

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
DECEMBER 16, 2024  
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: December 2, 2024, Work Session & Board Meeting.

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

Trustee Cheney \_\_\_    Trustee Foster \_\_\_    Trustee Collura \_\_\_  
Trustee McKnight \_\_\_    Mayor Newhard \_\_\_

3. Acceptance of Reports – November 2024: Clerk’s Office, Justice Department, Planning Department, Department of Public Works, and Building Department.

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

Trustee Cheney \_\_\_    Trustee Foster \_\_\_    Trustee Collura \_\_\_  
Trustee McKnight \_\_\_    Mayor Newhard \_\_\_

4. 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 \_\_\_

5. Police Report.

6. **Continuation of the Public Hearing on proposed Local Law No. 8 of the Year 2024 to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property."**

### **Announcement**

1. 2024 Village of Warwick Christmas Eve Sing-along & Apple Eve Event.
2. Village of Warwick Christmas Tree Pickup.

### **Correspondence**

1. Letter from Anthony L. Rossi, Mayor of the Township of Vernon, extending appreciation for the generous support of the Village of Warwick First Responders during the funeral procession of Vernon Township Volunteer Fireman, Cpt. Michael Basson, on November 5, 2024.
2. Letter from Orange County Executive Steven Neuhaus notifying the Village of Warwick of the FY2025 Community Development Block Grant award of \$148,420.00 for the Wheeler Avenue ADA Sidewalk Project.

### **Discussion**

1. Village of Warwick Holidays.
2. Proposed stop signs at certain intersections in the Village of Warwick.
3. NYSERDA Grant Agreement & DPW Solar Project.

### **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 NEGATIVE DECLARATION UNDER SEQRA**

WHEREAS, the Village Board is considering adopting a local law amending the Village Code in regard to regulation of short-term rentals; and

WHEREAS, this is an action subject to the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the Village Board as Lead Agency in SEQRA review has prepared a short Environmental Assessment Form ("EAF"); and

WHEREAS, the Village Board has determined that the proposed local law constitutes an Unlisted Action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board approves the EAF and authorizes the Mayor to sign the same, and
2. That after considering all of the information presented to it, including the EAF, the Village Board determines that the proposed action does not present any potential significant adverse environmental impacts and adopts the Negative Declaration attached hereto.

\_\_\_\_\_ 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**

**2. RESOLUTION APPROVING A DONATION AGREEMENT FOR  
CONSTRUCTION OF A SKATEPARK IN VETERANS MEMORIAL PARK**

WHEREAS, the Skatepark Initiative, in cooperation with The Community Foundation, has proposed to dedicate to the Village of Warwick the labor and materials necessary for construction of a skatepark at a designated location in Veterans Memorial Park in accordance with the design plans prepared by Pillar Design entitled “Skatepark” (Project No. 22-027); and

WHEREAS, The Vincent Kosuga and Pauline Kosuga Foundation, Inc., has offered to provide a financial donation to fund the construction of the skatepark; and

WHEREAS, the Village of Warwick Village Board wishes to accept the said offer of dedication to allow the Skatepark Initiative to construct the said skatepark and dedicate it to the Village; and

WHEREAS, the Village Board has before it a proposed Agreement for Escrow and Expenditure of Charitable Donation which memorializes the terms of the said offer of dedication and the supporting charitable donation.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the Agreement for Escrow and Expenditure of Charitable Donation and authorizes the Mayor to execute it and any documents necessary to carry out the terms and provisions thereof; and

2. That the Village Board hereby accepts the Skatepark Initiative’s offer of dedication to the Village of Warwick the labor and materials necessary for construction of the skatepark; and

3. That the Village Board hereby grants a temporary work easement to the Skatepark Initiative to perform the said work in Veterans Memorial Park subject to provision of

general liability insurance in an amount not less than \$2,000,000 naming the Village as an additional insured; and

4. That the Mayor is hereby authorized to sign all documents necessary for the allowing the Skatepark Initiative to carry out work on construction of the skatepark, including, without limitation, building permit applications, licenses, and tax documents; and

5. That, upon tender of the labor and materials by the Skatepark Initiative for acceptance by the Village, the Village shall accept the same, provided, however, the Village reserves the right to make, at its own expense, any changes, modifications, additions or deletions to the project work necessary to bring the project work into compliance with the building plans.

\_\_\_\_\_ 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 \_\_\_\_\_

3. **MOTION** to appoint Sandra Alfonzo to the position of Full-Time Typist (Spanish/English Speaking) under the NY HELPS Program, position #90755H, allocated to the Non-competitive class in accordance with Orange County Civil Service with a start date of December 20, 2024. Sandra’s last day of work as Provisional Billing Control Clerk will be December 19, 2024.

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

Trustee Cheney \_\_\_\_ Trustee Foster \_\_\_\_ Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_ Mayor Newhard \_\_\_\_

**4. RESOLUTION INTRODUCING A PROPOSED LOCAL LAW TO REVISE THE VILLAGE CODE’S PROVISIONS REGARDING AMUSEMENTS AND EXHIBITIONS**

WHEREAS, the Village Board of the Village of Warwick has before it a proposed local law entitled: “A local law amending Village of Warwick Village Code Chapter 34 – ‘Amusements and Exhibitions’”; and

WHEREAS, in order to enact the said local law it is necessary to formally introduce it and to hold a public hearing on it,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the proposed local law; and
2. That a public hearing on the proposed local law be set for January 21, 2025 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting; and
3. That the Village Board approves and adopts the Short Environmental Assessment Form prepared in regard to the proposed local law, determines that it constitutes an Unlisted Action, and adopts a Negative Declaration.

\_\_\_\_\_ 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 \_\_\_\_\_

## **Reports**

**Trustee Cheney's Report:** Liaison to Public Works Operations, Engineering and Infrastructure Projects, Veterans, Code Enforcement / Building Department, Emergency Services, Citizens Awareness Panel/Jones Chemical. Alternate liaison to Economic Development, Planning & Zoning / AHDRB / OC Planning, Transportation & Mobility.

**Trustee Foster's Report:** Liaison to Office of the Clerk, Parks & Recreation, Economic Development & Tourism, Warwick Valley Schools, Government Efficiency / Policy Development, Transportation & Mobility. Alternate liaison to Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Engineering and Infrastructure Projects.

**Trustee Collura's Report:** Liaison to Office of the Treasurer, Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Public Health, Historical Society, Public Interface and Outreach, Senior Citizens, Ethics. Alternate liaison to Parks & Recreation, Environmental, Veterans.

**Trustee McKnight's Report:** Liaison to Planning & Zoning / AHDRB / OC Planning, Environmental, Albert Wisner Library, Town of Warwick Police Department, Technology Oversight / Cybersecurity, Shade Tree Commission, Safety Committee. Alternate liaison to Public Works Operations, Code Enforcement / Building Department, Emergency Services, Government Efficiency / Policy Development.

## **Mayor Newhard's Report**

## **Public Comment – *Non-Agenda Items***

## **Final Comments from the Board**

## **Executive Session, if applicable**

## **Adjournment**

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

### CONTINUATION OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Village Board of the Village of Warwick will hold the continuation of a public hearing on the 16<sup>th</sup> day of December 2024, at 7:30 p.m., at Village Hall, 77 Main Street, Warwick, New York 10990, on a proposed Local Law No. 8 of the Year 2024 to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property"

The purpose of this Local Law is to promote the public health, safety and welfare by establishing a municipal registration and permit requirement for all short-term rental units within the boundaries of the Village of Warwick and by enacting regulations for the administration of and enforcement of the Village's permitting requirement.

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](http://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**

**VILLAGE OF WARWICK  
LOCAL LAW NO. \_\_ OF THE YEAR 2024**

A local law to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property"

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by establishing a municipal registration and permit requirement for all short-term rental units within the boundaries of the Village of Warwick and by enacting regulations for the administration of and enforcement of the Village's permitting requirement.

Section 2. Amendment of Code:

The Village Code of the Village of Warwick is hereby amended to enact Chapter 115 entitled "Short-Term Rental Property" which shall read as follows:

**"Chapter 115 Short-Term Rental Property**

**§ 115-1 Purpose.**

(A.) Short-term rentals of residential property are a potential source of income to property owners and can provide additional housing for visitors to the area, thereby promoting tourism and strengthening the local economy. However, if unregulated, short-term rentals may have detrimental impacts on nearby properties and the neighborhoods in which they are situated as a result of increased traffic, noise, trash, and similar impacts. Moreover, it is in the overall public interest to require that properties offered for public rental are safely maintained and adequately insured. Therefore, the Village Board of the Village of Warwick hereby establishes the registration and licensing requirements and regulations set forth in this Chapter for the purpose of regulating short-term rentals of residential property to ensure safe, responsible and harmonious operation of such uses.

