless our Warwick Valley community on Saturday, August 24th during this expensive return to school time. We will be distributing school supplies for grades Kindergarten through 8th at no cost to families. This is a way for us to give back and make sure that the kids in our area have the chance to be equipped to learn and grow starting on the first day of school.

The Back To School event (BTS) is an event that we have previously hosted at our Church facility, but we want to make it even bigger this year, which is why we are requesting the Stanley-Deming Park facilities. We are requesting use of the two pavilions and bathrooms on August 24, 2024, from 12:00PM-4:00PM. We will be using the pavilions for our sound system and crafts, while utilizing the grounds between them as the main distribution area. On top of providing school supplies, crafts, games, and music; we will also be hiring Groovy Scoops Ice Cream Truck to provide free ice cream for the first 200 people.

If you are moved by our mission, you can be part of it by donating school supplies to Warwick Assembly on Sundays-Fridays between 9AM and 12PM, or by donating to the Kingdom Builders fund by going to www.warwickassembly.org/give.

Blessings,

The Warwick Assembly Leadership Team

www.warwickassembly.org
60 South Street, Warwick, New York 10990
Mail: P.O. Box 513, Warwick, New York 10990
Ph: 845.986.2083 Email: info@warwickassembly.org

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Facility Use Request Form
For Gatherings of Less Than 200 People

RECEIVED

JUL 23 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 07/23/2024

Title of Event: BACK TO SCHOOL BASH

Purpose of Event: TO GIVE AWAY SCHOOL SUPPLIES & BE A BLESSING TO THE COMMUNITY.

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

South Street Lot 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 8/24/24 Rain Date Requested: _____

Arrival Time: 12:00 PM Departure Time: 4:00 PM

Event Start Time: 12:30 PM Event End Time: 3:30 PM

SECTION 3: APPLICANT INFORMATION

Check one: Non-Profit Organization Commercial/Business Organization Family

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: AARON JANZEN

**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 6 SECOND STREET, WARWICK, NY

Email Address: ADMIN@WARWICKASSEMBLY.ORG Cell Phone: 845.986.2083

Proof of Town of Warwick Residency of Responsible Party: Driver's License Utility Bill

Name of Organization (if Applicable): Warwick Assembly

Name of Organization's Director(s)/Officer(s): TIMOTHY JANZEN

Organization's Phone: 845 986-2083 Email Address: admin@warwickassembly.org

Mailing Address of Organization: P.O. Box 513

Physical Address of Organization: 60 South Street

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 200

* If greater than 200 people, at any given time DO NOT complete this form. See instructions.

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 3

Please explain the parking plan for the event: THE MAJORITY OF OUR VEHICLES WILL BE PARKED IN THE WARWICK ASSEMBLY LOT & HAVING OUR VOLUNTEERS WALK DOWN.

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

| | |
|---|---------------------|
| Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i> | Yes ___ No <u>X</u> |
| Music / Loudspeakers / Sound System <i>If yes, explain: <u>SPEAKERS FOR MUSIC (owned organization)</u></i> <i>Location of Music/Loud Speakers/ Sounds System: <u>PAVILIONS</u></i> | Yes <u>X</u> No ___ |
| Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i> | Yes ___ No <u>X</u> |
| Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up: _____</i> <i>Date & time tent will be removed: _____</i> | Yes ___ No <u>X</u> |

| | |
|---|-----------------------|
| RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____ | Yes _____ No <u>X</u> |
| Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____ | Yes _____ No <u>X</u> |
| Alcohol <i>Host Liquor Liability Insurance is required.</i> | Yes _____ No <u>X</u> |
| Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <u>Ice Cream Truck . DISPOSAL OF TRASH</u> <u>AT THE PARK WASTE BINS.</u> <i>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.</i> <i>*Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</i> | Yes <u>X</u> No _____ |
| Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i> | Yes _____ No <u>X</u> |
| Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i> | Yes _____ No <u>X</u> |
| Other <i>Please explain:</i> _____ | Yes _____ No <u>X</u> |

SPECIAL REQUESTS:

CHECK YES OR NO

| | |
|---|-----------------------|
| Road Closure <i>List road(s):</i> _____ <i>Closed between the hours of _____ and _____</i> <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____ | Yes _____ No <u>X</u> |
| Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____</i> | Yes _____ No <u>X</u> |
| Use of Electricity | Yes <u>X</u> No _____ |
| Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i> | Yes _____ No <u>X</u> |
| Use of Memorial Park Pavilion Lights | Yes _____ No <u>X</u> |

| | |
|--|---|
| Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Other Please explain: _____ | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

SECTION 5: FEES/SECURITY DEPOSIT

Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick

- \$200 Security Deposit - *(Must be a Separate Payment)*
- Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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 of Warwick for the use and care of the facilities. He/she, on behalf of WARWICK ASSEMBLY OF GOD (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick 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 ASSEMBLY OF GOD (Name Organization).

AARON JANZEN
 Printed Name of Applicant/Responsible Party

Aaron Janzen
 Signature of Applicant/Responsible Party

07/23/2024
 Date

Clerk Use Only: Security Deposit Check # 12101 Certificate of Insurance Host Liquor Liability n/a
 Fees Received n/a Park Map(s) Police Dept. Approval (if applicable) n/a

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

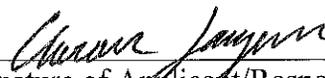
17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

INDEMNITY & HOLD HARMLESS

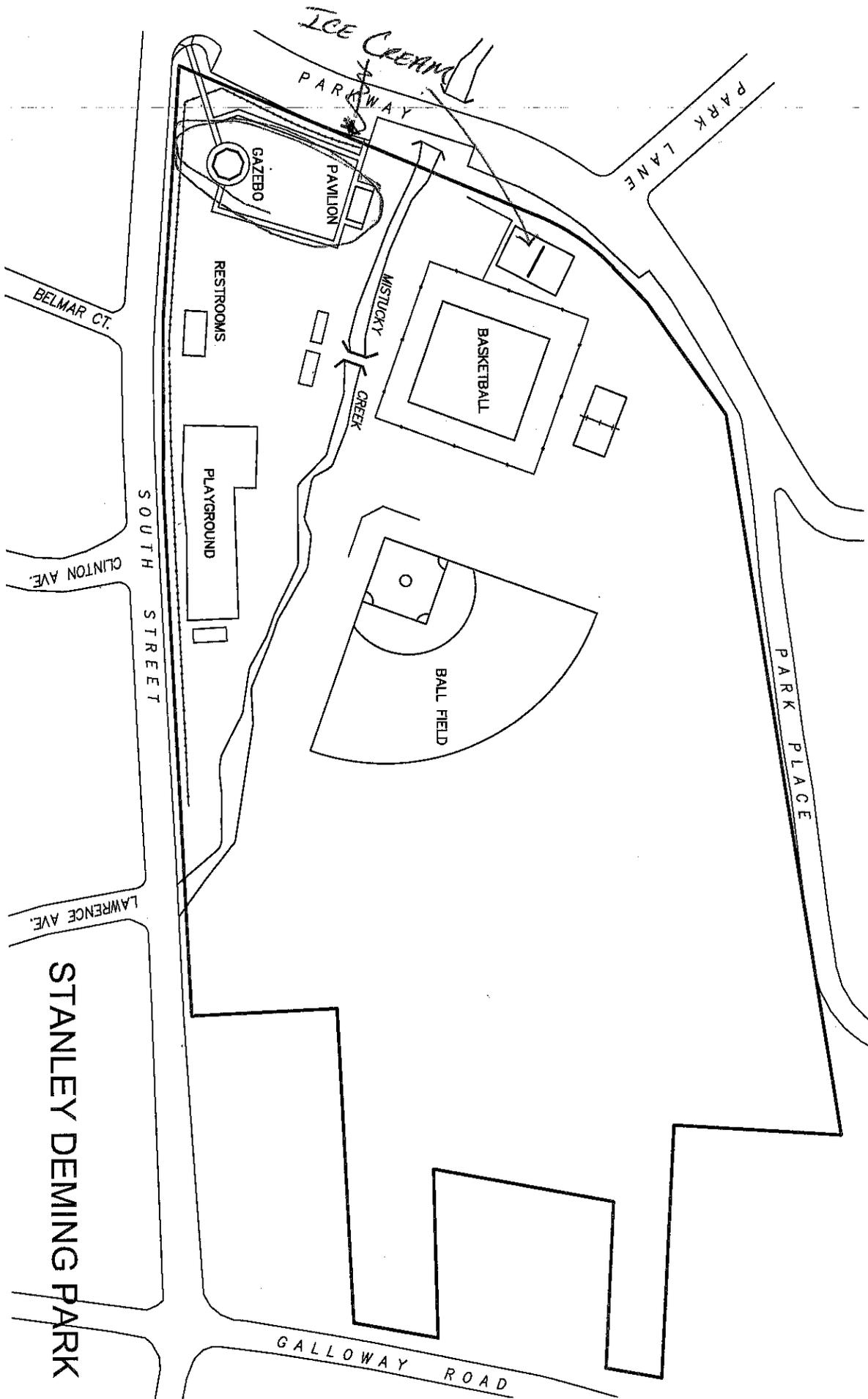
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read and understand the Facilities Use Requirements:

AARON JANZEN
Printed Name of Applicant/Responsible Party


Signature of Applicant/Responsible Party

Date 07/23/2024



STANLEY DEMING PARK



RECEIVED

JUL 17 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

**Justice Court
Village of Warwick**

77 MAIN STREET P.O. BOX 369
WARWICK, NEW YORK 10990
(845) 986-2031

Village Justice
JEANINE GARRITANO WADESON

Court Clerk
KAREN VERMILLION

July 17, 2024

Dear Mayor Newhard and the Board of Trustees,

I am pleased to inform you that I have been awarded a scholarship to attend this year's New York State Association of Magistrate's Court Clerks conference. The conference is taking place at the Niagara Falls Conference Center from September 29th to October 2nd. The scholarship, in the amount of \$907.00, will cover the cost of the hotel, meals, classes, activities and annual banquet. I respectfully request that the board approve the \$100 registration fee along with travel expenses that were not included in the scholarship.

