BOARD OF TRUSTEES VILLAGE OF WARWICK MAY 5, 2025 AGENDA

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

Call to Order Pledge of Allegiance Roll Call

- 1. Introduction by Mayor Newhard.
- 2. Acceptance of Minutes: April 21, 2025

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

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

\$_____.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Announcements

1. Village of Warwick Tree Removal Guidelines.

Correspondence

1. Email from Nicole Hixon expressing gratitude for the experience working through the Village Artist in Residence program.

Discussion

1. Village of Warwick Recreation Staff Salaries.

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. **MOTION** to hire Justin Oehlmann to the position of Village of Warwick Engineering Intern at 32.5 hours per week for approximately twelve (12) weeks with a start date of May 19, 2025. The rate of pay to be in accordance with the FY24-25 and FY25-26 budget.

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

Trustee Cheney	Trustee Foster	Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

 MOTION to accept the bid from Spectraserv Inc. for the removal and disposal of residuals (sludge, grit, screening, and small quantities of trash) from the Village of Warwick Wastewater Treatment Plant for the period of June 1, 2025, to May 31, 2029, as per the recommendation of Mike Herbert, Senior Area Manager of JCO and DPW Supervisor Mike Moser.

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

Trustee Cheney	Trustee Foster	Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

3. **MOTION** to approve payment #7 in the amount of \$20,184.27 to TAM Enterprises, Inc. for the Well #3 Treatment Plant Project as per the recommendation of Pitingaro &

Doetsch Consulting Engineers, P.C. Funds are appropriated in budget code F.8330.2350.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

4. **MOTION** to accept the refuse bid from County Waste & Recycling Services for the supply of a 30-cy container for refuse at the Central Garage in the amount of \$250 per pull with a tipping fee of \$130 per ton, per the recommendation of DPW Supervisor, Mike Moser. The contract period will be June 1, 2025, to May 31, 2026.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

5. **MOTION** to accept the refuse bid from Interstate Waste Services for the supply of a 2 cy container for the River Street Sewer Plant in the amount of \$40.00 per pickup, per the recommendation of DPW Supervisor, Mike Moser. The contract period will be June 1, 2025, to May 31, 2026.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

6. **MOTION** to accept the refuse bid from Sonny-Zito Sanitation Co. Inc. for the supply of a 30 cy roll off container for metal, as needed, at the Central Garage in the amount of \$165 per pull, per the recommendation of DPW Supervisor, Mike Moser. The contract period will be June 1, 2025, to May 31, 2026.

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

Trustee Cheney	Trustee Foster	Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

7. **MOTION** to authorize the mayor to sign The New York State Municipal Workers' Compensation Alliance (Comp Alliance) Member Participation Agreement for Worker's Compensation Coverage with an agreement period of June 1, 2025 – May 31, 2026.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

8. **MOTION** to approve the 2025 Summer Recreation staff and salaries as per the enclosed list, per the recommendation of Village of Warwick Recreation Director, Ron Introini.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

9. **MOTION** to amend the rain date for the Warwick Community Bandwagon Inc.'s May Mental Health Month Awareness Event, previously approved by the Village Board on April 21, 2025, from Sunday, May 11, 2025, to Sunday, May 17, 2025. Approval pending proof of updated insurance.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight Mayor Newhard

10. **MOTION** to grant permission to Donald S. Kilcoyne to hold It's our Constitution – Live! at Railroad Green on Saturday, May 24, 2025, from 10:00 a.m. to 12:00 p.m. Setup to begin at 8:00 a.m. with cleanup to be completed by 1:00 p.m. Permission includes the use of electricity, a sound system, and the setup of tents. Completed facility use permit, security deposit, and proof of insurance have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

11. **MOTION** to grant permission to the Warwick Wascals Senior Softball team to use the Daniel Prial Field in Veterans Memorial Park from May 6, 2025, through October 26, 2025, with games on Sundays from 9:00 a.m. to 12:30 p.m. and on Wednesdays from 5:00 p.m. to 8:00 p.m. All events must be in coordination with the other activities taking place in the park. Completed park permit, proof of insurance, and security deposit have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Collura's Motions

12. **MOTION** to approve the revised 2025 Village of Warwick Summer Concert Series Schedule, per the attached calendar provided by the Village of Warwick Summer Concert Coordinators.