(B.) In enacting regulations for short-term rentals, the Town finds that it is appropriate to exempt properties located in the Central Business Zone from the requirement of being owner-occupied. The purpose of the owner-occupancy requirement is to provide additional assurance that short-term rental properties will be well maintained in order to avoid adverse impacts on near-by residential properties and the neighborhood in which they are located. The Central Business Zone is primarily commercial, and residential properties located therein are regularly exposed to the impacts of neighboring commercial uses. Under these circumstances, the additional assurance provided by the owner-occupancy requirement is not necessary, for which reason properties located in the Central Business Zone are exempt from it.

**§ 115-2 Definitions.**

As used in this Chapter, the following terms shall have the meanings indicated:

### **Agent**

Any person who has written authority from the owner of short-term rental property to enter, care for, and control a building in regard to short-term rentals and act on behalf of the owner in regard to short-term rentals of the building.

### **Bedroom**

A one-person bedroom shall have a minimum of 70 square feet. A two-person bedroom shall have minimum of 100 square feet. A three-person bedroom shall have a minimum of 150 square feet. For bedrooms accommodating more than three-persons, there shall be an additional 50 square feet of space provided for each additional occupant. Bedrooms shall be not less than 7 feet in any plan dimension, and shall have a compliant exterior window as a second means of egress. All bedrooms shall have access to sanitary facilities providing a sink, toilet, potable running water and a shower/tub, and kitchen access. All bedrooms and living space shall adhere to the provisions of the Property Maintenance Code of New York State and the Village Code of the Village of Warwick then in effect.

### **Building Inspector**

The Building Inspector of the Village of Warwick or such person as appointed by the Village Board to enforce Village Code Chapter 53 Unsafe Buildings, and this Chapter.

### **Daytime**

Between the hours of six o'clock a.m. and twelve o'clock a.m. (i.e., "midnight").

### **Housing or Dwelling Unit**

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building but not including a hotel, motel or bed and breakfast establishment.

### **Immediate Family**

The immediate family of the owner of a housing unit consists of the owner's spouse, children, parents, grandparents or grandchildren.

### **Overnight**

Between the hours of twelve o'clock a.m. (i.e., "midnight") and six o'clock a.m.

### **Owner**

Any owner of a residence who offers housing in the residence to persons, other than immediate family, in exchange for a fee or compensation, whether monetary or otherwise.

### **Owner-Occupied**

As used in this Chapter the term "owner-occupied" shall mean a residence in which the record owner or the owner's Registered Agent resides for not less than a total of six months in the calendar year. Neither owners nor the owner's Registered Agent needs to be present on the property during short-term rentals.

### **Residence**

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building.

### **Registered Agent**

An agent of the property owner who at is able to respond and attend at the short-term rental property within at least thirty-minutes of being notified of the need to do so and is identified as the owner's Registered Agent in the short-term rental permit application.

### **Short-Term Rental Permit**

A permit issued by the Village of Warwick stating that the referenced structure or unit conforms to the standards of chapter 49-11, Fire Safety and Property Maintenance Inspections, and other applicable sections of Village Code and that occupancy of that structure or unit is permitted for residential use. Any special circumstances or conditions under which occupancy is permitted may be specified on the permit.

### **Short-Term Rental Property**

Any residence in which overnight accommodations are offered in exchange for a fee or compensation, whether monetary or otherwise, for a period of less than thirty (30) days, including, but not limited to, rentals provided by such companies as Air B&B and VBRO. Month to month tenancies are not considered short-term rental properties.

### **Substandard**

Any deficiency in a residence that does not meet the standards of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code and applicable sections of Village Code. Substandard conditions shall also include failure to maintain a single-station smoke-detecting alarm device and carbon-monoxide-detector device, or devices, in accordance with New York State standards.

## **§ 115-3 Regulation of Short-Term Rentals**

(1.) Only single-family dwellings, duplexes, and mixed-uses with no more than two dwelling units may be used for short-term rentals. Units in a multiple dwelling may not be used for short-term rentals.

(2) Short-Term Rentals are allowed in all zones in the Village except in Continuing Care Retirement Community (CCRC) and Multiple Residence-Senior Citizen (MR-SC).

(3) Only owner-occupied properties may be used for short-term rentals. Owners need not be present on the property during short-term rentals. Provided, however, that properties located in the Central Business Zone used for short-term rentals need not be owner-occupied if the Registered Agent is able to respond and attend at the short-term rental property within at least thirty-minutes of being notified of the need to do so.

(4) For property used for short-term rentals, off-street parking requirements shall be the same as the requirements for the use in which the short-term rental is offered as provided in the Schedule of Uses and Parking Space Requirements in Village Code §145-70 "Off-Street Parking and Loading Requirements."

(5) Commencing ninety (90) days after the effective date of this Chapter, any person offering short-term rentals within the Village of Warwick shall be required to first register and obtain a permit for short-term rental of the residence under this Chapter.

(6) Home Owner Association policies in developments within the Village shall supersede short-term rental provisions herein, provided that the Home Owner Association policies are more restrictive than the terms hereof.

**§ 115-4 Registration of Property for Short-Term Rentals.**

A short-term rental registration application, as established by the Building Inspector, shall be submitted to the Village Building Department by the owner of proposed short-term rental property stating that the owner is seeking a short-term rental permit and providing, at a minimum, the following information:

- (i) Name, mailing address, telephone number, and e-mail address, of the owner and of the Registered Agent;
- (ii) In the event that the owner is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all owners, stock holders, members, or partners with an ownership interest in such corporate entity;
- (iii) In the event that the Registered Agent is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all owners, stock holders, members or partners with an ownership interest in such corporate entity;
- (iv) The street address of the short-term rental property as well as the tax map section, block and lot;

- (v) The number of rental units in each building on the property;
- (vi) The number of conventional bedrooms in each building on the property.
- (vii) The proposed maximum overnight and daytime occupancy limits of each building on the property;
- (viii) The types and placement of any fire-protection systems located each building;
- (ix) The number and location of all exits;
- (x) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;
- (xi) A statement of the number of off-street parking spaces provided for the property and a parking plan showing the location of the parking spaces;
- (xii) A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000 with rental endorsement on policy;
- (xiii) Copy of a Certificate of Occupancy for each building proposed to be used for short-term rental or a letter stating such dwelling was built prior to 1973;
- (xiv) Acknowledgment of review of and responsibility for compliance with the Code of the Village of Warwick;
- (xv) A statement that the owner will include the municipal permit number assigned by the Village in all listings for short-term rental of the property;
- (xvi) If the property is subject to Homeowners Association By-Laws, a notarized statement from the Homeowners Association that short-term rentals of properties are not prohibited under the By-Laws; and
- (xvii) The completed Rental Registration Application must be notarized.

**§ 115-5 Grant of Permits for Short-Term Rental Property.**

(1.) Upon submittal of complete application for short-term rentals, the owner or Registered Agent shall contact the Building Inspector to schedule an inspection of the short-term rental property for the purpose of issuance of a short-term rental permit.

- (2.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the short-term rental property to determine whether it is substandard and to verify that the residence and the maximum overnight and daytime occupancy limits proposed by the owner are acceptable under the New York State Uniform Fire Prevention and Building Code.
- (3.) Upon completion of an inspection of the short-term rental property and ascertaining that the residence is not substandard, the Building Inspector shall issue a short-term rental permit.
- (4.) Permits shall be on a form approved by the Building Inspector and shall, at a minimum:
  - (i) State the address, section, block and lot of the short-term rental property;
  - (ii) List the name of the owner and the Registered Agent;
  - (iii) State the number of bedrooms in the residence;
  - (iv) List the maximum permitted overnight and daytime occupancy limits;
  - (v) State the date of issuance and the date of expiration; and
  - (vi) Assign a rental registration permit number to the short-term rental property.

**§ 115-6 Duration and Terms of Short-Term Rental Permits.**

- (1.) All short-term rental permits shall expire two years after the date of issuance, unless sooner revoked.
- (2.) The following shall be mandatory terms of every short-term rental permit:
  - (i) No illegal conduct shall be carried on the short-term rental property by the landlord, Registered Agent, or short-term rental tenants, their guests or invitees;
  - (ii) The short-term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on which the short-term rental property is located and/or to or from any driveways of other property on the said street;
  - (iii) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection in compliance with Village Code §75-1;

- (iv) No exterior lighting of the residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the short-term rental property;
- (v) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance;
- (vi) In the event that short-term rental tenants plan on using the residence as the site of a party or event involving more than ten (10) guests or invitees, the owner shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of outdoor music and assuring adequate parking for guests and any catering or delivery vehicles; and
- (vii) The owner shall prominently display at the short-term rental property the contact names and phone numbers for the Registered Agent if there is one, and if there is no Registered Agent then for the owner, along with a list of emergency services, information relating to garbage, recycling, available parking, winter parking, and noise limitations.