Thank you for your consideration.

Very truly yours,

Sara Sullivan

Sara Sullivan
Court Clerk



Confirmation Number: 84195797
Date Registered: 07/17/2024

Sara Sullivan
SESullivan@nycourts.gov

Warwick, New York

Event Details

2024 NYSAMCC Annual Conference

September 29 - October 2, 2024

Registration Details: Attendee

TOTAL: \$1007.00

When paying by check make check payable to NYSAMCC Inc. and send a copy of this receipt with your payment to:

2024 NYSAMCC Annual Conference
PO Box 852
Troy, NY 12181

| Selection | Quantity | Cost |
|---|----------------|--------------------|
| Sara Sullivan: Attendee | 1 | \$ 100.00 |
| Sheraton Niagara Falls Package SINGLE Occupancy | 1 | \$ 907.00 |
| | Net | \$ 1,007.00 |
| | Paid | \$ 0.00 |
| | Balance | \$ 1,007.00 |

Attendee transactions

| Date | Transaction Type | |
|------------|--------------------|-------------|
| 07/17/2024 | Transaction Amount | \$ 1,007.00 |

When paying by check, please make sure you click the [Make Payment](#) button below to complete your registration.

Please make check payable to NYSAMCC Inc and mail to PO Box 852 Troy, NY 12181.

Amount:

\$ 1,007.00

Credit Card Payment

[Back](#)

[Make Payment](#)



Warwick Taxi LLC.
104 Galloway Road
Warwick NY 10990

July 31, 2024

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

RECEIVED
JUL 31 2024
VILLAGE OF WARWICK
CLERK'S OFFICE

Dear Trustees,

Warwick Taxi LLC is requesting a license renewal to operate a car service in the Village of Warwick as described by Warwick Code Ch.126.

In accordance with Warwick Code Ch.126, the driver (owner) is licensed by NY DMV to operate a livery/taxi vehicle with a Class E license. The vehicles are insured with the proper commercial insurance and are registered with the NY DMV with livery plates.

Sincerely,



John Knowles
Owner of Warwick Taxi LLC
845-544-8877
warwicktaxillc@gmail.com

Supervisor – Brandon D. Holdridge
Town Board -

Antonio Ardisana
Thomas Becker
Robert Courtenay
Larry Dysinger

Town Justices -

Janet M. Haislip
Sharon Worthy-Spiegl

TOWN OF CHESTER

1786 Kings Highway
Chester, NY 10918

Tel: (845) 469-7000
Fax: (845) 469-9242
www.chester-ny.gov

Town Clerk - Linda A. Zappala
Highway Superintendent - John Reilly, III
Receiver of Taxes - Vincent A. Maniscalco
Assessor - John Schuler, III
Building Inspector - John Hand, III
Comptroller - Neil J. Meyer
Police Chief - Daniel J. Doellinger

June 27, 2024

Mr. Lance MacMillan
Regional Director
NYS Department of Transportation
4 Burnett Boulevard
Poughkeepsie, NY 12603

Dear Mr. MacMillan,

Enclosed for your review and comments is a resolution adopted by the Town Board of the Town of Chester on June 26, 2024.

Kindly submit any comments to the undersigned.

Thank you for your consideration.

Very truly yours,



Linda A. Zappala, RMC
Town Clerk

Enc.

Cc: Brandon Holdridge, Supervisor
Honorable James Skoufis, NYS Senate District 42
Honorable Brian Maher, NYS Assembly District 101
Village of Chester
Town of Warwick
Village of Warwick
Village of Florida

TOWN OF CHESTER

A RESOLUTION IN SUPPORT OF MAINTAINING EXIT 127

JUNE 26, 2024

RECEIVED

JUL 1 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

TITLE: A resolution to request that the New York State Department of Transportation maintains Exit 127 in its plans to convert Route 17 into I-86.

At a meeting of the Town Board of the Town of Chester, Orange County, New York, held at the Town Hall, 1786 Kings Highway, Chester, New York, on the 26th day of June, 2024, at 7:00 P.M. prevailing time:

The meeting was called to order by Supervisor Holdridge and upon roll being called the following were:

PRESENT:

- Supervisor Holdridge**
- Council Member Ardisana**
- Council Member Becker**
- Council Member Courtenay**
- Council Member Dysinger**

The following resolution was offered by Council Member Dysinger, who moved its adoption, seconded by Council Member Courtenay, to wit:

WHEREAS, the Town Board of the Town of Chester is aware that the Route 17 to I-86 plan is in development by the NYS Department of Transportation; and

WHEREAS, the Town Board and residents of Chester are concerned over the possibility of Exit 127 on Route 17 being closed down; and

WHEREAS, the Town Board and residents of Chester believe that without Exit 127, an excess amount of traffic will be forced to use Exit 126 which will delay vehicles getting into Chester, Sugar Loaf, and the greater Warwick area; and

WHEREAS, the amount of traffic onto Exit 126, caused by this change, would be devastating to our quality of life; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Board of the Town of Chester, requests the maintaining of Exit-127 in the plan to convert Route-17 to I-86 for the efficiency and convenience of traffic into the area.

BE IT FURTHER RESOLVED, that a copy of this resolution is sent to the Village of Chester, Town of Warwick, Village of Warwick, Village of Florida, Office of Assemblyman Maher, Office of Senator Skoufis, and the New York State Department of Transportation.

The question of the adoption of the foregoing resolution was duly put to a roll call vote which resulted as follows:

Vote Rollcall:

| | | | | |
|-------------------------|-------|------|---------|--------|
| Supervisor Holdridge | Yes X | No | Abstain | Absent |
| Councilmember Ardisana | Yes X | No | Abstain | Absent |
| Councilmember Becker | Yes | No X | Abstain | Absent |
| Councilmember Courtenay | Yes X | No | Abstain | Absent |
| Councilmember Dysinger | Yes X | No | Abstain | Absent |

ADOPTED

Dated: June 26, 2024

STATE OF NEW YORK

COUNTY OF ORANGE

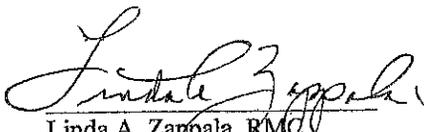
TOWN OF CHESTER

I, **Linda A. Zappala**, Town Clerk of the Town of Chester, Orange County, New York,

DO HEREBY CERTIFY, that I have compared the foregoing and is a true and correct copy of a resolution adopted at a meeting of the Town Board Meeting of the Town of Chester held on June 26, 2024.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Brandon Holdridge, Supervisor, and Antonio Ardisana, Tom Becker, Robert Courtenay and Larry Dysinger, Council Members were present at such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the seal of the Town of Chester, this 27th day of June, 2024.


Linda A. Zappala, RMC
Town Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (sometimes referred to as the “Agreement” or the “Lease”) dated as of _____, 2024, by and between **VILLAGE OF WARWICK**, a New York State Municipal Corporation (hereinafter referred to as “Landlord”), having a mailing address PO Box 369, Warwick, NY 10990 and **WARWICK VALLEY CHAMBER OF COMMERCE, INC.**, a New York not-for-profit corporation having a mailing address of 7 Grand Street, Warwick, NY 10990 (hereinafter referred to as “Tenant”). For good and valuable consideration, the parties hereby enter into this Agreement based upon the terms below.

ARTICLE 1 PREMISES & OPERATION OF VISITOR’S CENTER

1.1 Premises. For purposes of this Agreement, the term “Project” shall mean the real property, including the buildings and improvements situated thereon, located at 75 Main Street, Village and Town of Warwick, County of Orange, State of New York, known on the tax maps as Section 207, Block 5, Lot 15, more particularly described on Exhibit “A” attached hereto and made a part hereof. The Project is improved by a two-story building containing approximately +/- 2,087 square feet (the “Building”).

Landlord, for and in consideration of the payments hereinafter stipulated to be made by Tenant, and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, does by these presents demise, lease and let unto Tenant and Tenant by these presents takes and hires from Landlord, for the Term and upon the conditions hereinafter set forth, the following (collectively, the “Premises”):

A portion of the Project consisting of (a) the exclusive right to use the room/offices located on the first floor of the Building (the “First Floor”); (b) the right, in common with the Landlord and other Landlord parties, to use two smaller rooms/offices on the second floor (consisting of the offices with approximately +/- 280 sq/ft and approximately +/- 120 square feet), but specifically excluding the office containing approximately +/- 49 square feet, which is entirely reserved to the Landlord (the “Second Floor”); (c) the non-exclusive right to use three (3) parking spaces on the north side of the parking lot located at the Project; and (d) the nonexclusive right, in common with Landlord and Landlord’s guest, invitees, employees and agents, to use certain areas of the Project to be made available by Landlord to the Tenant for the general use or benefit, in common with others, of Landlord’s employees, agents, invitees and guests and Tenant’s employees, agents, invitees and guests, or the public, as such areas currently exist and as they may be changed from time-to-time, in Landlord’s sole discretion, which include two (2) restrooms and the hallways at the Project; provided, however the bathrooms shall not be open to the general public and shall be reserved solely to the Tenant and the employees of the Village of Warwick. Notwithstanding anything contained to the contrary in the Lease, the Landlord shall have the right to access the common portions of the Premises, such as the hallways and bathrooms, as may be necessary for the Landlord, its employees, agents, invitees and guest, to use and enjoy the remainder of the Project. Any occupation of the

rooms/office on the Second Floor shall be mutually coordinated between the Landlord and Tenant.