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

Trustee Cheney	Trustee Foster	Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

Trustee McKnight's Motions

13. **MOTION** to authorize the Mayor to add another 'department' to the existing contract with Forte, a credit, debit, and eCheck platform, for the purpose of online recreation registration payment transactions at no cost to the Village of Warwick. Forte has been the Village's online payment platform for tax collection purposes since 2018.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

14. <u>Resolution Amending Schedule of Fees to Change Building Fees</u>

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of

fees, including Building Department fees, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to change the Building

Department fees it is necessary for the Village Board to adopt a resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Village's Schedule of Fees is hereby amended as follows:

In the Schedule of Fees, under heading "Building Department" the following fees shall be added:

Category	Sub-	Type of Fee	Amount	Code Section
	Category			
Building Department	Short Term Rental	Short-Term Rental Permit Application and Inspection Fee	\$500.00	115-5
Building Department	Short Term Rental	Short-Term Rental Permit Renewal Application and Inspection Fee	\$300.00	115-8

_____ 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

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment

BOARD OF TRUSTEES VILLAGE OF WARWICK MAY 5, 2025 ADDENDUM NO. 1

15. **MOTION** to grant permission to Sanfordville Elementary School to add Monday, May 12, 2025 and Tuesday, May 13, 2025 as additional rain dates to their request previously approved on March 17, 2025 to hold a kindergarten class picnic in Stanley-Deming Park on Tuesday, May 6, 2025, and Wednesday, May 7, 2025, between 12:00 p.m. to 2:00 p.m., with a rain date of Thursday, May 8, 2025. Request includes use of restrooms. Completed park permit and proof of insurance have been received.

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

Trustee Cheney	Trustee Foster	Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

16. **MOTION** to hire an additional Village of Warwick Engineer Intern for 32.5 hours per week for up to thirteen (13) weeks as part of the Lead Service Line Inventory Project.

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

Trustee Cheney Trustee Foster Trustee Collura

Trustee McKnight ____ Mayor Newhard ____

Tree Removal Guidelines in the Village of Warwick

The Village of Warwick would like to remind residents of the guidelines and requirements related to tree removal within Village limits.

Per Village Code, the removal of any tree—whether located on private property or near the public right-of-way—must be evaluated before work begins. Several factors are considered when determining whether a tree may be removed, including:

- The health and condition of the tree
- Its size and proximity to structures or public areas
- Whether the tree is classified as a "Village tree"

Village trees are typically planted by the Village within the public right-of-way and are selected based on species suitability, location, growth pattern, and long-term viability. These trees are maintained by the Village and may **not** be pruned, altered, or removed by property owners.

If you are considering tree removal on or near your property, you are **required to contact the Building Department** at (845) 986-2031 (option 8) or email **building@villageofwarwick.org**. The Building Department will conduct an assessment, and in many cases, the Shade Tree Commission will be consulted to determine whether removal is appropriate and if replacement planting is recommended.

If you believe a Village tree is unsafe or in poor health, please notify the Village so the Department of Public Works can inspect the tree and take appropriate action.

Your cooperation helps us maintain the beauty, safety, and environmental health of our community. Thank you for doing your part to preserve the Village's tree canopy.

Contact Information:

Village of Warwick Building Department
(845) 986-2031, option 8
building@villageofwarwick.org

Raina Abramson

From:Nicole Hixon <nicolehixonart@gmail.com>Sent:Tuesday, April 29, 2025 6:57 AMTo:Michael Newhard; Mike MoserCc:Mike Finelli; Raina Abramson; Melissa S Smith; Aliza SchiffSubject:Gratitude

Dear Village of Warwick and Department of Public Works,

I wanted to take a moment to express my deep gratitude and appreciation for the incredible experience I've had working with you through the Village Artist in Residence program. The installation of "The Divine Feminine: Feeding Nature" has been a joyful and enriching process, made all the more enjoyable by the support and collaboration of such a skilled and enthusiastic team.

Presenting to Mike Moser and receiving the full backing of the DPW was not only encouraging—it was inspiring. I felt truly supported from the very beginning. A special thanks goes to Mike Finelli, who has been an incredible liaison throughout this process. His respectful, timely assistance and genuine eagerness to help made a world of difference.

And when it came time for installation, Andrew and Matt were an absolute dream team. Their "can-do" attitude, paired with real technical skill and dedication, turned what could have been a complex challenge into a smooth and fun process.

Having previously worked with the DPW team in 2020 during the Words from Warwick installation at the Railroad Green, I already had a deep admiration for what the department contributes to the village. This residency has only strengthened that respect—I'm officially a fan! I'd be proud to wear DPW merch and support the department however I can.

This project was part of Treecycle, a Wickham Works event I'm so happy and proud to be a part of. Wickham Works continues to lead with heart, creativity, and community spirit, and I'm honored to contribute alongside them. The support from the Village has been extraordinary, and Mayor Newhard's words of encouragement at the Treecycle event—speaking to the power of art, our calling, and the role of creativity in shaping the

world—deeply resonated with me and many others in attendance. It was a beautiful reminder of why we do this work.

This Artist in Residence program has already been such a meaningful experience, and I was thrilled to share the installation with the community at Stanley Deming this past weekend. Thank you for making it all possible.