(3.) In the event that there is any change in the information provided by the owner or Registered Agent in the registration application, the owner shall advise the Village Building Department in writing of such change no later than five (5) business days after such occurrence. Failure to timely advise the Village Building Department of a change in the information provided by the Owner in the registration application constitutes a violation of this Chapter and is grounds for suspension or revocation of the short-term rental permit as provided herein.

(4.) A short-term rental permit may not be transferred or assigned to any person or used by any other person other than the owner to whom it was issued.

**§ 115-7 Denial of Short-Term Rental Permits.**

(1.) In the event that the Building Inspector determines that a residence is substandard, he shall issue a written denial of the short-term rental permit to the owner or Registered Agent listing all of the substandard conditions identified in the inspection.

(2.) If an application for a short-term rental permit is denied, an owner may re-apply for the permit after correcting such substandard conditions as have been found. Upon such re-application, the owner or Registered Agent must arrange for an additional inspection by the

Building Inspector. The owner must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

**§ 115-8 Renewal of Short-Term Rental Permits.**

(1.) Applications to renew existing short-term rental permits shall be submitted on forms approved by the Village Building Department at least ninety (90) days but not more than one-hundred and twenty (120) days prior to the expiration date of the existing license and must be accompanied by the renewal fee set by the Village Board in the Village's Schedule of Fees.

(2.) Upon receipt of an application for renewal and the prescribed fee, the Building Inspector shall schedule and conduct an inspection of the short-term-rental property using the same criteria as upon an inspection for grant of a permit. In the alternative, upon submission of an application for renewal an Owner may privately have a certified home inspector, engineer, or architect conduct the inspection and provide a written report on its compliance with the criteria for grant of a permit. Renewal shall be granted if the short-term rental property is not substandard.

(3.) Upon grant of renewal, the Building Inspector shall issue a new short-term rental permit which shall expire two years after the date of issuance unless revoked earlier.

**§ 115-9 Suspension or Revocation of Short-Term Rental Permits.**

(1.) If it is determined by the Building Inspector that the owner or Registered Agent has falsified or otherwise failed to provide accurate information on the registration application for short-term rental property, the owner shall be referred to the Village Board for suspension or revocation proceedings under this Section.

(2.) It is the responsibility of the owner or Registered Agent to comply with all terms and provisions of this Chapter and to ensure that the short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of the short-term rental permit. Any failure of short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a short-term rental permit shall be attributed to the failure of the owner and the owner's Registered Agent to discharge the responsibility to ensure such compliance.

(3.) Upon receipt of a complaint or upon his or her own initiative, the Building Inspector may investigate any property for failure to comply with the terms of this Chapter.

(4.) If, upon investigation, the Building Inspector determines that a violation of this Chapter and/or the terms and conditions of the short-term rental permit has occurred on property for which a short-term rental permit has been issued, he shall issue a written notice of the violation to the owner and Registered Agent via certified mail return receipt requested to the mailing address(es) listed on the registration application and shall provide a copy of the same along with a report regarding his or her factual findings on the violation to the Village Board.

(5.) Upon receipt of such notice and report, the Village Board shall set a date at which the owner shall be heard in regard to the Building Inspector's findings of a violation. Notice of such hearing date shall be mailed to the owner, by certified mail return receipt requested at the address provided in the registration for the short-term rental property no less than ten (10) days prior to the hearing date.

(6.) At the hearing, the Village Board shall consider the report of the Building Inspector and such further information or proof as the Building Inspector may submit. The property owner shall be heard and given the opportunity to contest the alleged violation of this Chapter. Each day that a violation occurs shall constitute a separate violation.

(7.) If, after affording such an opportunity to be heard, the Village Board confirms the existence of the violation of this Chapter, the Village Board shall suspend or revoke the short-term rental permit. For one or two violations within a period of six (6) months, the permit may be suspended for a period of up to six (6) months from the date of the suspension. For more than two violations within a one-year period, the short-term rental permit may be suspended or revoked and, if revoked, no short-term rental permit will be available for the short-term rental property for a period of up to one year from the date of revocation.

#### **§ 115-10 Appeals.**

(1.) If the Building Inspector denies an application for a short-term rental permit or for renewal of a short-term rental permit, it shall be done in writing, reciting the grounds for the denial.

(2.) An applicant may appeal from such denial by filing a written request for a hearing before the Village Board of Trustees. Such request shall be filed with the Village Clerk within thirty (30) days after issuance of the denial.

(3.) Upon receipt of such request, the Village Board shall schedule the appeal to be heard at a Village Board meeting to be held within the next thirty (30) days of receipt of the appeal, affording the owner at least ten days' written notice of the place, date and time of the hearing by certified mail return receipt requested at the address provided in the registration application for the short-term rental property.

(4.) At the hearing, the applicant shall be afforded reasonable opportunity to be heard. The applicant shall bear the burden of proof by preponderance of credible evidence to show that the determination of the Building Inspector was arbitrary or capricious or in excess of his or her authority.

(5.) Determinations made by the Village Board on an appeal from denial of a short-term rental permit, denial of renewal, or from suspension or revocation of a short-term rental permit, are subject to review in New York State Supreme Court pursuant to CPLR Article 78."

**§ 115-11 Fees for permits.**

The Village Board shall set such application, review, inspection and renewal fees as it may find appropriate for short-term rental permits by resolution and such fees shall be listed in the Village's Schedule of Fees

**§ 115-12 Penalties for offenses.**

- (1.) Any person who violates any provision of this Chapter, whether the owner or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.
- (2.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of \$500 for each violation (i.e., \$500 per day). The Village Board may subsequently change the amount of the fine imposed under this Chapter by resolution.
- (3.) The penalties for violation of this Chapter listed in this Section shall be in addition to any suspension or revocation of a short-term rental permit imposed under this Chapter.
- (4.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.
- (5.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate civil action or proceeding to prevent unlawful occupancy of property in violation of this Chapter.

**§ 115-13 Civil Remedies for Offenses.**

A civil action or proceeding may be instituted by the Village in a court of competent jurisdiction to abate any violation of this Chapter by means of injunctive relief and for collection of civil penalties in the amount of \$500 per day for each violation or such other amount of penalty as the Village Board may subsequently establish by resolution. In the event that the Village successfully commences a civil action for violation of this Chapter, the party found liable for such violation shall also be liable the reasonable attorneys' fees incurred by the Village in prosecuting the action.

**Section 3. Severability:**

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Village Board of the Village of Warwick hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Effective Date:

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Village Board.

**STATE ENVIRONMENTAL QUALITY REVIEW  
NEGATIVE DECLARATION**

**NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

December 16, 2024

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Warwick Village Board, as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** A local law to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property".

**Action Type:** Unlisted Action

**Conditioned Negative Declaration:** No

**Description of Action:** The Village of Warwick proposes to enact a local law to regulate short-term rentals in the Village. The proposed local law includes permitting requirements and imposes terms and conditions under which short-term rentals must be conducted.

**Contact Person:** Michael Newhard, Mayor, Village of Warwick, 77 Main Street, PO Box 369, Warwick, New York 10990.

**Location:** Village-wide

**Reasons Supporting Negative Declaration:**

The proposed regulation of short-term rentals do not present any potential significant adverse environmental impacts as per the contents of the Short Form EAF. The regulations at issue do not allow for uses significantly different from existing uses in the Village, and the terms and conditions imposed in the regulations will not have any significant adverse environmental impacts, including economic impacts or impacts to community character; nor do they pose a potential for significant impacts on the availability of community services.

# Short Environmental Assessment Form

## Part 1 - Project Information

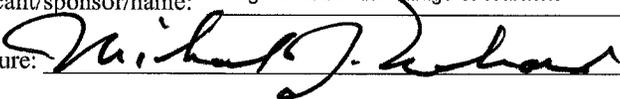
### Instructions for Completing

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: A local law amending the Village Code to require registration and permitting for short-term rentals within the Village of Warwick			
Project Location (describe, and attach a location map): Village-wide			
Brief Description of Proposed Action: The Village Board is considering adopting a local law to require registration and permitting of short-term rental of dwelling units within the Village of Warwick and enacting regulations for the administration of and enforcement of the said registration and permitting requirement.			
Name of Applicant or Sponsor: Village Board of the Village of Warwick		Telephone: 845.986.2031 E-Mail: mayor@villageofwarwick.org	
Address: Village Hall, 77 Main Street			
City/PO: PO Box 369, Warwick		State: N.Y.	Zip Code: 10990
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
_____	<input type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: Village Board of the Village of Warwick	Date: September 23, 2024	
Signature: 	Title: Mayor	

### **Narrative Description Of The Intent Of The Proposed Action**

The Village Board of the Village of Warwick is considering adopting a local law enacting a new Chapter to the Village Code to be listed as “Chapter 115 – Short Term Rental Property.” The Code amendment will establish a municipal registration and permitting requirement for all short-term rental dwelling units within the Village of Warwick. The local law will also enact regulations for the administration of and enforcement of the Village's permitting requirement and establish regulations for maintenance of short-term rental properties.