1.2 Visitor's Center. Tenant agrees, at its sole cost and expense, to operate, staff, and maintain a visitor's center on the First Floor (the "Visitor's Center"). The hours of operation of the Visitor's Center will be generally Monday through Friday 9:00a.m. to 5:00p.m. and Saturday and Sunday 10:00a.m. to 4:00p.m. The Tenant shall maintain the Visitor's Center and the facilities to present a pleasing visual setting for visitors and the community. Information for events, maps, business, and other community relevant communications will be kept current. The Visitor's Center will be open to the public. The bathrooms shall be open to the public.

ARTICLE 2 TERM

2.1 Term. Subject to the further provisions hereof, this Agreement shall remain in force and effect of a term (the "Term") of one (1) year commencing on _____, 2024 and ending at 11:59p.m. on _____, 2025.

2.2 "As Is". Tenant hereby agrees that Tenant is leasing the Premises "as is", and Tenant agrees to accept the Premises in its "as is, where is" condition as of the date of delivery from Landlord, and without any warranties or representations made by Landlord as to the condition thereof.

2.3 Holding Over. Any holding over by Tenant after the expiration or earlier termination of this Lease shall not constitute a renewal hereof or an extension for any further term and shall be treated as a month-to-month tenancy at will upon all of the terms, conditions and covenants set forth herein. Nothing contained in this Article shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease.

ARTICLE 3 FIXED RENT, ADDITIONAL RENT AND UTILITIES

3.1 Fixed Rent. Tenant agrees to pay to Landlord without prior notice or demand and without set off or deduction an annual fixed rent (the "Fixed Rent") of Nine Thousand Six Hundred and 00/100 (\$9,600.00) Dollars, which shall be payable in equal monthly installments of Eight Hundred and 00/100 (\$800.00) Dollars per month. For purposes of this Lease, the terms Fixed Rent, Additional Rent and any other sums due and owing from Tenant to Landlord pursuant to this Lease may at times be collectively referred to as the "Rent". No payment by Tenant or receipt by Landlord of a lesser amount of Rent shall be deemed to be other than a payment of the earliest due Fixed Rent or Additional Rent, nor shall any endorsement or statement on a check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Rent or Additional Rent or payment or pursue any other remedy available in this Lease, at law or in equity. Landlord shall have the right to apply any payments first to late charges and interest payable by Tenant, then to Additional Rent, then to Fixed Rent.

3.2 Payment Policies; Late Charges. Tenant acknowledges that it is Landlord's policy to require payment of all sums due hereunder by cashier's check, money order, or immediate available funds, in lawful United States currency, to Landlord at Landlord's mailing address, on or before the first (1st) day of each calendar month during the Term; provided, however, the Fixed Rent shall be prorated for any partial months during the Term. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent due hereunder will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or of a sum due from Tenant shall not be received by Landlord or Landlord's designee by the fifth (5th) day of the month after the date such installment is due, then Tenant shall pay to Landlord a late charge, of Fifty (\$50.00) Dollars per occurrence. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

3.3 Utilities. Landlord shall be responsible for and shall pay for all water and sewer charges associated with the Project and Premises and those charges shall be encompassed in the Fixed Rent. Tenant agrees to set up its own accounts and to pay directly to the appropriate utility company all charges for any utility services supplied to the Project (including, but not limited to, electric, gas, cable, internet). If Tenant requires utility service in excess of that furnished or supplied for the use of the Premises, Tenant shall first procure the written consent of Landlord before making any changes to Premises, which consent may be withheld, conditioned or delayed. If Landlord agrees to the changes, Tenant shall be responsible for any and all costs associated with increasing utility service to the Premises. In the event Tenant fails to set up direct accounts with the utility providers, Landlord may invoice the Tenant directly for any utilities billed to Landlord and the same shall be considered Additional Rent and payable on 10 days' demand by Landlord. Additionally, Landlord shall be responsible for snow removal and parking lot maintenance at the Premises.

3.4 Waiver of Liability. Landlord shall not be liable for, and Tenant shall not be entitled to, any Rent reductions due to the failure to furnish any utility services to the Premises whether such failure is caused by accident, breakage, repairs, strikes, lockouts, or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing. Without limiting the foregoing, Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, or by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of the foregoing utilities and services, (ii) failure of any such utilities or services, or (iii) the limitation, curtailment, rationing or restriction on use of water or electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises. Furthermore, Landlord and Tenant shall be entitled to (and, if Landlord so elects, Tenant shall be obligated to) cooperate in a reasonable manner with the requirements of national, state or local governmental agencies or utilities suppliers in reducing energy or other resource consumption.

3.5 Facilities Overload. Tenant may not install upon the Premises any electrical equipment which overloads the utility facilities servicing the Premises; if Tenant does so, Tenant, at its own expense, shall make whatever changes are necessary to comply with the requirements of Landlord, the insurance underwriters, and any appropriate utility or governmental authority. Tenant shall further pay for any increases in service, insurance premiums, and utility costs incurred as a result of Tenant's occupation of the Premises.

ARTICLE 4
SECURITY DEPOSIT

Landlord is not requiring a security deposit for this Lease.

ARTICLE 5
POSSESSION AND QUIET ENJOYMENT

Landlord covenants and agrees that Tenant, upon paying when due the Fixed Rent, Additional Rent and all other payments and charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises, upon the terms hereof and during the Term, without hindrance or molestation of Landlord or any person or persons claiming under Landlord.

ARTICLE 6
USE AND COMPLIANCE WITH LAW

6.1 Use. Tenant shall use the Premises for the operation of the Visitor's Center and its general office use and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project, or any of its contents, or cause cancellation of any insurance policy covering the Premises or Project or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises, including the parking and loading areas of the Project and Premises, which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises. Tenant shall not permit the Premises to be used for any activity that causes extraordinary wear and tear within the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant shall honor the terms of all recorded covenants, conditions, and restrictions relating to the property on which the Project is located.

6.2 Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and

governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use, or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

ARTICLE 7
HOLD HARMLESS AND INDEMNIFICATION

7.1 Assumption of Risk. Tenant as a material part of the consideration of this Agreement hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than Landlord's sole gross negligence or willful misconduct, and Tenant hereby waives all claims in respect thereof against Landlord.

7.2 Indemnity. Tenant shall indemnify and hold Landlord, its officers, directors, shareholders, employees, agents, successors and assigns, harmless against and from any and all liability, claims (actual or threatened), judgments, or demands arising out of or relating to Tenant's use of the Premises for the conduct of its business or from any activity, work, or other thing done, permitted, or suffered by Tenant, or any officer, agent, employee, guest, or invitee of Tenant, in, on, or about the Premises, or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any act or negligence of Tenant or any officer, agent, employee, guest, or invitee of Tenant, save and except claims or litigation arising through the sole active negligence or sole willful misconduct of Landlord, and from all and against all costs, attorneys' fees, expenses and liabilities incurred by reason of any such claim or any action or proceeding brought thereon, and in any case, action, or proceeding brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

7.3 Waiver of Liability. Landlord and its agents shall not be liable for any damage to property entrusted to employees, guests, or invitees at the Premises, nor for loss or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, or rain which may leak from any part of the Premises or from the pipes, appliances, or plumbing works therein or from the roof, street, or subsurface, or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants, or employees. Landlord or its agents shall not be liable for interference with the light or other incorporeal hereditaments, loss of business or loss or any income therefrom by Tenant, loss from damages to goods, wares, merchandise or other property of Tenant, nor shall Landlord be liable for any latent defect in the Premises or in the Project. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, or of defects therein, or in the fixtures or equipment.

ARTICLE 8
TENANT'S INSURANCE

8.1 Tenant's Insurance. Throughout the entire Term, Tenant shall, at its sole cost and expense keep in full force and effect the following types of insurance, in at least the amounts specified below subject to increase as Landlord may reasonably require from time to time, and in the form specified below.

(a) Commercial liability insurance with a combined single limit coverage limit of not less than One Million Dollars (\$1,000,000) covering bodily injury, personal injury, death and property damage liability per occurrence and in the aggregate of not less than Two Million Dollars (\$2,000,000), insuring Landlord and Tenant against any and all liability with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises, or related to the exercise of any rights of Tenant pursuant to this Lease. All such insurance shall specifically insure the performance by Tenant of the indemnification obligations of Tenant under this Lease. Further, all such insurance shall include, but not be limited to, blanket contractual, cross-liability, and severability of interest clauses, products/completed operations, broad form property damage, independent contractors. In addition, at Landlord's option, Tenant shall increase such coverage limits to comply with industry standards in effect from time to time.

(b) Workers' compensation coverage, as required by law, with respect to all Tenant's employees on the Premises and to all persons performing any repairs, replacements, alterations, additions, or other work on the Premises.