With gratitude and admiration,

Nicole Hixon

Village Artist in Residence, 2025

 $(a_1, a_2, a_3) \in \{a_1, \dots, a_n\}$

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To: Michael Newhard and the Village Board

From: Ron Introini-Village of Warwick Recreation Director

Date: May 3, 2025

Re: Proposal for recreation staff pay increase

I would like to request a \$1.50 per hour increase in pay for all of the recreation staff. I spoke with 4 other local recreation directors and our pay scale is slightly lower. In order to stay competitive with them and the current minimum wage I am suggesting the following increase in pay: Program and Health Directors \$20.00, Assistant Directors \$18.50, 2+ years and on employees \$15.00 and 1st year employees \$13.00. I believe this incentive will keep our quality employees interested in continuing to work in recreation rather than finding a lower level job that pays minimum wage. The current recreation pay is not competitive for a current high school or college kid. 75% of the current program or health directors have been working in recreation for at least 10 years and have not received a raise since 2021.

Last week I met with Sadie Andryshak and we looked at this years budget and next years proposed budget. If this pay increase is approved we will have roughly a \$6,000 deficit to make up. We will also receive additional revenues from our summer programs since our fee schedule is changing and we removed the additional sibling discount.

I strongly believe supervising children and keeping them safe should pay just as much or more than other jobs. I thank you for your time and consideration with this matter. Date: May 1, 2025 To: Mayor Newhard & The Village Board From: Michael Moser, DPW Supervisor Subject: Removal and Disposal of Residuals WWTP

Motion to accept the Bid from **Spectraserv Inc.** for the Removal and Disposal of Residuals (sludge, grit, screenings, and small quantities of trash) from the Warwick Wastewater Treatment Plant as per recommendations of Michael Herbert, Sr Area Manager, H20 Innovations and DPW Supervisor, Mike Moser.

- June 2025 May 2026: \$186.50 per ton
- June 2026 May 2027: \$190.25 per ton
- June 2027 May 2028: \$194.00 per ton
- June 2028 May 2029: \$198.00 per ton

This Contract will be for a 4-year period beginning June 1, 2025, ending May 31, 2029. Bid Opening held April 1, 2025.

Village of Warwick Proposal Form Removal and Disposal of Residuals

The Removal and Disposal of Residuals (sludge, grit, screenings, and small quantities of trash) from the Warwick Wastewater Treatment Plant.

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Scope of Work:

- 1. Provide watertight 30 cubic yard roll off.
- 2. Haul residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.
- 3. Residuals to be taken way on a weekly schedule or on an as needed basis. One container must be available for loading at plant at all times.
- 4. All applicable laws and regulations must be complied with under this Agreement.
- 5. The contract will be from June 1, 2025 through May 31, 2029.

Remove 30-yard roll-off containing residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.

Container Service (30 cy roll-off) -		
between June 1, 2025 and May 31, 2026	\$186.50	_per ton
between June 1, 2026 and May 31, 2027	\$ 190.25	_per ton
between June 1, 2027 and May 31, 2028	\$194.00	_per ton
between June 1, 2028 and May 31, 2029	\$ <u>198.00</u>	_per ton
RX	Diego Barreiro	s, Vice President
Signatule of Authorized Representative	Print Name	Title
Spectraserv Inc.	973-589-0277	diego@spectraserv.com
Company	Telephone	Email
75 Jacobus Avenue, Kearny NJ	07032	4/1/2025
Address		Date
SALES REPRESENTATIVE		
N/A		
Print Name	Telephone	e

Village of Warwick Proposal Form Removal and Disposal of Residuals

The Removal and Disposal of Residuals (sludge, grit, screenings, and small quantities of trash) from the Warwick Wastewater Treatment Plant.

Scope of Work:

- 1. Provide watertight 30 cubic yard roll off.
- 2. Haul residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.
- 3. Residuals to be taken way on a weekly schedule or on an as needed basis. One container must be available for loading at plant at all times.
- 4. All applicable laws and regulations must be complied with under this Agreement.
- 5. The contract will be from June 1, 2025 through May 31, 2029.

Remove 30-yard roll-off containing residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.

Container Service (30 cy roll-off) -

between June 1, 2025 and May 31, 2026	\$_193.00	perton
between June 1, 2026 and May 31, 2027	\$ <u>199.00</u>	per ton
between June 1, 2027 and May 31, 2028	\$206.00	per ton
between June 1, 2028 and May 31, 2029	\$	per ton
15-1-1-	Brian Cutler	Vice President
Signature of Authorized Representative	Print Name	Title
TAM Enterprises, Inc. 82	5-294-8882	bcutler@tamenterprises.com
Company T	elephone	Email
114 Hartley Road, Goshen, NY 109	924	03/31/2025
Address		Date
SALES REPRESENTATIVE		

Print Name

Telephone

Village of Warwick Proposal Form Removal and Disposal of Residuals

The Removal and Disposal of Residuals (sludge, grit, screenings, and small quantities of trash) from the Warwick Wastewater Treatment Plant.