The proposed action may be a Type II Action under SEQRA, as it appears to constitute “inspections and licensing activities relating to the qualifications of individuals or businesses to engage in their business or profession” (6 NYCRR §617.5(24)) and/or “adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list” (i.e., licensing activities) (6 NYCRR §617.5(27)). However, in an excess of caution and showing deference to SEQRA, the Village is treating the proposed action as an Unlisted Action for purposes of SEQRA review.

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

### **2024 Christmas Sing-along & Apple Eve**

The Christmas Eve Sing-along will take place on Tuesday, December 24, 2024, at 5:00 p.m. at the Old School Baptist Meeting House.

The Village of Warwick's Annual Apple Eve event will take place on Tuesday, December 31, 2024, on Railroad Green beginning at 11:30 p.m., in time for the dropping of the Apple at midnight. Everyone is invited to welcome in the New Year, so bring your noisemakers and join the fun!

The apple was created by John Redman and made its debut in 2017 to welcome in the Village's Sesquicentennial year. Apple Eve has since become a beloved tradition – we hope to see you there!

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

### **Christmas Tree Pickup Information for Village Residents**

The Village of Warwick Department of Public Works will be collecting Christmas trees to help you recycle them after the holiday season. To ensure your tree is picked up, please place it by the curb before Monday, January 13.

If you prefer, you can also drop off your tree at the Town of Warwick Chip Site, located at 65 Public Works Drive, Warwick. The chip site will accept trees through January 31.



# Township of Vernon

Telephone 973-764-4055

21 Church Street  
Vernon, New Jersey 07462

[www.vernontwp.com](http://www.vernontwp.com)

November 18, 2024

Mayor Michael J. Newhard  
Village of Warwick  
77 Main Street  
PO Box 369  
Warwick, NY 10990

Dear Michael,

Vernon Township wishes to extend our deep appreciation for the generous support by the Village of Warwick First responders during the funeral procession of Vernon Township Volunteer Fireman, Cpt. Michael Basso, on Tuesday November 5<sup>th</sup>. Our towns rely heavily upon volunteer assistance and collaboration to provide the much-needed services to our citizens.

On such a solemn event, the Township is grateful for our neighboring community's participation to honor Michael's dedication, commitment and time for the citizens of our great communities. It is important for all of us to recognize that volunteers are vital to our future as a caring and productive community.

Please offer our gratitude to all of the Village of Warwick First Responders.

Regards,

Anthony L. Rossi, Mayor  
Township of Vernon

Cc: Warwick NY Fire Dept.

**RECEIVED**

**DEC 12 2024**

**VILLAGE OF WARWICK  
CLERK'S OFFICE**



STEVEN M. NEUHAUS

COUNTY EXECUTIVE

December 2, 2024

Michael Newhard, Mayor  
Village of Warwick  
P.O. Box 369  
Warwick, NY 10990

RE: Community Development Block Grant - FY 2025 Award Letter  
Project: Village of Warwick, Wheeler Avenue ADA Sidewalks  
Grant Amount: \$148,420.00

Dear Mayor Newhard,

I am pleased to inform you that the project referenced above will be included in our 2025 Action Plan application to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds. Please be advised that this is a funding reservation, subject to receipt of an anticipated CDBG appropriation from HUD, a Municipal Agreement, and a 24 CFR Part 58 Environmental Review.

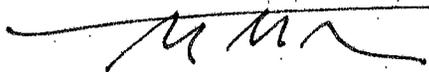
This year the Office of Community Development received Community Development Block Grant (CDBG) applications requesting more than \$1.6 million in funding, but only had \$1 million to allocate for the 2025 Program Year. The use of CDBG funds for engineering and administrative costs will continue to be prohibited.

We anticipate receiving our final 2025 funding allocation amount from HUD in the Spring of 2025 with funds becoming available for use by September 2025 pending HUD approval. You will receive your written agreement once the Environmental Review is completed in the Summer of 2025.

Please do not commence any activities or choice limiting actions associated with the above referenced project until you receive a fully executed written municipal grant agreement with the County and notice of a completed 24 CFR Part 58 Environmental Review Record. Any funds spent on the activity listed above prior to these being completed cannot be reimbursed.

I wish you success with your 2025 Community Development project.

Sincerely,

  
Steven M. Neuhaus  
County Executive

**VILLAGE OF WARWICK  
2025 LIST OF HOLIDAYS**

<b>Holiday</b>	<b>Date of Holiday</b>	<b>Date Holiday is Observed by Village Hall</b>
New Year's Day	Wednesday, January 1, 2025	Wednesday, January 1, 2025
Martin Luther King, Jr.	Monday, January 20, 2025	Monday, January 20, 2025
Presidents' Day	Monday February 17, 2025	Monday February 17, 2025
Good Friday	Friday, April 18, 2025	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025	Monday, September 1, 2025
Columbus Day	Monday, October 13, 2025	Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025	Thursday, November 27, 2025
Day After Thanksgiving	Friday, November 28, 2025	Friday, November 28, 2025
Christmas Day	Thursday, December 25, 2025	Thursday, December 25, 2025

\* In the event a designated holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday.

In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

**Speed Data Report for two Village Intersections**  
**For Discussion at 12/16/2024 Village Board Meeting**  
**Prepared by Tom McKnight, Reviewed by Chief Rader**

Intersection: West St & Pond Hill

Study Dates: 11/4/22 - 11/17/22

Total Vehicles: 22,223

Direction: Westbound / Inbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Average % of Speed Violations	Max Speed (mph)
12-1 am	54	28.8	33.8	77.6	46
1-2 am	27	25.8	28.1	57.8	37
2-3 am	18	24.9	26.7	47.5	39
3-4 am	34	23.3	25.3	57.5	34
4-5 am	104	26.3	32.8	65.4	42
5-6 am	284	27.3	33.3	70.5	40
6-7 am	725	27.8	31.8	74.0	41
7-8 am	1356	28.5	32.5	81.9	45
8-9 am	1601	27.9	32.7	76.3	54
9-10 am	1649	28.5	33.2	80.2	52
10-11 am	1519	28.3	32.6	82.5	65
11-12 pm	1604	27.9	32.3	80.2	43
12-1 pm	1608	27.9	32.2	79.4	42
1-2 pm	1620	27.9	32.2	79.9	43
2-3 pm	1691	27.2	32.2	76.5	42
3-4 pm	1624	28.0	32.2	81.2	40
4-5 pm	1728	27.5	31.5	79.0	47
5-6 pm	1590	27.3	31.2	75.2	40
6-7 pm	1204	27.4	31.3	74.9	40
7-8 pm	890	27.5	30.9	75.8	45
8-9 pm	622	27.6	31.9	75.2	42
9-10 pm	341	27.4	32.2	70.9	40
10-11 pm	197	27.8	31.9	71.2	42
11-12 am	133	28.2	31.6	75.7	45

Intersection: Forester Ave & Memorial Park Dr

Study Dates: 11/19/24 - 12/10/24

Total Vehicles: 25,652

Direction: Southbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Max Speed (mph)
12-1 am	117	28.0	31.1	39
1-2 am	73	29.0	31.0	37
2-3 am	35	28.5	31.4	50
3-4 am	43	27.6	29.3	45
4-5 am	101	26.9	29.6	45
5-6 am	266	26.4	29.8	43
6-7 am	714	27.3	31.1	46
7-8 am	1150	27.4	31.2	43
8-9 am	1658	27.0	30.7	40
9-10 am	1873	27.0	30.8	47
10-11 am	1931	27.0	30.5	45
11-12 pm	2127	26.5	30.3	40
12-1 pm	2007	26.5	30.2	48
1-2 pm	1805	26.7	30.5	45
2-3 pm	1824	26.5	30.5	46
3-4 pm	2075	26.6	30.4	42
4-5 pm	1816	26.4	30.2	47
5-6 pm	1825	26.0	29.6	47
6-7 pm	1499	26.4	30.0	50
7-8 pm	1066	26.2	29.8	41
8-9 pm	773	26.6	30.0	64
9-10 pm	379	26.2	29.9	39
10-11 pm	287	26.7	31.3	39
11-12 am	208	26.8	30.1	44