(c) Omitted.

(d) Omitted.

(e) Insurance covering Tenant's leasehold improvements, trade fixtures, merchandise and personal property ("covered items") from time to time in, on, or about the Premises, in an amount not less than full replacement value, providing protection against any peril included within the classification "fire and extended coverage," sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a standard "all risk" insurance policy. It is understood and acknowledged by Tenant that Landlord shall have no liability whatsoever for any damage or loss to any of Tenant's "covered items" as specified in this Article.

(f) To the extent not covered under a separate policy, commercial automobile liability and property insurance insuring all owned, non-owned, and hired vehicles used in the conduct of Tenant's business and operated upon or parked within the Premises with a combined single limit of not less than One Million Dollars (\$1,000,000) covering bodily injury, death, and property damage per occurrence and in the aggregate.

8.2 Form of Policy. All policies of insurance provided for herein shall comply with the following:

- (a) policies must be issued by insurance companies with general policy holder's ratings of not less than A-, and financial ratings of not less than Class VII, as rated in the most current available "Best's Key Rating Guide," and which are qualified to do business in the State of New York;
- (b) any policies issued on a "Claims Made" basis must be renewed for a 3-year period after the termination of this Lease or provide for a 3-year tail reporting period if coverage is not renewed;
- (c) all such policies shall name Landlord (and Landlord's mortgagee if applicable) as additional insureds (or, in the case of casualty policies, shall name Landlord and Landlord's mortgagee as loss payees), and all such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee; and
- (d) All public liability, property damage, and other casualty policies shall be written as primary policies and any insurance carried by Landlord shall not be contributing with such policies.

Executed copies of the policies of insurance, with certificates indicating that such insurance is currently in force, shall be delivered to Landlord prior to Tenant, its agents, or employees entering the Premises for any purpose. Thereafter, upon Landlord's request, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each policy. If Tenant delivers a certificate of insurance to Landlord pursuant to either of the foregoing two sentences, Tenant shall, upon Landlord's request, deliver to Landlord an executed copy of the underlying policy. Whether or not Landlord requires Tenant to provide a copy of the underlying policies of insurance covered under this Article, Tenant shall provide Landlord with an endorsement to each such policy, appropriately issued by Tenant's insurance company to the effect that: (a) the insurance is primary and any insurance carried by Landlord shall not be contributing with such policies, and (b) Landlord and Landlord's mortgagee (if applicable) are named as additional insureds or loss payees, as applicable, and (c) the insurer will give Landlord at least thirty (30) days' written notice in advance of any cancellation or lapse, or of the effective date of any reduction in the amounts, of insurance. Notwithstanding anything to the contrary contained in this Article, Tenant's obligations to carry insurance may be satisfied by coverage under a so-called blanket policy of insurance, provided that the requirements set forth in this Lease are otherwise satisfied and any such blanket policy contains a provision that the limit of the policy shall apply independently to the Premises and the activities conducted thereon in amounts not less than those amounts required by this Article.

8.3 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any direct or consequential loss or damage to any structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or

damage might have been occasioned by the negligence of such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage. To the extent it may be necessary, Landlord and Tenant agree to obtain from the insurer(s) issuing property policies required hereunder endorsements which shall provide that the insurer waives all right of recovery by way of subrogation against the other party. Notwithstanding the foregoing, (i) nothing contained in this Section shall absolve Tenant of its obligations of maintenance and repair, payment of insurance deductibles, or indemnification obligations contained elsewhere in this Agreement, and (ii) in the event that any loss is due to the act, omission or negligence or willful misconduct of Tenant or its agents, employees, contractors, subtenants, guests or invitees, Tenant's liability insurance shall be primary and shall cover all losses and damages prior to any other insurance.

ARTICLE 9 REPAIRS AND MAINTENANCE

9.1 Tenant's Repair and Maintenance. Tenant, at its sole cost and expense, shall be responsible for all ordinary cleaning and maintenance at the Premises. Tenant agrees at all times during the Term, to maintain in good and tenantable condition, normal wear and tear excepted, the interior Premises.

9.2 Landlord's Repair and Maintenance. With the exception of Tenant's obligations under Section 9.1 above, Landlord shall, upon reasonable written notice from Tenant, shall be responsible for the repairs and replacements relating to the Premises and the Project, provided, however, Landlord shall not be required to make any repairs or replacements caused by any wrongful act, omission, or negligence of Tenant, or their employees, agents, invitees, licensees or contractors. Landlord shall be responsible for exterior maintenance items of the Premises and the Project, including snow removal.

9.3 Surrender of the Premises. Upon any surrender of the Premises, Tenant shall redeliver the Premises to Landlord in good order, condition, and state of repair, ordinary wear and tear and insured casualty damage excepted. For purposes of this Agreement "ordinary wear and tear" shall not include any damage or deterioration that could have been prevented by good maintenance practice or by Tenant performing all of its maintenance obligations under this Agreement.

9.4 Landlord's Entry. The Tenant agrees to permit the Landlord and its authorized representatives to enter the Premises in accordance with the rights set forth in this Agreement. No exercise by the Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent. Nothing herein contained shall imply any duty on the part of the Landlord to do any such work which, under any provision of this Agreement, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same.

ARTICLE 10
IMPROVEMENTS, ALTERATIONS AND ADDITIONS

10.1 Alterations. Tenant shall not make or suffer to be made any alterations, additions, or improvements to or of the Premises or any part thereof without Landlord's prior written consent, which Landlord may withhold in its sole discretion. All alterations, additions, and improvements to the Premises, including but not limited to floor coverings, wall coverings, window coverings, paneling, and built-in cabinet work, but excluding movable furniture, trade fixtures, and other unattached personal property, shall on the expiration of the Term become a part of the Premises and belong to Landlord, and shall be surrendered with the Premises whether or not installed with Landlord's consent. Landlord's consent to any alterations, additions, or improvements, when given, shall be deemed to be conditioned upon Tenant acquiring any governmental approvals or permits which may be required, all at Tenant's sole cost and expense. All alterations, additions, and improvements shall be made by Tenant at Tenant's sole cost and expense by licensed contractors and in compliance with all laws and regulations. Each contractor must first be approved in writing by Landlord. Tenant shall cause its contractors to submit to Landlord prior to entering the Premises certificates and endorsements evidencing liability insurance meeting the requirements for Tenant's commercial general liability policy set forth in this Agreement hereof and workers compensation and employer's liability coverage as required by law. Each commercial general liability policy shall name as additional insureds Landlord and Landlord's Mortgagees (if applicable).

10.2 Signs and Other Displays. Tenant shall not, without Landlord's prior written consent, display any signs, advertising placards, names, insignia, trademarks, descriptive material, or any similar item at the Premises. Any signage agreed upon by Landlord shall be installed in compliance with all covenants and restrictions encumbering the Premises, and all conditions and requirements of all applicable governmental authorities, including any architectural review board or historical society. Prior to Landlord's approval, Tenant shall submit to Landlord all plans and specifications for the installation of any signage. Tenant shall repair any damage which alteration, renovation or removal of its signs may cause during the Term. Tenant, at its expense, shall remove its signs from the Premises at the termination or expiration of this Agreement and repair any damage to the Premises caused by such removal.

ARTICLE 11
LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. If Tenant disputes the correctness or validity of any claim of lien, Tenant shall, within ten (10) days after written request by Landlord, record a statutory lien release bond as will release said property from the lien claimed and thereafter renew such bond as required.

ARTICLE 12
CASUALTY, DAMAGE AND RECONSTRUCTION

12.1 Landlord's Right to Terminate. If the Premises are damaged by fire or other casualty, Landlord may terminate this Lease upon written notice to Tenant given within forty-five (45) days after the casualty if:

- (a) The cost of repair is not fully covered by the net proceeds of the policy for Landlord's Property Insurance (other than any deductible or self-insured retention) that are actually received by Landlord, unless within thirty (30) days after Landlord's notice of termination, Tenant pays to Landlord the full amount of the shortfall needed to complete the repair; or
- (b) The cost of repair exceeds ten percent (10%) of the full replacement cost; or
- (c) Landlord reasonably estimates that it will take longer than 180 days to complete the repairs of the Premises.

12.2 Rent Abatement. If the Premises are materially damaged by casualty (except for casualty damage caused by the negligence or intentional misconduct of Tenant or its employees, agents, or independent contractors), and as a result of the casualty all or a portion of the Premises is rendered unusable for the operation of Tenant's business, and Landlord has elected to not terminate this Agreement, Rent shall be proportionately abate, with the abatement percentage equal to the ratio which the rentable area of the Premises rendered unusable bears to the total rentable area of the Premises immediately before the casualty. The abatement shall commence as of the date of the casualty and continue until the earlier of the date on which Tenant operates its business from the damaged area or fifteen (15) days after the substantial completion of Landlord's repairs.

12.3 No Compensation. Tenant shall have no claim for, and shall not be entitled to, any compensation from Landlord for damages for the loss of the use of the whole or any part of the Premises or of Tenant's personal property, or for any inconvenience or annoyance occasioned by the damage or by any repair, reconstruction, or restoration. If this Agreement is terminated pursuant to this Article, Landlord shall, subject to the rights of any Mortgagees, be entitled to receive and retain all insurance proceeds resulting from or attributable to such damage or destruction, except for proceeds payable under policies obtained by Tenant which specifically insure Tenant's personal property and trade fixtures.