Scope of Work:

- 1. Provide watertight 30 cubic yard roll off.
- 2. Haul residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.
- 3. Residuals to be taken way on a weekly schedule or on an as needed basis. One container must be available for loading at plant at all times.
- 4. All applicable laws and regulations must be complied with under this Agreement.
- 5. The contract will be from June 1, 2025 through May 31, 2029.

Remove 30-yard roll-off containing residuals (sludge, grit, screenings, and small quantities of trash) to an approved landfill.

~ ~

Container Service (30 cy roll-off) -

Print Name	Telephone	ny versionen en en sen en sen en en en sen en e
Patrick Kennedy	201.704.7	329
SALES REPRESENTATIVE		
Address		Date
755 Banfield Rd. Suite 201. Portsmouth, N	IH 03801	April 1, 2025
Company T	elephone	Email
New England Waste Services of ME, Inc.	603-661-3820	Patrick.ellis@casella.com
Signature of Authorized Representative	Print Name	Title
D 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Patrick Ellis	Director of Organics & Duly Authorized Agent
between June 1, 2028 and May 31, 2029	320.66 \$	_ per ton
between June 1, 2027 and May 31, 2028	\$305.39	_ per ton
between June 1, 2026 and May 31, 2027	\$290.85	_ per ton
between June 1, 2025 and May 31, 2026	\$	_ per ton

Pitingaro & Doetsch Consulting Engineers

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

April 25, 2025

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

Re: Warwick Village Well #3 Water Treatment Plant General Contract Payment Application #7

Dear Mayor Newhard and Board of Trustees:

Please let this letter serve as background for the above-mentioned payment application.

We have reviewed the Application for Payment #7 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of April 23, 2025, the existing building and pump have been demolished, and the new building foundation has been completed. The chemical feed pumps are stored.

We recommend the approval of the payment of \$20,184.27. The balance amount to close the project, including retainage, is \$872,906.91.

Should you have any questions or require anything further in this matter, please contact our office.

Very truly yours,

Darren D. Doetsch, PE Vice President

DDD/AB/lk

G:\Shared Drives\Engineering\Warwick (V)\248101 - Well 3 WTP Construction Management\03 - Construction\Pay Apps\GC\Pay App #7\20250425 Letter To Board Pay App 7.Docx

panddengineers.com

uniting principle and design |

AIA Document G702° – 1992

Application and Certificate for Payment

TO OWNER:	Village of Warwick 77 Main Street, Warwick, NY	PROJECT:	Well #3 WTP	APPLICATION NO: 007Distribution to:PERIOD TO:April 30, 2025OWNER:
FROM CONTRACTOR:		VIA ARCHITECT:	Pitingaro & Doetsc 20 Industrial Drive Middletown, NY 10	CONTRACT FOR: General Construction ARCHITECT: CONTRACT DATE: CONTRACT DATE: CONTRACT NOS: 2431 / CONTRACTOR: CONTR
Application is ma AlA Document G 1. ORIGINAL CON 2. NET CHANGE B 3. CONTRACT SUI 4. TOTAL COMPLE 5. RETAINAGE: a. <u>5.00</u> % o (Column D b. <u>5.00</u> % o (Column F)	Torrest applied to the second structure of the second	nection with the Co G703) \$15, \$1,	\$1,196,000.00 \$0.00 \$1,196,000.00 \$340,097.99 942.57 062.33	$\begin{array}{c} \label{eq:contractor} \mbox{OTHER:} \end{tabular} \\ \label{eq:contractor} The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:$
(Line 4 Less 7. LESS PREVIOUS (Line 6 fron 8. CURRENT PAYM	LESS RETAINAGE S Line 5 Total) S CERTIFICATES FOR PAYMENT n prior Certificate) NENT DUE		\$323,093.09 \$302,908.82 \$20,184.27	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
(Line 3 less	R SUMMARY roved in previous months by Owner	ADDITIONS \$0.00	906.91 DEDUCTIONS \$0.00	AMOUNT CERTIFIED
NET CHANGES I	TOTALS	\$0.00 \$0.00	\$0.00 \$0,00 \$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA Document G703° – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™,APPLICApplication and Certificate for Payment, Construction Manager as Adviser Edition,APPLICcontaining Contractor's signed certification is attached.PERIOIUse Column I on Contracts where variable retainage for line items may apply.APCIN							terren gepennere gepernen en en en en	007 April 30, 2025 April 30, 2025	
A	B.	С	D			ARCHITECT'S PROJECT	NO:	Pitingaro & Doc	tsch
		<u> </u>	WORK CO	E MPI ETED	F	G	T	H]
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
]	Bonds and Insurance	29,900.00	29,900.00	0.00	0.00	29,900.00	100.00%	0.00	1,495.00
2	Submittals	50,700.00	48,165.00	0.00	0.00				
3	Mobilization/Demobiliz ation	22,183.00	11,091.50	0.00	0.00		50.00%	11,091.50	
4	Demolition of Existing Treatment Building and Well Pump	51,047.00	51,047.00	0.00	0.00	51,047:00	100.00%		
	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and					51,047,00	100.00%	0.00	2,552.35
	all other items specified	267,460.00	82,175.39	0.00	0.00	82,175.39	30.72%	185,284.61	4,108.77
	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections							100,207,01	7,100.//
	by others	140,810.00	0.00	0.00	0.00	0.00	0.00%	140,810.00	0.00
	Furnish and Install SCADA panel and system.	34,602.00	0.00	0.00	0.00				
	Furnish and Install UV system and appurtenances.					0.00	0.00%	34,602.00	0.00
	Furnish and Install an	85,294.00	0.00	0.00	0.00	0.00	0.00%	85,294.00	0.00
	80-kw natural gas generator with weather	57,890.00	31,824.00	0.00	0.00	31,824.00	54.97%	26,066.00	1,591.20