Intersection: Forester Ave & Memorial Park Dr

Study Dates: 11/19/24 - 12/10/24

Total Vehicles: 38,408

Direction: Northbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Average % of Speed Violations	Max Speed (mph)
12-1 am	140	27.1	30.6	67.5	41
1-2 am	93	28.4	31.1	79.2	39
2-3 am	69	27.5	29.2	68.8	40
3-4 am	105	27.9	31.2	61.9	43
4-5 am	296	29.4	33.5	78.7	44
5-6 am	565	26.6	31.7	67.1	48
6-7 am	846	26.8	31.2	67.9	45
7-8 am	1726	26.2	30.7	63.0	49
8-9 am	2383	26.8	31.1	66.5	47
9-10 am	2426	27.1	31.7	68.7	57
10-11 am	2770	26.5	30.9	64.5	43
11-12 pm	3129	25.9	30.8	62.3	42
12-1 pm	3090	26.1	30.9	63.3	45
1-2 pm	3068	26.1	30.9	62.6	57
2-3 pm	3172	26.2	31.0	62.7	46
3-4 pm	3275	26.0	30.6	60.3	42
4-5 pm	2897	26.4	30.4	63.2	44
5-6 pm	2405	26.1	30.1	60.7	46
6-7 pm	1894	26.1	29.9	62.5	40
7-8 pm	1394	26.1	30.2	61.4	55
8-9 pm	1119	26.3	30.2	62.8	50
9-10 pm	824	26.5	30.5	66.0	47
10-11 pm	463	26.8	31.2	67.0	43

11-12 am	259	27.6	31.0	72.4	44
----------	-----	------	------	------	----

**§ 135-11. Through highways designated; stop and yield signs.**

A. The following highways are designated as through highways, and traffic control devices shall be erected on the following entrances thereto:

<b>Name of Through Highway</b>	<b>Name of Entrance Street</b>	<b>Direction From Which Entering</b>	<b>Type of Traffic Co Device</b>
Barbara Drive	Grove Street	East	Stop sign
Brady Road	Country Lane	East	Stop sign
Campbell Road	Welling Avenue	South	Stop sign
Clinton Avenue	Linden Place	East	Stop sign
Colonial Avenue	Forester Avenue	North	Stop sign
Cornbury Street	Mistucky Circle	West	Stop sign
Country Lane	Barbara Place	North	Stop sign
Country Lane	Ivy Place	South	Stop sign
Country Lane	Robert Drive	South	Stop sign
Country Lane	Robert Drive Extension	North	Stop sign
Cowdry Street	Cornbury Street	North	Stop sign
Cowdry Street	Cornbury Street	South	Stop sign
Crescent Avenue	All entrances except Grand Street	Both	Stop sign
Crescent Avenue	Dogwood Lane	East	Stop sign
Crescent Avenue	Woodside Drive	West	Stop sign
Cropsey Street	Clubhouse Street <sup>2</sup>	North	Stop sign
Cropsey Street	Sly Street	South	Stop sign
Factory Street	John Street	South	Stop sign
Fairview Avenue	Fairview Avenue	East	Stop sign
Fairview Avenue	Fairview Drive	West	Stop sign
Forester Avenue	Burt Street	Northbound	Stop sign
Forester Avenue	High Street	West	Stop sign
Forester Avenue	McFarland Drive	Southbound	Stop sign
Forester Avenue	Memorial Park		Stop sign
Forester Avenue	Park Lane	East	Stop sign
Galloway Road	Clinton Avenue	South	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Galloway Road	Forester Avenue	South	Stop sign
Galloway Road	Galloway Heights	North	Stop sign
Galloway Road	Hawthorne Avenue	North	Stop sign
Galloway Road	Lawrence Avenue	South	Stop sign
Galloway Road	Overlook Drive	North	Stop sign
Galloway Road	Park Avenue	South	Stop sign
Grand Street	Cherry Street	North	Stop sign
Grand Street	Crescent Avenue	South	Stop sign
Grand Street	Fairview Avenue	North	Stop sign
Grand Street	Van Duzer Place	South	Stop sign
Grand Street	Woodside Drive	South	Stop sign
Hawthorne Avenue	Gordon Terrace	West	Stop sign
Highland Avenue	Overlook Drive	West	Stop sign
Highland Avenue	Warwick Gardens Drive	South	Stop sign
Howe Street	Factory Street	East	Stop sign
Howe Street	Factory Street	West	Stop sign
Hudson Street	Aske Street	South	Stop sign
Hudson Street	Bridge Street	South	Stop sign
Hudson Street	Clubhouse Street <sup>3</sup>	South	Stop sign
Hudson Street	Cropsey Street	South	Stop sign
Locust Street	Elizabeth Street	South	Stop sign
Locust Street	Valley View Road North	West	Stop sign
Locust Street	Valley View Road South	West	Stop sign
Locust Street	Woodside Drive	North	Stop sign
Long House Road	Swift Street	North	Stop sign
Main Street	Church Street	East	Stop sign
Main Street	CVS parking lot	West	Stop sign

<b>Name of Through Highway</b>	<b>Name of Entrance Street</b>	<b>Direction From Which Entering</b>	<b>Type of Traffic Control Device</b>
Main Street	North driveway of post office parking lot	West	Stop sign
Main Street	South Street	North	Yield sign
Main Street	Welling Place	West	Stop sign
Main Street	Wheeler Avenue	East	Stop sign
Maple Avenue	Dunning Road	East	Stop sign
Maple Avenue	Grand Street	East	Stop sign
Maple Avenue	Locust Street	East	Stop sign
Maple Avenue	Pinecrest	East	Stop sign
Maple Avenue	Robin Brae	West	Stop sign
Maple Avenue	Van Duzer Place	East	Stop sign
McEwen Street	North Street	North	Stop sign
McEwen Street	Spring Street	North	Stop sign
McEwen Street	Spring Street	South	Stop sign
McEwen Street	Wheeler Avenue	East	Stop sign
McEwen Street	Wheeler Avenue	West	Stop sign
McFarland Drive	Cropsey Street	West	Stop sign
McFarland Drive	Hudson Street	West	Stop sign
McFarland Drive	White Oak Street	West	Stop sign
New York State Route 17A	Homestead Village	North	Stop sign
North Street	Cottage Street	West	Stop sign
Oakland Avenue	Campbell Road	East	Stop sign
Oakland Avenue	Linden Place	West	Stop sign
Oakland Avenue	Oakland Court	East	Stop sign
Oakland Avenue	Orchard Street	East	Stop sign
Oakland Avenue	Railroad Avenue	West	Stop sign
Oakland Avenue	Second Street	West	Stop sign
Oakland Avenue	Third Street	West	Stop sign
Orchard Street	Elm Street	South	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Orchard Street	Hamilton Avenue	North	Stop sign
Orchard Street	Welling Avenue	North	Stop sign
Overlook Drive	Galloway Heights	East	Stop sign
Overlook Drive	Warwick Gardens Drive	North	Stop sign
Park Avenue	Burt Street	East	Stop sign
Park Avenue	Burt Street	West	Stop sign
Park Avenue	Parkway	North	Stop sign
Park Lane	Forester Ave	South	Stop Sign
Pond Hill Avenue	Marie Place	East	Stop sign
Pond Hill Avenue	North Lynn Street	West	Stop sign
Pond Hill Avenue	South Lynn Street	West	Stop sign
Pond Hill Avenue	West Street	West	Stop sign
Robert Drive	Barbara Drive	East	Stop sign
Robert Drive	Ivy Place	East	Stop sign
Southern Lane	Grove Street	West	Stop sign
Southern Lane	Robert Drive	West	Stop sign
South Street	Bank Street	East	Stop sign
South Street	Belmar Court	East	Stop sign
South Street	Clinton Avenue	East	Stop sign
South Street	First Street	East	Stop sign
South Street	Lawrence Avenue	East	Stop sign
South Street	Parkway	West	Stop sign
South Street	Railroad Avenue	East	Stop sign
South Street	Smith Street	West	Stop sign
South Street	Third Street	East	Stop sign
South Street Extension	Ball Road	North	Stop sign
South Street Extension	Carroll Drive	East	Stop sign
South Street Extension	Galloway Heights	West	Stop sign
Spring Street	McEwen Street	East	Stop sign
Spring Street	McEwen Street	West	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Spring Street	Welling Place	West	Stop sign
Third Street	Belmar Court	North	Stop sign
Memorial Park Drive	Forester Ave	North	Stop Sign
Village Cove	West Street	East	Stop Sign
Village Green Court	Homestead Village Drive	South	Stop sign
Warwick Gardens Drive	Highland Avenue (294.6 feet from the curbline of Warwick Gardens Drive)	East	Yield sign
Warwick Gardens Drive	Highland Avenue	West	Stop sign
Welling Avenue	Oakland Court	West	Stop sign
West Street	Division Street	North	Stop sign
West Street	Elm Street	North	Stop sign
West Street	Howe Street	North	Stop sign
West Street	John Street	North	Stop sign
West Street	North Street	South	Stop sign
West Street	Pond Hill Road	South	Stop sign
West Street	Spring Street	South	Stop sign
West Street	Van Buren Street	North	Stop sign
West Street	Wheeler Avenue	South	Stop sign
Wheeler Avenue	Cherry Street	South	Stop sign
Wheeler Avenue	Cottage Street	East	Stop sign
Wheeler Avenue	McEwen Street	East	Stop sign
Wheeler Avenue	McEwen Street	West	Stop sign
Wheeler Avenue	Poplar Street	South	Stop sign
Wheeler Avenue	Spring Street	North	Stop sign
White Oak	Bridges Street	North	Stop sign
White Oak	Swift Street	North	Stop sign

<sup>2</sup> Street not named on Tax Map.