12.4 Waiver of Termination Rights. Tenant hereby waives any statutory or common-law right to terminate this Lease by reason of casualty damage to the Premises.

ARTICLE 13
CONDEMNATION AND EMINENT DOMAIN

13.1 Award is Landlord's. Landlord shall be entitled to collect and retain the entirety of any condemnation or eminent domain award or proceeds and Tenant shall execute all such instruments as may be necessary or desirable to facilitate such collection and retention by Landlord.

13.2 Complete Taking. If all or substantially all of the Property shall be taken in eminent domain or condemnation proceedings and/or if Landlord shall agree to sell or convey to the authority under threat, or in lieu, of condemnation, this Agreement shall terminate and expire on the date of such taking with respect to such property, and Rent shall be apportioned as of said date.

13.3 Partial Taking. If less than substantially all of the Premises shall be taken in eminent domain or condemnation proceedings and/or if Landlord shall agree to sell or convey to the authority under threat, or in lieu, of condemnation, this Agreement shall continue in full force and effect but the installments of Rent shall be reduced with respect to the property a portion of which is taken from the date of such partial taking, the amount of such reduction to be computed by multiplying each such installment by a fraction, the numerator of which shall be the net award received and retained by Landlord and the denominator of which shall be the total value of the Premises so taken (considered as unencumbered and at its highest and best use), as determined by Landlord's appraiser, immediately prior to the time of taking.

For purposes of this Article 13, the term "substantially all" shall mean more than twenty-five (25%) of the Premises.

ARTICLE 14 SUBORDINATION AND ESTOPPEL CERTIFICATES

14.1 Subordination. This Agreement, as the same may hereafter be modified or amended, and all of Tenant's right, title and interest in and to the Premises are hereby and shall at all times be subject and subordinate to any present or future mortgages on the Premises and all such mortgages shall be and remain a lien on the Premises prior and superior to this Agreement for all purposes. This provision shall be self-operative.

14.2 Tenant Certificates. Tenant shall from time to time within ten (10) days after Landlord's written request execute, acknowledge, and deliver an estoppel certificate certifying to Landlord and its mortgagees (if applicable), investors, and purchasers (i) that this Lease is unmodified and in full force and effect except as stated in the certificate, (ii) that a complete copy of this Lease and all amendments is attached to the certificate as an exhibit, (iii) the amount of Fixed Rent and Additional Rent then in effect or payable, (iv) the dates through which Fixed Rent and Additional Rent have been paid, (v) that no Rent has been paid in advance except as specified, (vi) that except as specified there are no uncured defaults on the part of Landlord hereunder and no events have occurred which, with the giving of notice or the passage of time or both, would constitute defaults on the part of Landlord, (vii) the dates on which Rent commenced, (viii) the first and last days of the Term, subject to any remaining extension options, and (ix) any other information reasonably requested by Landlord.

ARTICLE 15 DEFAULTS

15.1 Events of Default on Tenant's Part. Tenant shall be in default under the terms of this Agreement if:

- (a) Tenant fails to make any payment of Rent within three (3) days after written notice;
- (b) Tenant commits a breach of any of its obligations under the Agreement other than the failure to make a payment of Rent, including, but not limited to, Tenant's being in default in the prompt and full performance of any its promises, covenants, or agreements herein contained for more than a reasonable time, in no event to exceed ten (10) days, after written notice thereof from Landlord to Tenant describing the nature of the default in reasonable detail;
- (c) Tenant vacates or abandons the Premises prior to the end of the Agreement term or any extension thereof;
- (d) Tenant makes any general assignment for the benefit of creditors;
- (e) A petition has been filed against Tenant to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days];
- (f) Tenant institutes any proceedings under the Bankruptcy Code or any similar or successor statute, code, or act;
- (g) An appointed trustee or receiver takes possession of all or substantially all of Tenant's assets or of Tenant's assets at the Premises, or of Tenant's interest in this Agreement, where possession is not restored to Tenant within thirty (30) days; or should all or substantially all (more than twenty-five (25%) percent) of Tenant's assets located at the Premises or Tenant's interest in this Agreement have been attached or judicially seized, where the seizure is not discharged within thirty (30) days;
- (h) Tenant fails to pay its debts generally as such debts become due (excluding debts which are subject to bona fide dispute), or admits insolvency in writing.

15.2 Rights of Landlord upon Breach. Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Agreement, and, in addition to any and all other rights or remedies of Landlord under this Agreement, at law or in equity, Landlord shall have the option, without further notice or demand of any kind to Tenant or any other person except as then may be required by law, to:

- (a) Declare the term ended and to re-enter and take possession of the Premises, and remove all persons therefrom;
- (b) Re-enter the Premises and occupy the whole or any part for and on account of Tenant, to the extent then permitted by New York law, without declaring this

Agreement terminated, and to collect any unpaid Rental and other charges which have become due and payable, or which may thereafter become due and payable;

(c) Even though Landlord may have re-entered the Premises pursuant to this Article, to elect thereafter to terminate this Agreement and all of the rights of Tenant in or to the Premises; provided, however, that Landlord shall not be deemed to have terminated this Agreement, or the liability of Tenant to pay any Rent, by re-entering the Premises pursuant to this Section, or by any to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Agreement; or

(d) Landlord may enforce the provisions of the Agreement and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or an injunction against violating any covenant or agreement contained herein or for the obtaining or enforcement of any other appropriate legal or equitable remedy.

15.3 Termination of Agreement. Should Landlord elect to terminate this Agreement pursuant to the provisions of this Agreement, Landlord may recover from Tenant, as damages, the following:

(a) The worth at the time of award of the unpaid Rent which had been earned at the time of termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of Rent loss that Tenant proves could have been reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees and costs (including charges of in-house counsel) therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) payment of leasing commissions, and (v) payment of any other costs necessary or appropriate to relet the Premises; plus (vi) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of New York.

As used in this Article, the "worth at the time of award" shall be computed by adding interest at the maximum lawful rate under New York law.

15.4 Remedies Cumulative. Landlord's remedies under this Article are cumulative. In addition, Landlord shall have the right, but not the obligation, to perform on Tenant's behalf any action necessary to cure a default by Tenant hereunder. However, such action by Landlord shall not cure Tenant's default under this Agreement. Landlord shall charge Tenant a sum equal to the full cost of Landlord's action plus an administrative fee of five percent (5%) of such aggregate cost. Tenant's failure to pay such charge within ten (10) days after Landlord's written demand therefor shall be a separate default under this Agreement, but Tenant's payment of such charge within such five (5) day period shall cure the underlying default for which such costs were incurred by Landlord.

15.5 Default Interest. In addition to any other remedies Landlord may have under this Agreement, and without reducing or adversely affecting any of Landlord's rights and remedies under this Article, if any Rent or other amounts payable hereunder by Tenant to Landlord are not paid within ten (10) days after demand therefore, the same shall bear interest at the annual rate of fifteen percent (15%) or the maximum rate permitted by law, whichever is less (the "Default Rate"), calculated monthly from the due date thereof until paid, and the amount of such interest shall be included as Rent.

15.6 Landlord's Default. Landlord shall in no event be charged with a default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

16.1 No Assignment by Tenant. Except as otherwise provided in this Article 16, Tenant shall not transfer, assign, sublet, enter into license or concession agreements with respect to any portion of the Premises, or hypothecate this Lease or Tenant's interest in and to the Premises in whole or in part, or otherwise permit occupancy of all or any part of the Premises by anyone with, through or under it, without first procuring the written consent of Landlord, which may be withheld in Landlord's commercially reasonable discretion. Any attempt at a transfer shall be null and void and confer no rights upon a third party.

16.2 No Consent to Subsequent Assignment. A consent to one (1) assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall at the option of Landlord constitute a default under this Agreement.

16.3 Permitted Limited License for Room Rentals. Notwithstanding the prohibition of assignment and subleasing provided in Article 16 above, the Tenant may, without the consent of the Landlord, provided that Tenant remains liable under the terms and conditions of this Agreement, grant a limited nonexclusive license to third-parties to temporarily use and occupy the offices on the Second Floor. Any fees charged and collected by Tenant shall be retained by the

Tenant. Notwithstanding the foregoing, nothing contained herein shall diminish or reduce Tenant's indemnity obligations under this Lease.

16.4 No Release. Regardless of Landlord's consent, no transfer under this Article by Tenant shall release or discharge Tenant from its obligations or liability under this Agreement, except as expressly agreed to by the Landlord in writing. This Agreement shall bind any assignee, transferee or subtenant jointly with Tenant.

16.5 Landlord Assignment. Landlord shall have the right to sell, convey, transfer, mortgage, or assign, in whole or in part, for collateral purposes or otherwise, its rights and obligations under this Agreement and in all or part of the Premises, at any time without consent. In the event of any sale, conveyance, transfer or assignment made other than for collateral purposes, this Agreement shall remain in full force and effect, provided, however, that Landlord shall be released from any and all liabilities under this Agreement first arising after the date of such sale, conveyance, assignment or transfer.