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A	В	С	D	E	F	G		Н	<u>т</u>
			WORK CO	MPLETED			[1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	enclosure and compatible ATS including natural gas piping. Electrical Connections by others								
10	Furnish and Install a chemical injection system	26,275.00	0.00	0.00	21,246.60	21,246.60	80.86%	5,028.40	1,062.33
11	Furnish and Install cartridge filter housings	86,198.00	64,648.50	0.00	0.00	64,648.50	75.00%	21,549.50	3,232.43
	Furnish and Install a flow meter turbitity analyzer chloriner esidual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified	101,585.00	0.00	0.00	0.00	0.00			
	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver.	23,953.00	0.00	0.00		0.00	0.00%	101,585.00	0.00
	Furnish and Install a ductile iron pipe and fittings.	64,354.00	0.00	0.00	0.00	0.00	0.00%	23,953.00	0.00
[Furnish and Install a shower and eyewash station combination unit	6,190.00	0.00	0.00	0.00	0.00	0.00%	64,354.00	0.00
16 I	Furnish and Install ADA compliant bathroom	12,176.00	0.00	0.00	0.00	0.00	0.00% 0.00%	6,190.00 12,176.00	0.00
	Furnish and Install all water supply piping and	7,208.00	0.00	0.00	0.00	0.00	0.00%	.7,208.00	0.00

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A	В	C	D	E	F	G		Н	Υ Υ
			WORK COMPLETED						1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	drainage piping								
	Start-up	10,350.00	and the second	0.00	0.00	0.00	0.00%	10,350.00	0.00
	Punch List	10,350.00		0.00	0.00		0.00%		
	Close out	7,475.00	0.00	0.00	0.00	Contraction of the local data and the local data an	0.00%		
3 1	Stated Allowance for Unforseen Items	100,000.00	0.00	0.00	0.00		0.00%		
	CO#1 Excavation Existing Valves (7,050.70)	0.00	0.00	0.00			0.00%		
	CO#2 Labor and Materials Reinforce and pour footing 24x10 Basement Wall					0.00	0.0078	0.00	0.00
23	(4,177.95)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	······································
<u> </u>	GRAND TOTAL	\$1,196,000.00	\$318,851.39	\$0.00	\$21,246.60	\$340,097.99	28.44%	\$855,902.01	\$17,004.90

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UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Name of Claimant:	TAM Enterprises, Inc				
Name of Customer:	TAM Enterprises, Inc				
Job Location:	Well #3 WTP				
Owner:	Village of Warwick				
Date Through:	April 30, 2025				
Exceptions:					
exceptions:					

Unconditional Waiver and Release Signature

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed above, the Releases or Waivers of Lien attached hereto, include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens or encumbrances or the right to assert fees or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

The claimant has received the following progress payment: \$302,908.82

The current payment amount is:

\$20,184.27

Claimant's Signature:

Claimant's Title:

Vice President 25

Date of Signature:

Date: April 29, 2025 To: Mayor Newhard & The Village Board From: Mike Moser, DPW Supervisor Re: Refuse Bid/24 Memorial Park Drive CG

Motion to accept the refuse bid from **County Waste & Recycling Service** for the contract period of **June 1, 2025 to May 31, 2026.** Bid Opening was held March31, 2025.