<sup>3</sup> Street not named on Tax Map.

B. Stop signs and yield signs.

(1) Except when directed to proceed by a police officer, every driver of a vehicle

AGREEMENT FOR ESCROW AND EXPENDITURE OF  
CHARITABLE DONATION

THIS AGREEMENT, made and entered into effective the \_\_\_\_ day of December, 2024, by and among:

THE VINCENT KOSUGA AND PAULINE KOSUGA FOUNDATION, a private foundation with an address of \_\_\_\_\_, New York 10990 (hereinafter "KOSUGA"); and

THE COMMUNITY FOUNDATION OF ORANGE AND SULLIVAN, a non-profit organization with an address of 30 Scott's Corners Drive, Suite 203, Montgomery, New York 12549 (hereinafter "COMMUNITY FOUNDATION"); and

THE VILLAGE OF WARWICK, a municipal corporation maintaining offices at Village Hall, 77 Main Street, PO Box 369, Warwick, New York 10990 (hereinafter "Warwick").

W I T N E S S E T H;

WHEREAS, an unincorporated association known as Warwick Skatepark Initiative has undertaken to construct and dedicate to WARWICK a skatepark in Veterans Memorial Park by entering into a contract with Artisan Skateparks, PO Box 598 Kitty Hawk, North Carolina 27949 to perform the construction work in accordance with the design plans of Pillar Design titled "Skatepark", Project No. 22-027, dated October 7, 2024 (consisting of six sheets designated AS-01 through AS-06); and

WHEREAS, WARWICK is willing to grant the license necessary for construction of the proposed skatepark and to accept dedication of the same based upon the development plans presented by Warwick Skatepark Initiative; and

WHEREAS, KOSUGA proposes to make a charitable donation for construction of the skatepark in the amount of Six Hundred and Fifty Thousand and 00/100 Dollars (\$650,000) subject to the terms and conditions set forth herein; and

WHEREAS, the COMMUNITY FOUNDATION is willing to hold in escrow and disburse the said funds donated by KOSUGA for construction of the said skatepark under the terms and conditions set forth herein; and

WHEREAS, WARWICK, in appreciation for the charitable donation being made by KOSUGA, will erect a suitable plaque on the skatepark acknowledging the same;

NOW, THEREFORE, in consideration of the mutual promises and undertakings recited below, the parties hereto agree as follows:

1. Donation. KOSUGA may, in its discretion, donate the sum of Six Hundred and Fifty Thousand and 00/100 Dollars (\$650,000) for construction of the skatepark proposed by Warwick Skatepark Initiative. If KOSUGA makes the said donation, then the terms herein shall become operative and binding.

2. Escrow & Disbursement of Donation Funds.

A. Upon receipt of the said funds from KOSUGA, the COMMUNITY FOUNDATION shall hold such funds in a non-interest bearing account. The said funds shall be disbursed by the Community Foundation only in accordance with the terms of this Agreement.

B. The COMMUNITY FOUNDATION shall be entitled to draw its Administrative Fee from the donation funds in accordance with the terms and provisions of the Fiscal Sponsorship Agreement, a copy of which is attached as Schedule "A" and made part hereof.

C. The COMMUNITY FOUNDATION shall disburse donation funds from escrow in accordance with the terms and provisions of the Fiscal Sponsorship Agreement. That is, in order to draw on the escrow funds, the Skate Park Initiative shall submit Project Fund Payment Request Forms. All expenses must be evidenced by written invoices from Skatepark Initiative's contractor and accompanied by a certification from Skatepark Initiative's engineer that the work for which the invoices were issued has been completed. The COMMUNITY FOUNDATION shall be entitled to rely upon the engineer's certification regarding invoices, but shall have the right to confirm the validity of the expenses submitted and may refuse to pay Expenses determined to be unsubstantiated or not in furtherance of the Project.

3. Use of Donation Funds.

A. The Donation Funds shall be used solely as provided in this Agreement for construction of the skatepark in accordance with the design plans of Pillar Design titled "Skatepark", Project No. 22-027, dated October 7, 2024 (consisting of six sheets designated AS-01 through AS-06).

B. In the event that the donation funds are inadequate to complete construction of the skatepark in accordance with the construction plans, WARWICK shall nevertheless accept the dedication of the skatepark in its incomplete state and shall proceed to complete construction of the skatepark in accordance with the construction plans at its own expense.

C. Additionally, WARWICK shall erect in a prominent position a plaque of no less than 2' x 3' bearing an inscription stating that the skatepark was made possible by the generous donation of The Vincent and Pauline Kosuga Foundation, Inc.

4. Integration Clause. This Agreement constitutes the entire understanding between the parties and supersedes and replaces in all respects any and all prior contracts, agreements and/or understandings, whether formal or informal, oral or written, among the parties with respect to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by all parties hereto.

5. Construction of Agreement. This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require interpretation, the court or body interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

6. Governing Law. This Agreement shall be governed by the laws of the State of New York.

7. Counterpart Execution. This Agreement may be signed in counterparts, and a copy containing all counterpart signatures shall constitute the single original document.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by the parties.

THE VINCENT KOSUGA AND PAULINE KOSUGA  
FOUNDATION

---

THE COMMUNITY FOUNDATION

---

THE VILLAGE OF WARWICK

---

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

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

---

Notary Public

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

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

---

Notary Public

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

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

---

Notary Public

VILLAGE OF WARWICK  
LOCAL LAW NO. \_\_ OF THE YEAR 2025

A local law amending Village of Warwick Village Code Chapter 34 – “Amusements and Exhibitions.”

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 34 – “Amusements and Exhibitions” to delete and revise certain obsolete provisions.

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 34 – “Amusements and Exhibitions”:

1. The title of Chapter 34 is hereby changed to “AMUSEMENTS AND EXHIBITIONS ON PRIVATE PROPERTY”.
2. Section 34-2, entitled “License required for operation of certain amusement devices”, is hereby repealed. Provided, however, Section 34-2 shall remain in the Village Code as a blank placeholder reserved for potential future legislation.
3. Section 34-3(A)(3) is hereby repealed and re-enacted to read “Phone number, email, or other direct contact information for applicant.”
4. Section 34-3(C) is repealed.
5. Section 34-5(A) is hereby repealed. Provided, however, Section 34-5(A) shall remain in the Village Code as a blank placeholder reserved for potential future legislation.
6. Section 34-8, entitled “Rules of conduct for licensees” is hereby repealed and re-enacted to read as follows:

“§34-8 Criteria for grant of license.

In considering an application for a license under this Chapter, the Town Board may require of such additional information as it deems necessary or appropriated. In determining whether or not to grant a license under this Chapter, the Town Board shall consider the following criteria:

- A. Whether the public exhibition and the traffic generated by it will substantially interrupt the safe and orderly movement of other traffic in the Village.
- B. Whether provision has been made for adequate parking for the public exhibition.
- C. Whether the public exhibition will result in additional demands on public services, such as police, firefighters, and Emergency Medical Services.
- D. Whether the concentration of persons, animals and vehicles involved in the public exhibition have an adverse impact on neighboring properties and the community in which the public exhibition is proposed to be held.
- E. Whether the public exhibition may result in injury to persons or property, or provoke or result in disorderly conduct or create a disturbance.
- F. Whether adequate provision has been made for any sanitary facilities and for collection and disposal of any garbage, refuse or waste at the public exhibition.
- G. Whether the public exhibition is proposed to be held on dates when other public exhibitions or events are being held in the Village and, if so, whether the cumulative impact of holding multiple public exhibitions or events would be harmful to the public health, safety and welfare.

7. Section 34-8.1, entitled “Hours of operation” is hereby repealed and re-enacted to read as follows:

“§38.1 Conditions on license.