ARTICLE 17 ENVIRONMENTAL CONSIDERATIONS

17.1 Hazardous Discharge or Environmental Complaints. If Tenant receives any notice of the happening of any event involving an emission, spill, release or discharge into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface water or ground water, or (iv) the sewer, septic system or waste treatment, storage or disposal systems servicing the Premises, of any toxic or hazardous substances or wastes (intended hereby and hereafter to include any and all such material listed in any federal, state or local law, code and ordinance and all rules and regulations promulgated thereunder) that are hazardous or potentially hazardous (any of which is hereafter referred to as a "Hazardous Discharge"), or any complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to (v) air emissions, (vi) spills, releases or discharges to soils or any improvement located thereon, surface water, ground water or the sewer, septic systems or waste treatment, storage or disposal systems servicing the Premises, (vii) noise emissions, (viii) solid or liquid waste disposal, (iv) the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes, or (v) other environmental, health or safety matters affecting Tenant, the Premises, any improvements located thereon, or the business therein conducted (any of which is hereafter referred to as an "Environmental Complaint"), then Tenant shall give immediate oral and written notice of same to Landlord, detailing all relevant facts and circumstances.

17.2 Environmental Reports. Tenant shall promptly provide Landlord with true, accurate and complete copies of any and all documents, including reports, submissions, notices, orders, directives, findings and correspondence made by Tenant to the appropriate state governmental entity or entities, the United States Environmental Protection Agency ("EPA"), the United States Occupational Safety and Health Administration ("OSHA"), or any other federal, state or local authority.

17.3 Tenant's Environmental Indemnification. Tenant hereby agrees to defend, indemnify and hold Landlord harmless from and against and agrees to pay any and all claims, lawsuits, liabilities, losses, damages and expenses (including without limitation, investigation costs, clean up or remediation costs and reasonable attorneys' fees arising by reason of any of the aforesaid, or an action against Landlord under this indemnity) arising directly or indirectly from, out of, or by reason of Tenant's use or occupancy of the Premises. Tenant agrees as soon as possible after the occurrence of a new Hazardous Discharge to take corrective action to clean up said Hazardous Discharge and any necessary removal of surface dirt, and any consequences thereof.

17.4 Use Prohibition From Violation. If Tenant is prohibited from conducting its business on the Premises due to Tenant's violation of an applicable environmental law, Tenant shall not be relieved of its obligations under the terms of this Lease.

17.5 Survival. Tenant's obligations and liabilities, including, without limitation, indemnities under this Article and Article 7 shall survive the expiration or early termination of this Agreement. Nothing in this Article (including, without limitation, those provisions enumerating the rights of Landlord and any action, or failure to act, thereunder) shall be deemed to be an approval or acquiescence by Landlord of any action or failure to act by Tenant in violation of any law.

ARTICLE 18 ENTRY BY LANDLORD

Landlord may, but shall not be obligated to, enter the Premises upon reasonable notice (except in emergency, in which case no notice shall be required) and without any abatement of Rent: (a) to examine the Premises; (b) to perform any obligation or exercise any right or remedy of Landlord under this Lease; (c) to make repairs, alterations, improvements, and additions to the Premises as Landlord deems necessary or desirable; (d) to perform work necessary to comply with laws, ordinances, rules, or the regulations of any governmental authority or of any insurance underwriter; (e) to perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises; (f) to show the Premises to prospective or actual purchasers, tenants, Mortgagees, investors, and insurers; (g) to post notices of non-responsibility; and (h) for any other purpose permitted by law. In entering the Premises pursuant to this Article, Landlord may take thereon any reasonably required materials. Landlord may erect scaffolding and other necessary structures around and within the Premises where reasonably required by the character of any work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that Landlord shall use reasonable efforts, in light of expense and practicality, to minimize any interference with Tenant's business. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, the Premises or an eviction of Tenant from the Premises or any portion thereof. Landlord may place upon the Premises "for sale" notices, which Tenant shall permit to remain without molestation. Notwithstanding the foregoing, Tenant acknowledges that in order to access different portions of the Project, it may be necessary for Landlord (its employees, agents, guests and invitees) to use the common hallways at the Premises and Landlord shall have no liability for this entry.

ARTICLE 19
GENERAL LEASE PROVISIONS

19.1 Exhibits. All exhibits and schedules attached hereto, if any, are made a part of this Agreement.

19.2 Waiver. The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Agreement other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

19.3 Notices. Except as otherwise required by law, any notice, information, demand, request, reply, or other communication required or permitted to be given under the provisions of this Agreement shall be given or served as set out herein. Such Notice shall be deemed sufficiently given if it is in writing and if it is (a) deposited in the United States mail, certified, return receipt requested, postage prepaid or (b) sent by Express Mail, or other similar overnight service, provided proof of service is available as an ordinary business record of such overnight service. All notices shall be addressed to the parties at the addresses first set forth above. Any notice personally served shall be effective as of the date of service. Any notice sent by mail shall be deemed given as of the earlier of (i) actual receipt or (ii) two (2) business days following the date of deposit in the mail. Any notice sent by Express Mail, or as otherwise provided in clause (b), shall be deemed given upon the date set forth on the proof of delivery. Either party may, by written notice to the other in the manner specified herein, specify an address within the State of New York for notices.

19.4 Entire Agreement; Choice of Law. This Agreement (i) contains the entire agreement of the parties, (ii) supersedes all prior negotiations and understandings, which are fully merged herein, (iii) shall be construed and governed by the law of the State of New York, and (iv) may not be changed or modified except by a written instrument signed by the party sought to be bound.

19.5 Headings for Convenience. The headings of the various Articles and Sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such Articles or Sections.

19.6 Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law. The provisions of this Agreement referring to the charging of interest shall be enforceable only to the maximum extent permitted from time to time, it being the intention of the Landlord to at no time bill or collect an unlawful rate of interest.

19.7 Cumulative Remedies. No right or remedy conferred upon or reserved by Landlord under this Agreement shall be exclusive of any other right or remedy herein or available at law or in equity (including, without limitation, an action for specific performance); all rights and remedies of Landlord shall be cumulative. The exercise of, or resort to, any right or remedy of Landlord shall not exhaust or waive any of the other rights or remedies of Landlord and shall not prevent the concurrent or subsequent employment of any other right or remedy by Landlord. The failure of Landlord to exercise any right or remedy upon a particular breach, violation or default shall not be construed as a waiver of the exercise of such right or remedy at any later date with respect to the same or any other breach, violation or default. The receipt, retention and depositing by Landlord of any Fixed Rent, Additional Rent or other sum, with knowledge of the breach, violation or default by Tenant of any provision of this Agreement, shall not be deemed a waiver of any kind by Landlord. No waiver by Landlord of any provision of this Agreement shall be deemed to have been made unless expressed in writing and duly executed by Landlord. No surrender of the Premises or of any remainder or segment of the Term shall be valid unless expressly accepted by the duly executed writing of Landlord. Any failure by Landlord to insist in one or more instances upon the strict performance of any provision of this Agreement shall not be construed as a waiver thereof and such provision shall continue and remain in full force and effect.

19.8 Easements. Landlord reserves the right to grant such easements, rights, or dedications as may be necessary or convenient, and Tenant agrees that its leasehold interest shall be subordinate to any such interests granted. Tenant shall execute any documents as may be required to effectuate the purposes of this Section.

19.9 No Broker. Landlord and Tenant each represent to the other that they have dealt with no broker in connection with this Lease and each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for any compensation or commission claimed by any broker on behalf of the other party arising from this Lease.

19.10 Inability to Perform. This Agreement and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, inclement weather, acts of God, or any other cause beyond the reasonable control of Landlord.

19.11 Attorneys' Fees. In the event that at any time after the date of execution of this Agreement, either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Agreement, or to any default hereunder, the party not prevailing in the action or proceeding shall reimburse the prevailing party for the reasonable expenses of its attorneys' fees (including charges of in-house counsel) and all costs or disbursements incurred therein by the prevailing party including, without limitation, any fees, costs, or disbursements incurred on any appeal from the action or proceeding.

19.12 Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

19.13 Recordation. Neither Landlord nor Tenant shall record this Agreement or a short form memorandum hereof without the prior written consent of the Landlord.

19.14 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF CLAIMS ARISING ONLY OUT OF THE NON-PAYMENT OF RENT AND ADDITIONAL CHARGES DUE PURSUANT TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

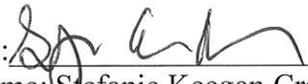
[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

Landlord:
VILLAGE OF WARWICK

Tenant:
WARWICK VALLEY CHAMBER OF
COMMERCE, INC.

By: _____
Name:
Title:

By: 
Name: Stefanie Keegan Craver
Title: Executive Director

Acknowledgment of Landlord:

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

On the ____ day of _____ 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

Acknowledgment of Tenant:

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

On the 18th day of July 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Stefanie Keegan Craver personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



Notary Public

JENNIFER LEIGH MANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6429047
Qualified in Orange County
My Commission Expires Feb. 07, 2026

Exhibit A
Legal Description of the Project

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at a Mag Nail found at the point on the northerly line of N.Y.S. Routes 17A & 94 (A.K.A. Main Street) where the same is intersected with the southeasterly corner of lands now or formerly C Z K, LTD. (Liber 5775 Page 1) and runs along the easterly line of the lands of C Z K, LTD., North 40 degrees 02' 56" West a distance of 96.37 feet to a point;

RUNNING THENCE along the same, North 52 degrees 45' 14" East a distance of 60.98 feet to a point;

THENCE along the westerly line of lands now or formerly of The Village of Warwick (Liber 491 Page 210), South 42 degrees 37' 19" East a distance of 93.48 feet to point;

THENCE along the northerly line of Main Street, South 49 degrees 57' 02" West a distance of 65.10 feet to the point or place of BEGINNING.