Price Per 30 Yard Roll-Off Box for Refuse \$250.00/Pull & \$130.00/Ton

.

Village of Warwick Refuse Proposal Form

Supply 30 cy. Roll Off Container as needed at the Central Garage, 24 Memorial Park Drive, Warwick, NY and during Village Cleanup at other locations with the Village of Warwick as directed by the Department of Public Works for the period of <u>June 1, 2025 – May 31, 2026</u>.

30 cy Container Refuse	\$ 250	_ per pull
Tipping Fee	\$ 130	_ per ton

Supply 30 cy. Roll Off Container for metal at Central Garage, 24 Memorial Park Drive, Warwick, NY for the period of June 1, 2025 – May 31, 2026.

30 cy Container Metal

Supply 2 cy. Container with once per week pickup at Sewer Plant, 104 River Street, Warwick, NY for the period of June 1, 2025 – May 31, 2026.

ົ່ ఎ.5 ວ__ per pull

2 cy Container	_per pickup	
<u>C</u> Signature	Senniber Print Name	Williamson
County Waste & Recycling Service Company	518-877-2308 Telephone	Duane Hr@wcnx.org Email
1927 Route 9, PO Box 431 Address Clifton Park, NY 12065	3/26/25 Date	
SALES REPRESENTATIVE		
Duane Hromada	518-877-23	608
Print Name	Telephone	

MEMO

Date: April 29, 2025 To: Mayor Newhard & The Village Board From: Mike Moser, DPW Supervisor Re: Refuse Bid/WWTP River Street

Motion to accept the refuse bid from **Interstate Waste Services** for the contract period of **June 1, 2025 to May 31, 2026.** Bid Opening was held March31, 2025.

Price per 2 cy Container Sewer Plant River Street \$40.00 Per pickup

Village of Warwick Refuse Proposal Form

Supply 30 cy. Roll Off Container as needed at the Central Garage, 24 Memorial Park Drive, Warwick, NY and during Village Cleanup at other locations with the Village of Warwick as directed by the Department of Public Works for the period of <u>June 1, 2025 – May 31, 2026</u>.

30 cy Container Refuse\$350
per pullTipping Fee\$130.65
per ton

Supply 30 cy. Roll Off Container for metal at Central Garage, 24 Memorial Park Drive, Warwick, NY for the period of June 1, 2025 – May 31, 2026.

30 cy Container Metal

\$350 per pull

Supply 2 cy. Container with once per week pickup at Sewer Plant, 104 River Street, Warwick, NY for the period of <u>June 1, 2025 – May 31, 2026.</u>

2 cy Container

\$40 per pickup

Signature

Interstate Waste Services, Inc.	973-623-7900) mkellerhouse@interstatewaste.com
Company	Telephone	Email
300 Frank W. Burr Blvd., Suite 39, Teaneck, NJ 07666	6 Ma	rch 30, 2025
Address	Date	

SALES REPRESENTATIVE

mansa Nellemouse	Marisa	Kellerhouse
------------------	--------	-------------

845-572-3316

Michael DiBella

Print Name

Print Name

Telephone

Date: April 29, 2025 To: Mayor Newhard & The Village Board From: Mike Moser, DPW Supervisor Re: Refuse Bid/Metal Dumpster

Motion to accept the refuse bid from **Sonny-Zito Sanitation Co Inc**. for the contract period of **June 1, 2025 to May 31, 2026.** Bid Opening was held March31, 2025.

Price Per 30cy Roll-Off Metal Container 24 Memorial Park Drive (as need basis) \$165.00 Per Pull

Village of Warwick Refuse Proposal Form

Supply 30 cy. Roll Off Container as needed at the Central Garage, 24 Memorial Park Drive, Warwick, NY and during Village Cleanup at other locations with the Village of Warwick as directed by the Department of Public Works for the period of <u>June 1, 2025 – May 31, 2026.</u>

30 cy Container Refuse

4 298.00 per pull 14D. Der ton

Tipping Fee

Supply 30 cy. Roll Off Container for metal at Central Garage, 24 Memorial Park Drive, Warwick, NY for the period of June 1, 2025 – May 31, 2026.

165 00 per pull

30 cy Container Metal

Supply 2 cy. Container with once per week pickup at Sewer Plant, 104 River Street, Warwick, NY for the period of June 1, 2025 – May 31, 2026.