In granting a license under this Chapter, the Village Board may impose reasonable conditions including, without limitation, setting hours of operation.”

8. Section 34-10(C) is repealed.

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.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Village of Warwick			
Name of Action or Project: Local Law Amending Code Ch. 34 Amusements and Exhibtions			
Project Location (describe, and attach a location map): Village-wide			
Brief Description of Proposed Action: The Village Board is adopting a local law amending the Village Code to delete certain obsolete provisions from Chapter 34 "Amusements and Exhibtions" and to better establish the criteria for granting licenses			
Name of Applicant or Sponsor: Village of Warwick Village Board		Telephone: (845) 986-2031 E-Mail: mayor@villageofwarwlc.org	
Address: Village Hall, 77 Main Street, PO Box 369			
City/PO: Warwick		State: N.Y.	Zip Code: 10990
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		
_____		
_____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Village of Warwick</u> Date: <u>December 16, 2024</u>		
Signature: _____ Title: <u>Mayor</u>		

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

### Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed action merely deletes obsolete provisions from the Village Code regarding licensing places of amusement. It does not allow or create any new uses or activities in the Village. There are no potential significant adverse environmental impacts associated with this action.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Village of Warwick Village Board	December 16, 2024
_____ Name of Lead Agency	_____ Date
Michael J. Newhard	Mayor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

**Narrative Description Of The Intent Of The Proposed Action**

Village of Warwick Village Code Chapter 34 currently imposes obsolete limitations on licenses for places of Amusement or Exhibitions, such as prohibiting operation on Sundays and prohibiting participation by minors. The Village Board is considering an amendment to Village Code Chapter 34 to delete the said obsolete provisions and to clarify the criteria for grant of licenses for exhibitions.

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
DECEMBER 16, 2024  
ADDENDUM NO. 1**

5. **MOTION** to approve payment of \$200,457.00 to Orange and Rockland Utilities Inc. for streetlight heads, using the Unassigned Fund Balance. This purchase was previously approved by resolution on July 18, 2022.

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

Trustee Cheney \_\_\_\_      Trustee Foster \_\_\_\_      Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_      Mayor Newhard \_\_\_\_

**Discussion**

1. NYS DOT resolutions for the lighting and landscaping on the proposed Colonial Avenue intersection.

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

**RESOLUTION FOR VILLAGE OF WARWICK**  
**STREETLIGHT HEAD PURCHASE**

WHEREAS, the Village of Warwick has undertaken a project wherein it will acquire and maintain all public streetlight heads in the Village; and

WHEREAS, the Village has received various closing documents from Orange & Rockland Utilities for the said purchase including, without limitation, a Purchase Agreement, an Operating Agreement, a Quit Claim Bill of Sale, and a Mutual General Release; and

WHEREAS, it is necessary for the Village Board to approve the said closing documents in order for the purchase of the streetlight heads to go forward;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board does hereby approve the said closing documents and expenditure of the funds necessary for the closing; and
2. That the Mayor is authorized to execute the said closing documents and any other documents necessary to complete the closing on the purchase of the streetlight heads.

Trustee Foster presented the foregoing resolution which was seconded by Trustee Bachman,

The vote on the foregoing resolution was as follows: **APPROVED**

Barry Cheney, Trustee, voting Aye

Carly Foster, Trustee, voting Aye

Thomas McKnight, Trustee, voting Absent

Corey Bachman, Trustee, voting Aye

Michael Newhard, Mayor, voting Absent

I, JENNIFER MANTE, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, July 18, 2022 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 19<sup>th</sup> day of July 2022.

SEAL

  
Jennifer Mante, Deputy Village Clerk

Resolution Agreeing to Maintain, and Repair  
Landscaping Facilities Adjusted by the State of New York Via State-let Contract

**RESOLUTION # \_\_\_\_\_**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange county, PIN 8002.24, SH 93, SH 1839, and SH 1746.

WHEREAS, the Village of Warwick approves of such project and desires to have landscaping features installed along Rt 94 and 17A within the geographical jurisdiction of the Village of Warwick, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the installation of landscaping features along Routes 94 & 17A pursuant to Article II, Section 10, Subdivision 35, of the State Highway Law, as shown on the contract plans relating to the project, and

WHEREAS, the State will provide for the construction of two mini gardens and relocation of the boulder memorial and Sanford Memorial Fountain, as shown on the contract plans relating to the above-mentioned project at no cost to the Village of Warwick provided that the Village of Warwick agrees to maintain and repair such landscape features for a period of twenty five (25) years or until such time as the COMMISSIONER, at their discretion, determines that such landscaping facilities and/or the maintenance of such facilities is no longer necessary for such State Highway.

NOW, THEREFORE,

BE IT RESOLVED: That the Village of Warwick approves of such project and desires to have the above mentioned work performed on the project and that the Village of Warwick will maintain or cause to be maintained the above stated landscaping facilities for a period of twenty five (25) years as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that (name, Title) has the authority to sign, with the concurrence of the (board), any and all documentation that may become necessary as a result of this project as it relates to the Village of Warwick, and

BE IT FURTHER RESOLVED: That the clerk of the Village of Warwick is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:  
Seconded By:  
Vote:

MUNICIPAL CERTIFICATION STATEMENT

I, \_\_\_\_\_, duly appointed and qualified \_\_\_\_\_, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, \_\_\_\_\_, a quorum being present on the \_\_\_ day of \_\_\_\_\_, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_  
Name, Title

MUNICIPAL RAISED SEAL

STATE OF NEW YORK    )  
  )ss:  
COUNTY OF            )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Municipality described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Village Board of said Municipality.

\_\_\_\_\_  
Notary Public

Resolution Agreeing to Maintain, and Repair  
Lighting Facilities Adjusted by the State of New York Via State-let Contract

**RESOLUTION # \_\_\_\_\_**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange county, PIN 8002.24, SH 93, SH 1736, and SH 9318, and

WHEREAS, the Village of Warwick approves of such project and desires to have lighting features installed along Route 94 and 17A within the geographical jurisdiction of the Village of Warwick, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the installation of additional lighting features along Route 94 and 17A pursuant to Article II, Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project, and

WHEREAS, the State will provide for the construction of the above-mentioned work, as shown on the contract plans relating to the above-mentioned project at no cost to the Village of Warwick provided that the Village of Warwick agrees to energize, maintain and repair such lighting features for a period of twenty five (25) years or until such time as the COMMISSIONER, at their discretion, determines that such lighting facilities and/or the maintenance of such facilities is no longer necessary for such State Highway.

NOW, THEREFORE,

BE IT RESOLVED: That the Village of Warwick approves of such project and desires to have the above mentioned work performed on the project and that the Village of Warwick will maintain or cause to be maintained the above stated lighting facilities for a period of twenty five (25) years as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that (name, Title) has the authority to sign, with the concurrence of the (board), any and all documentation that may become necessary as a result of this project as it relates to the Village of Warwick, and

BE IT FURTHER RESOLVED: That the clerk of the Village of Warwick is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:  
Seconded By:  
Vote:

MUNICIPAL CERTIFICATION STATEMENT

I, \_\_\_\_\_, duly appointed and qualified \_\_\_\_\_, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, \_\_\_\_\_, a quorum being present on the \_\_\_ day of \_\_\_\_\_, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name, title

MUNICIPAL RAISED SEAL

STATE OF NEW YORK    )  
  )ss:  
COUNTY OF                )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_, of \_\_\_\_\_, the Municipality described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Village Board/Council of said Municipality.

\_\_\_\_\_  
Notary Public

Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner  
and Agreeing to Maintain Facilities Adjusted Via State-let Contract

**RESOLUTION # \_\_\_\_\_**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange county, PIN 8002.24, SH 93, SH 1736, and SH 9318, and

WHEREAS, the Village of Warwick approves of such project and desires to have paving and improvement features installed along Rt 94 and 17A within the geographical jurisdiction of the Village of Warwick, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project height adjustment of municipal water and sewer manhole facilities and the relocation and adjustment to water mains and appurtenances, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service life of the relocated, adjusted, and/or replaced utilities has not been extended, and

WHEREAS, the State will provide for the reconstruction of the above-mentioned work, as shown on the contract plans relating to the above-mentioned project at no cost to the Village of Warwick.

NOW, THEREFORE,

BE IT RESOLVED: That the Village of Warwick approves of the relocation of and adjustment to their water mains and appurtenances and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the Village of Warwick will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED that (name, Title) has the authority to sign, with the concurrence of the (board), any and all documentation that may become necessary as a result of this project as it relates to the Village of Warwick, and

BE IT FURTHER RESOLVED: That the clerk of the Village of Warwick is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:  
Seconded By:  
Vote:

MUNICIPAL CERTIFICATION STATEMENT

I, \_\_\_\_\_, duly appointed and qualified \_\_\_\_\_, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of, \_\_\_\_\_, a quorum being present on the \_\_\_ day of \_\_\_\_\_, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name, Title

MUNICIPAL RAISED SEAL

STATE OF NEW YORK    )  
                                  )ss:  
COUNTY OF            )

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_, of \_\_\_\_\_, the Municipality described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Village Board/Council of said Municipality.