For Information Only:

Said premise(s) being known as:

75 Main Street, Warwick, NY 10990 (Section: 207 Block: 5 Lot: 15)

77 Main Street
 Post Office Box 369
 Warwick, NY 10990
 www.villageofwarwick.org



(845) 986-2031
 FAX (845) 986-8884
 mayor@villageofwarwick.org
 clerk@villageofwarwick.org

VILLAGE OF WARWICK
 INCORPORATED 1887

Budget Modification Request

For Board of Trustees Approval - Meeting on 8/5/24

For approval to transfer available appropriations for the following Fiscal Year 2024-2025 budget account lines:

GENERAL FUND

| FROM Account Code | Account Description | Budget Approp. Balance | Transfer Request | Reason | TO Account Code | Account Description | Budget Approp. Balance | Transfer Amount |
|-------------------|----------------------------|------------------------|------------------|--|-----------------|---------------------------------|------------------------|-----------------|
| A5110.1000 | Streets - Personal Service | 504,939.39 | 3,013.91 | Actual vs. Budget payroll | A1620.1000 | Village Hall - Personal Service | (824.00) | 824.00 |
| | | | | Actual vs. Budget payroll | A5010.1200 | DPW - WORKERS COMP SALARY | (2,189.91) | 2,189.91 |
| A1990.4950 | Contingent | 50,000.00 | 4,816.56 | Actual vs Budget-Liability Insurance | A1910.4980 | Village Liability Insurance | (1,726.56) | 1,726.56 |
| | | | | To cover the cost of CDL license for M. Hann | A5110.4750 | Streets - Training/Safety | (3,090.00) | 3,090.00 |
| TOTAL | | | 7,830.47 | | TOTAL | | | 7,830.47 |

WATER FUND

| FROM Account Code | Account Description | Budget Approp. Balance | Transfer Request | Reason | TO Account Code | Account Description | Budget Approp. Balance | Transfer Amount |
|-------------------|------------------------------------|------------------------|------------------|--------------------------------------|-----------------|-------------------------------------|------------------------|-----------------|
| F9060.8000 | Water Hospital & Medical Insurance | 5,550.00 | 640.30 | Actual vs Budget-Liability Insurance | F1910.4980 | Water - Village Liability Insurance | (640.30) | 640.30 |
| TOTAL | | | 640.30 | | TOTAL | | | 640.30 |

SEWER FUND

| FROM Account Code | Account Description | Budget Approp. Balance | Transfer Request | Reason | TO Account Code | Account Description | Budget Approp. Balance | Transfer Amount |
|-------------------|------------------------------------|------------------------|------------------|--------------------------------------|-----------------|-----------------------------|------------------------|-----------------|
| G9060.8000 | Sewer Hospital & Medical Insurance | 312.14 | 312.14 | Actual vs Budget-Liability Insurance | G1910.4980 | Sewer - Liability Insurance | (312.14) | 312.14 |
| TOTAL | | | 312.14 | | TOTAL | | | 312.14 |

Respectfully submitted,


 Sadie Andryshak
 Village Treasurer

Backup Documentation: Negative Balance Listing report

Report Date: 7/26/24

Range of Accounts: First to Z-ZZZZ-ZZZZ
Report Type: Sub Account Include Non-Budget Accounts: N

| Account No | Description | | Expended | Transfers | Reimbursed | Canceled | Balance | %Used |
|-------------------|-------------------------------------|------------|------------|-----------|------------|----------|-----------|--------|
| | Budgeted | Encumbered | | | | | | |
| A-1620-1000 | Village Hall - Personal Service | | 2,829.26 | 266.26 | 0.00 | 0.00 | 824.00- | 141.09 |
| | 1,739.00 | 0.00 | | | | | | |
| A-1910-4980 | Village Liability Insurance | | 100,018.56 | 0.00 | 0.00 | 0.00 | 1,726.56- | 101.76 |
| | 98,292.00 | 0.00 | | | | | | |
| A-5010-1200 | DPW - WORKERS COMP SALARY | | 8,905.64 | 6,715.73 | 0.00 | 0.00 | 2,189.91- | 132.61 |
| | 0.00 | 0.00 | | | | | | |
| A-5110-4750 | Streets - Training/Safety | | 4,371.68 | 281.68 | 0.00 | 0.00 | 3,090.00- | 341.09 |
| | 1,000.00 | 0.00 | | | | | | |
| Fund Total | | | | | | | | |
| | 101,031.00 | 0.00 | 116,125.14 | 7,263.67 | 0.00 | 0.00 | 7,830.47- | 107.23 |
| F-1910-4980 | Water - Village Liability Insurance | | 52,740.30 | 0.00 | 0.00 | 0.00 | 640.30- | 101.23 |
| | 52,100.00 | 0.00 | | | | | | |
| Fund Total | | | | | | | | |
| | 52,100.00 | 0.00 | 52,740.30 | 0.00 | 0.00 | 0.00 | 640.30- | 101.23 |
| G-1910-4980 | Sewer - Liability Insurance | | 24,612.14 | 0.00 | 0.00 | 0.00 | 312.14- | 101.28 |
| | 24,300.00 | 0.00 | | | | | | |
| Fund Total | | | | | | | | |
| | 24,300.00 | 0.00 | 24,612.14 | 0.00 | 0.00 | 0.00 | 312.14- | 101.28 |
| Year Total | | | | | | | | |
| | 177,431.00 | 0.00 | 193,477.58 | 7,263.67 | 0.00 | 0.00 | 8,782.91- | 104.76 |

77 Main Street
 Post Office Box 369
 Warwick, NY 10980
 www.villageofwarwick.org



(845) 986-2031
 FAX (845) 986-8884
 mayor@villageofwarwick.org
 clerk@villageofwarwick.org

VILLAGE OF WARWICK
 INCORPORATED 1887

Budget Modification Request

For Board of Trustees Approval - Meeting on 8/5/2024

For approval to modify the budget appropriations and revenue for 2024 Municipal Tourism Grant

GENERAL FUND

| Expenditure Code | Account Description | Reason | Adopted Budget | Modified Appropriation |
|------------------|-----------------------------|------------------------------|----------------|------------------------|
| A7550.4950 | CULTURE/CELEBRATIONS/EVENTS | 2024 Municipal Tourism Grant | 38,800.00 | 43,488.00 |
| TOTAL | | | | 43,488.00 |

| Revenue Code | Account Description | Reason | Adopted Budget | Modified Revenue |
|--------------|--|------------------------------|----------------|-------------------|
| A1289 | Other General Government Income/Grants | 2024 Municipal Tourism Grant | 407,942.00 | 412,630.00 |
| TOTAL | | | | 412,630.00 |

Respectfully submitted,

Sadie Andryshak
 Sadie Andryshak
 Village Treasurer

Report Date: 7/26/24

**COUNTY OF ORANGE
MUNICIPAL TOURISM GRANT AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this 16th day of May 2024, by and between the County of Orange, a municipal corporation and a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York 10924 ("County"), by and through its Tourism Office, with an office located at 99 Main Street, Goshen, New York 10924 ("OCT") and (Village of Warwick), with its principal place of business located at 77 Main St., Warwick, NY 10990("Grantee").

WHEREAS, OCT, on behalf of the County Executive, administers a county-funded municipal tourism grant program which supports tourism-related events, marketing initiatives and activities by local governments in Orange County that promote tourism, increase awareness and lead to the attraction of visitors to Orange County; and

WHEREAS, the Grantee submitted to OCT an application containing a proposal to provide such tourism-related events and/or activities ("Application" and "Activities"); and

WHEREAS, OCT, on behalf of the County Executive, has reviewed the Grantee's proposal and is willing to provide funding therefore, and the Grantee is willing to perform the activities detailed in the Application on the terms and conditions specified herein.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Acceptance of Proposal. OCT, on behalf of the County Executive, hereby accepts the Grantee's Application together with all attachments, additions and supporting or supplemental materials, a copy of which is attached hereto and incorporated herein as **Schedule A**.
2. Grantee Performance of Project Services. The Grantee hereby agrees to perform, or cause to be performed, the activities described in the Application ("Project"). The Project shall commence on or after May 16, 2024, and be completed no later than July 30, 2024 ("Term"). The term may be modified and/or extended by written consent of both parties.
3. County Funding; Limitations. The County hereby agrees to fund the Project in an amount not to exceed Four Thousand six hundred eighty-eight dollars and zero cents. (\$4,688.00) payable within ninety (90) to one-hundred and twenty (120) days of full execution of this Agreement. The Grantee acknowledges that the County is providing funding for the Project in reliance on the Application submitted by Grantee, including, but not limited to, the technical and financial information and budgets submitted, as applicable, and based upon such items OCT has determined that the Grantee will be able to satisfactorily perform. If there is a material change in the facts, estimates or projections contained in the Application including, but not limited to, a change in any item of receipts or expenditures, a change in or discontinuance of any operation or program conducted or projected to be conducted by the Grantee, the Grantee shall immediately request approval from OCT of such change. Such request for approval shall be submitted by the Grantee on a Grant Change Form in the form attached and marked as **Schedule B**. If OCT, in its sole and absolute discretion, determines that such change will

impede or impair the Grantee's ability to carry out the approved activities, or such activities can no longer meet the goal or purpose of this grant, then OCT shall have the right either to terminate this Agreement without further liability, or to limit the scope of the Project and reduce the funding payment to the Grantee in such amount as determined by OCT in its sole discretion. Notwithstanding the dates within which the Project may be completed pursuant to Section 2 above, the grant funding shall be expended on or before July 30, 2024.