2 cy Container	♣ 65.00 per pickup	
NE	Richard Zito, Pres.	
Signature	Print Name	1
	anitation Inc 845355-4811 SonnyZito9800	mailan
Company	Telephone Email	
	late HILL NY 10973 3/17/2005	
Address	Date	
SALES REPRESENTATIVE		
Richard Zi	to (845) 355.4811	
Print Name	Telephone	



Member Participation Agreement

Member: Village of Warwick

Agent: Jennette Montgomery

Participation Period: 6/1/25 - 5/31/26

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

> Executive Director: Michael Kenneally 518-465-0128

Member Services: John Triess

866-697-7665



A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally 518-465-0128

Claims: Maria Luciano 516-750-9376 Member Services: John Triessl

866-697-7665



C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally 518-465-0128



E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Membe	_{r:} Village of Warwick
Policy P	eriod: 6/1/25 - 5/31/26
Date:	
By:	
Namo	Michael J. Newhard

Name: Wilchael J. Newnard

Title: Mayor_____

Comp Alliance

Date: January 1, 2025

Michael Kenneally By:

Name: Michael Kenneally Title: Executive Director

Executive Director: Michael Kenneally 518-465-0128

Member Services: John Triess

025 SUM	IER RECREATI	ON STAFF		TOTAL: Under 18 = 33 emplo			
TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	Summer 2025 FY 25-26 HOURLY RATE OF PAY 1st YEAR INSTRUCTOR \$11.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY 2nd YEAR INSTRUCTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY ASSISTANT DIRECTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY PROGRAM DIRECTOR \$18.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY HEALTH DIRECTOR \$18.50
R	EHIRES	1	1				1
1	Abel	Matthew	NA	\$13.50			
2	Beattie	Lily	NA	\$13.50			
3	Beattie	Luke	NA	\$13.50			
4	Blanton	Mandy	NA	\$13.50		\$18.50	
5	Blanton	Skyler	NA	\$13.50			
6	Blanton	Sierra	NA	\$13.50			
7	Brady	Kimberly	NA	\$13.50		\$18.50	
8	Brady	Samantha	NA	\$13.50			
9	Buddenhagen	Matthew	NA	\$13.50		\$18.50	
10	Burley	Camden	NA	\$13.50			
11	Carter	Grace	NA	\$13.50			
12	Costanza	Isabella	NA	\$13.50			
13	Daly	Matthew	NA		\$13.50		
14	DeLucia	Corey	NA			\$18.50	
15	DeLucia	Tyler	NA	\$13.50			
16	Fitzgerald	Ashley	NA	\$13.50			
17	Gassaway	William	NA	\$13.50			
18	Girardi	Reese	NA	\$13.50			
19	Glass	Benjamin	NA	\$13.50			
20	Hall	Taylor	NA	\$13.50		\$18.50	
21	Introini	Sydney	NA		\$13.50		

025 SUM	IER RECREATI	ON STAFF		TOTAL: Under 18 = 33 emplo			
TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	Summer 2025 FY 25-26 HOURLY RATE OF PAY 1st YEAR INSTRUCTOR \$11.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY 2nd YEAR INSTRUCTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY ASSISTANT DIRECTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY PROGRAM DIRECTOR \$18.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY HEALTH DIRECTOR \$18.50
22	Jados	Kristen	NA		\$13.50		
23	Jaeckel	Bridgette	NA	\$13.50			
24	Kemp	Patrick	NA				\$18.50
25	Larney	Kaitlyn	NA	\$13.50			
26	Larney	Kelsy	NA	\$13.50			
27	Lindsay	Teresa	NA				\$18.50
28	Luciano	Douglas	NA	\$13.50		\$18.50	
29	McLaughlin	Carly	NA	\$13.50			
30	McSweeney	Madelyn	NA	\$13.50			
31	Micallef	Shane	NA	\$13.50		\$18.50	
32	Nagel	Logan	NA	\$13.50			
33	Olszewski	Maddie	NA	\$13.50			
34	Oswald	Rowan	NA	\$13.50			
35	Perez	Brendan	NA	\$13.50			
36	Perez	Sean	NA	\$13.50			
37	Polsky	Zachary	NA	\$13.50			
38	Roberson	Brett	NA	\$13.50			
39	Seid	Arielle	NA	\$13.50			
40	Smith	Erin	NA	\$13.50			
41	Smith	Reagan	NA	\$13.50			
42	Starr	Alison	NA	\$13.50			
43	Stone	Helena	NA	\$13.50			