\_\_\_\_\_  
Notary Public

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
DECEMBER 16, 2024  
ADDENDUM NO. 2**

**6. RESOLUTION APPROVING EASEMENT AGREEMENT FOR A WATER PUMP/WATER BOOSTER STATION AND RELATED FACILITIES**

WHEREAS, the Village of Warwick has undertaken a public improvement project to its municipal water system entailing installation of a water pump/water booster station with related utility lines and facilities; and

WHEREAS, the said project requires grant of an easement over the St. Anthony’s Hospital property at 20 Grand Street; and

WHEREAS, the Village Board has before it a proposed Easement Agreement with the owner of the said property allowing installation of the water pump/water booster station, related utility lines and facilities, a copy of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said Easement Agreement subject to completion and attachment of Description Schedules “A”, “B” and “C” in form acceptable to the Village’s Engineering Consultant; and
2. That the Mayor is authorized to execute the said Easement Agreement and any documents necessary to carry 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 \_\_\_\_\_

## EASEMENT AGREEMENT

**THIS INDENTURE** (the “Agreement”) made the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **MOUNT ALVERNO RESIDENCE CORPORATION**, a “New York” Corporation having a mailing address of 15 Maple Avenue, Warwick, NY 10990 (the “Grantor”) and **VILLAGE OF WARWICK**, a New York State Municipal Corporation having a mailing address of PO Box 369, Warwick, NY 10990 (the “Grantee”).

### WITNESSETH:

**WHEREAS**, Grantor is the sole owner in fee simple of certain premises located at 20 Grand Street, Town of Warwick, Village of Warwick, County of Orange, State of New York, known on the tax maps as Section 204, Block 1, Lot 2.12, more particularly described on Schedule A attached hereto and made a part hereof (the “Easement Property”); and

**WHEREAS**, subject to the terms and conditions contained herein, Grantor and Grantee wish to enter into this Agreement for the purpose of creating a perpetual utility easement over, under and through a portion of the Easement Property, as further described herein, as well as a construction and maintenance easement over and through a portion of the Easement Property, as further detailed herein;

**NOW, THEREFORE**, in consideration One Dollar (\$1.00) and other good and valuable consideration given by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant, transfer, convey and release to the Grantee, its agents, contractors, employees, representatives, successors and assigns, forever, an exclusive, perpetual and permanent right-of-way to enter upon and construct, lay, install, maintain, repair and replace, over, on, in, under and along portions of the Easement Property, as more particularly described in the metes and bound description on Schedule B attached hereto and made a part hereof (the “Easement Area”) for the purposes of installing, constructing, inspecting, maintaining, passage, repairing, replacing, operating, and using a water pump/water booster station, together with the necessary and appropriate utility lines, wires, cables, conduits, piping and other related equipment and/or appurtenances, as determined necessary by the Grantee (collectively, the “Utility Easement”). The Utility Easement shall include with it the right to enter and remain on the Easement Area for the purpose of carrying out the activities authorized pursuant to this Agreement.
  
2. Grantor does hereby further grant, transfer, convey and release to the Grantee, its agents, contractors, employees, representatives, successors and assigns, forever, a non-exclusive perpetual and permanent right-of-way, to enter upon, passthrough, stage in, temporarily remain on, over, in, along and across portions of the Easement Property as more particularly described in the metes and bound description on Schedule C attached hereto and made a part hereof (the “Construction and Maintenance Easement Area”) for the purposes of accessing the Easement Area for the initial construction of the Utility Easement and related improvements and/or appurtenances, and any future maintenance, repairs and replacements that may be necessary or

required to the improvements and appurtenances located on the Easement Area. Except as otherwise may be provided in this Agreement, if the Construction and Maintenance Easement Area is disturbed by Grantee, pursuant to Grantee's exercise of any of its rights under this Agreement, the same shall be reasonably restored to the condition in which it existed as of the date of this Agreement.

3. All right, title and interest in and to the Easement Area and Construction and Maintenance Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by the Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Easement Area and Construction and Maintenance Easement Area. Grantor shall neither cause nor allow any act or omission that would unreasonably interfere with Grantee's ability to exercise its rights pursuant to this Agreement.

4. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Easement Property all costs and expenses of construction of any improvements within the Easement Area. Grantee shall construct all improvements contemplated under this Agreement in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

5. Upon completion of the improvements in the Easement Area, the Grantee shall prepare and execute a landscaping plan on which any planting that currently exist on the Easement Area and Construction and Maintenance Easement Area that were removed or damaged by the improvements on the Easement Area and/or entry on the Construction and Maintenance Easement Area will be replaced in kind. Said landscaping plan will be submitted to Grantor for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee, at its sole cost and expense, shall be responsible for maintaining the Easement Area and its improvements thereon; provided, however, the Grantor shall be responsible for all of the lawn maintenance and mowing on the Easement Area and Construction and Maintenance Easement Area, at its sole cost and expense.

6. Except as otherwise provided herein, in the event of a breach of the terms of this Agreement, the non-defaulting party shall send a written notice of default to the defaulting party. The notice shall describe the default and the action necessary to cure. In the event the default continues for a period of thirty (30) days after receipt by the defaulting party of written notice of the same, the non-defaulting party, in addition to any other remedies available at law or in equity, shall be entitled to cure the default specified in the notice, provided, under no circumstances will the easements granted in this Agreement be terminated because of any default. All reasonable expenses required to cure the default shall be paid by the defaulting party within thirty (30) days of demand.

7. During the term of this Agreement and as may be applicable during any time while Grantee is causing its contractors to perform the improvements associated with the Utility Easement, Grantee shall and shall have its contractors, subcontractors and other agents performing any

work within the Easement Area and the Construction and Maintenance Easement Area obtain and maintain in full force and effect:

- (i) all insurance required under applicable Worker's Compensation Acts; and
- (ii) general liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, naming the Grantor as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
  - (a) Premises - Operations.
  - (b) Broad Form Contractual.
  - (c) Independent Contractor and Sub-Contractor.
  - (d) Products and Completed Operations.
- (iii) Employer's liability insurance with a minimum limit of \$1,000,000.
- (iv) Excess/umbrella liability coverage with minimum limits of \$10,000,000 per occurrence.
- (v) Professional liability insurance ("acts and omissions") on an occurrence basis with minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the annual aggregate.
- (vi) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000.

Before commencing any work or activity related to this Agreement, Grantee shall furnish Grantor certificates of insurance evidencing the above coverages.

8. Grantee assumes all risk of loss and damage arising from its conduct on the Easement Area and Construction and Maintenance Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor, its agents, employees or representatives. The Grantee hereby agrees to defend, indemnify or hold harmless Grantor from and against all claims, lawsuits, liabilities, losses and expenses, that arise out of the acts or omissions of the Grantee, or its employees, contractors, invitees, agents or representatives, as the case may be, related to this Agreement or the use of and improvements relating to the Easement Area and Construction and Maintenance Easement Area under this Agreement, unless such loss is related to the negligence or willful misconduct of the Grantor or their agents.

9. All rights, including all benefits and burdens of the Utility Easement, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns forever. This agreement may not be altered, modified, amended, waived, extended, changed, discharged or terminated except in writing signed by the parties hereto (or their successors).

10. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered/certified mail return receipt requested, with postage prepaid (ii) sent by Federal Express or another nationally recognized overnight courier, or (iii) first class mail, or (iv) hand delivered. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service, or upon delivery to the overnight service, if sent by overnight courier service and delivery if by hand. All notices shall be addressed to the parties at their addresses first mentioned, or at such other address as may be designated in writing by the applicable party. Either party may change the address for notices in accordance with this paragraph.

11. Grantor and Grantee shall use all reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

12. If any provision of this Agreement is deemed unenforceable by the final judgment of a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and the unenforceable provision shall be interpreted and recast by the court so the same closely resembles the parties' original intent.

13. This Agreement shall be recorded in the Office of the Orange County Clerk at Grantee's sole cost and expense. The terms of this Agreement shall be construed as covenant running with the land, and the heirs, successors and/or assigns of the parties hereto shall be bound by the terms and conditions hereof.

14. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

*[Remainder of Page Intentionally Left Blank, Signature Page Follows]*



**Record & Return To:**

Schedule A  
Description of Easement Premises

Schedule B  
Description of Easement Area

Schedule C  
Description of Construction and Maintenance Easement Area