4. Representations. Grantee represents that:
 - a. The Grantee has met all the necessary procedural and substantive requirements and is qualified to receive the grant funds for the purposes set forth in the Application.
 - b. The Project will be performed or executed in Orange County, New York.
 - c. The Grantee made **only one (1)** request for municipal tourism grant funding in this calendar year a copy of which of which is attached hereto as **Schedule A**.
 - d. The Grantee will use the verbiage "*This project is made possible, in part, with funds from the County of Orange and Orange County Tourism,*" in all promotion and advertising for the Project.
 - e. The Grantee, at its sole expense, has obtained or will obtain any and all easements, required authorizations and permits to carry out the Project before disbursement of grant funds by the County.
 - f. None of the grant funding shall be expended on costs inconsistent with the Grantee's Application.
 - g. The Grantee will hold the grant funds provided by the County under this Agreement in an appropriate municipal account such as, for example, a publicity fund account, as may be applicable.
5. Independent Contractor. The Grantee acknowledges that it is an independent contractor and not an employee or agent of either OCT or the County of Orange. In accordance with such status as an independent contractor, the Grantee covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of either OCT or the County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of OCT or the County, including, but not limited to, worker's compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.
6. Reports; Deliverables. The Grantee shall submit such reports and other items as may reasonably be requested by OCT relating to the Project and the performance thereof and the Grantee's ability to fulfill its obligations under this Agreement. A final report shall be submitted to OCT, in the form prescribed in the attached **Schedule C**, no later than thirty (30) days after the date of completion of the Project, together with copies of all marketing materials. Failure to submit this report will render you ineligible to apply for the grant the following year. (2025)
7. Retention of Records. Grantee shall maintain complete, accurate and current records of all income and expenses relating to its operations and the activities performed pursuant to this Agreement. During the Term, and at any time within six (6) years thereafter, the Grantee shall make such records available upon request to OCT. OCT shall have the right, upon reasonable

notice and at reasonable times, to inspect the Grantee's books and records, its offices and facilities, for the purpose of verifying information supplied to OCT or any other purpose reasonably related to monitoring the Project.

8. Termination; Default. Without limiting any other rights under this Agreement, the County shall have the right to terminate this Agreement if it determines that the Grantee has misrepresented any fact or supplied any false or misleading information to OCT in its Application or other material or reports, or has diverted any payments made under this Agreement to a purpose other than the performance of the Project, has failed to maintain or provide any records or reports required to be maintained, has failed to abide by any other term, provision or condition of this Agreement, or is unable to satisfactorily perform all or any part of the Project, or any of the Grantee's other obligations hereunder. In the event of termination, OCT may require the Grantee to refund any or all of the grant funding made under this Agreement. In the event of termination pursuant to this Section, the County will have no further liability under this Agreement.
9. Termination; Convenience. Without limiting the provisions of Section 8, if OCT determines that terminating this Agreement, in whole or in part, is in the best interest of the County, then it may terminate this Agreement by giving the Grantee written notice. Said termination shall become effective upon the mailing of such notice. In such event, OCT shall pay the Grantee for its pro rata share of costs incurred pursuant to this Agreement to the date of termination. Such payment together with any payments previously made to the Grantee shall not exceed the lesser of the value of the services performed as of the termination date or the amount set forth in Section 3.
10. Assumption of Risk; Indemnification; Insurance; Taxes. Grantee hereby assumes all responsibility for the risk of operation related to the performance of the Project, and shall indemnify, defend and hold OCT, the County, and their officials, employees, contractors, and agents harmless from and against any and all claims, losses, damages, liabilities, costs, or expenses (including reasonable attorney's fees and costs of litigation and/or settlement) arising out of the Project and the activities and programs performed by the Grantee relating to the Project, excluding claims arising out of the County's own negligence or willful misconduct. The Grantee shall carry all insurance and pay all taxes required by law in connection with the Project.
11. Assignment. This Agreement cannot be assigned without the prior written consent of the County Executive on behalf of the County of Orange.
12. Prevention of sexual harassment. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, the Grantee and the individual signing this Agreement on behalf of the Grantee certifies, under penalty of perjury, that the Grantee has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

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

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

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

13. Governing Law; Venue. This Agreement shall be governed by the laws of the State of New York. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but instead must only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
15. Signatures. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
14. Entire Agreement; Inconsistencies. The rights and obligations of the parties, their permitted successor and assigns, shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among them. In the event, however, of any conflict between the terms of the Application and Proposal and the terms of this Agreement, the terms of this Agreement shall govern.

COUNTY OF ORANGE

Village of Warwick

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: 
Name: Michael J. Newhard
Title: Mayor

SCHEDULE A

COPY OF THE APPLICATION AND PROPOSAL

Orange County & Municipalities Working Together

Municipal Tourism Grant



Municipality Applying:

Village of Warwick, NY

Date of application:

4/18/2024

Date you need the funds by:

6/30/2024

In effort to provide resources to municipalities as they plan and execute tourism events in Orange County, the County Executive launched a grant program. The program was approved by the Orange County Legislators and funding has been added to the 2024 Tourism Budget.

PLEASE MAIL OR E-MAIL COMPLETED APPLICATION

- E-mail - LSantiago@orangecountygov.com
- Mail - Orange County Tourism, ATTN: Lisa Santiago, 99 Main Street, Goshen, NY 10924

PROGRAM DETAILS AND PROCESS

- Requests for grants will be awarded to municipalities only.
- Applications will be sent out to each municipal leader.
- Applications will be accepted from January 1, 2024, until October 1, 2024.
- Completed applications should be sent to the Tourism & Film office and will be reviewed and awarded by the Municipal Tourism Grant Committee (MTGC).
- MTGC will meet on a monthly basis or on an *as needed* basis. Committee will not exceed five members.
- MTGC will recommend grant recipients to the County Executive within four weeks of receiving the application.
- Once Approved, municipality will be required to enter into an agreement with the County of Orange (see Sample).
- Within 30 days of event or initiative completion, municipality will be required to submit final report (see sample agreement attached).

PROGRAM GUIDELINES

- Grants will be awarded to municipalities who will be using the resources towards a tourism event and/or activity that will result in the attraction of visitors to Orange County.
 - Examples of awards: (just examples and not limited to)
 - Resources awarded to a municipality for advertising and promotion expenses associated with XYZ event.
 - Resources awarded to a municipality towards the enhancement of signage for the event/activity.
 - Resources awarded to a municipality for enhancements to their website so that they are more user-friendly to visitors.

AMOUNT OF GRANT

- Grant range is \$2,500 - \$4,999 (based on an "as-needed" basis and not to exceed \$4,999)
- Deadline for applications is October 1, 2024
- Grant must be used towards a tourism related event or marketing related initiatives that will ultimately lead to the increased awareness and visitation in the current calendar year.

Contact Information

First Name

Thomas

Last Name

McKnight

Title/Role at Municipality:

Trustee

Address

77 Main St

City

Warwick

State

NY

Zip Code

10990

Phone Number

845-986-2031

E-Mail

tmcknight@villageofwarwick.org

Orange County & Municipalities Working Together

Municipal Tourism Grant



Request Information

Amount of funds you are requesting:

4,688

Date of Event (If Applicable) or date of completion of marketing related initiatives:

June 30, 2024

Will you be using a portion of these funds to promote your event or Municipality?



YES



NO

Description of event/promotional material and reason for the request of funds:

The Earth to Warwick Initiative highlights the diverse range of environment smart events taking place in the Warwick Valley with a promotional campaign & 3-month Spring Green Calendar: www.sustainablewarwick.org/earth-to-warwick. Events include: Earth Day celebrations, Top Good to Toes Community Walk, Arbor Day events, Farmers Markets openings, Repair Café etc.

Purpose of event and Key Outcomes:

The goal of the Earth to Warwick campaign is to provide a one-stop source of information about environmentally friendly events for visitors, spotlight the Warwick Valley as a destination for Green Tourism, and increase awareness and participation from Orange County residents, and visitors to the area in events that support climate smart and sustainability programs.

Overview of how funds will be spent: Reminder that a portion of the funds must be used to promote the event or municipality.

Production & Marketing: \$1540 (44 hours @ \$35/hr)
Graphics: \$700 (20 hours @ \$35/hr)
Printing: \$951 Ads: \$1497

A portion of grant funds must be used towards promoting a tourism-related event or marketing-related initiatives that will ultimately lead to increased awareness of the event and visitation to the county in the current calendar year. Please provide an explanation of how receiving these funds will lead to increased awareness of your event and visitation to Orange County and how you will use a portion of these funds to promote your event:

Funding will allow a comprehensive promotional campaign targeting Orange County and Tri-State area: Ads; Press releases; Printed postcards & fliers; Banners; Listings; Social media posts of digital postcard by all stakeholders; kick-off event, Earth to Warwick! Treecycle festival; a free celebration for all ages of art, community, and environmental action with art activities, information booths, entertainment and food.

Michael J. Newhard, Mayor

Name Of Applicant: Please Print

Signature Of Applicant

Village of Warwick NY

Title of Applicant at Municipality

May 6, 2024

Date

OFFICE RESPONSE:

[]

Date Application was Received

[]

Date of Committee Meeting

Approved for Funds:

[] []

YES NO

Total of funds approved:

[]