025 SUMI	MER RECREATI		-	TOTAL: Under 18 = 33 emplo			
TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	Summer 2025 FY 25-26 HOURLY RATE OF PAY 1st YEAR INSTRUCTOR \$11.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY 2nd YEAR INSTRUCTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY ASSISTANT DIRECTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY PROGRAM DIRECTOR \$18.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY HEALTH DIRECTOR \$18.50
44	Thomas	Kirk	NA	\$13.50	\$13.50		
45	Unger	Emily	NA	\$13.50			
46	Unger	James	NA	\$13.50			
47	Venter	Rachel	NA	\$13.50			
48	Wendt	Charlotte	NA	\$13.50			
49	Yioupis	Jack	NA			\$18.50	
50	Yioupis	Ryan	NA	\$13.50			
NE	W HIRES						
51	Brady	Jason	\$11.50	NA			
52	Budnar	Math	\$11.50	NA			
53	Currid	Ciara	\$11.50	NA			
54	Dosogne	Chloe	\$11.50				
55	Fasolino	Anthony	\$11.50	NA			
56	Freet	Collin	\$11.50	NA			
57	Grayson	Ryan	\$11.50	NA			
58	Kadus	Joe	\$11.50				
59	Labarbera	Robert	\$11.50	NA			
60	Luciano	Christopher	\$11.50	NA			
61	МсСоу	Michaek	\$11.50	NA			
62	Micallef	Cole	\$11.50	NA			
63	Yioupis	Matthew	\$11.50	NA			
64	Putnam	Landon	\$11.50	NA			

2025 SUMM	2025 SUMMER_RECREATION STAFF TOTAL: Under 18 = 33 employees, 18+ = 29 employees								
TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	Summer 2025 FY 25-26 HOURLY RATE OF PAY 1st YEAR INSTRUCTOR \$11.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY 2nd YEAR INSTRUCTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY ASSISTANT DIRECTOR \$13.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY PROGRAM DIRECTOR \$18.50	Summer 2025 FY 25-26 HOURLY RATE OF PAY HEALTH DIRECTOR \$18.50		
65	Quentin	Reagan	\$11.50	NA					
66	Romig	Emily	\$11.50	NA					
67	Tuck	Gabriella	\$11.50	NA					

Raina Abramson

From:	Karen Thomas <karent.wcc@gmail.com></karent.wcc@gmail.com>
Sent:	Thursday, April 24, 2025 3:46 PM
То:	Deputy Clerk
Cc:	Judy Battista; Raina Abramson; CathyS; Planning; Judy Battista
Subject:	Re: Facility Use - Railroad Green, Warwick Cares Mental Health Month Awareness
	Celebration 2025

Hi Raina and all:

Thanks so much for helping us get through these applications. As discussed , we put our rain date as "May 11" which is Mother's Day. We would like to move the rain date to Sunday, May 17th.

Kindly let us know if this is approved and thank you again for all of your help.

All the best,

Karen Thomas Warwick Community Bandwagon/ Fiscal Agent to Warwick Cares

On Tue, Apr 22, 2025 at 10:23 AM Deputy Clerk <<u>deputyclerk@villageofwarwick.org</u>> wrote: Good morning,

At the April 21, 2025, Village Board meeting, the Village Board of Trustees granted permission to Warwick Community Bandwagon Inc. to hold May Mental Health Month Awareness at Railroad Green on Saturday, May 10, 2025, from 12:00 p.m. to 4:00 p.m. with a rain date of Sunday, May 11, 2025. Setup to begin at 10:00 a.m. with breakdown to be completed by 5:00 p.m.

Permission includes use of speakers and electricity, the setup of tents, the placement of portable toilets, and the use of Village-owned tables and chairs. "No Parking" meter bags to be placed on the parking spaces along Railroad Avenue.

Permission also includes the closure of Railroad Avenue from 12:00 p.m. to 4:00 p.m. for the benefit of the May Mental Health Month Awareness event on Saturday, May 10, 2025, with a rain date of Sunday, May 11, 2025.

Once available, please provide all participating vendor's certificate of insurance.

Please note that it is your responsibility to coordinate with DPW Clerk, Cathy Schweizer, regarding the details of your event. Ms. Schweizer can be reached at (845) 986-2031 ext. 110 or via email dpw@villageofwarwick.org

Parking meter bags can be picked up from Kristin Bialosky in the Planning and Zoning Department on the second floor of Village Hall. Ms. Bialosky can be reached at (845) 986-2031 ext. 108 or via email: <u>planning@villageofwarwick.org</u>

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



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

VILLAGE OF WARWICK **INCORPORATED 1867**

Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 4 21 25

Title of Event: IT'S OUR CEMISATUTION - LIVE!

Purpose of Event: LIVE READING OF UNITED STATES CONSTITUTION

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green

□ Stanley-Deming Park

□ Lewis Woodlands

□ Veterans Memorial Park □ Veterans Memorial Park Pavilion *Please use the attached map to indicate the specific area(s) to be used within each park.

Village of Warwick Parking Lots - check all that apply: \Box South Street Lot \Box 1st Street Lot \Box Chase Lot (non-permit only)

□ Spring Street Lot □ Wheeler & Spring St. Lot □ Upper CVS Lot □ Lower CVS Lot

Village of Warwick Streets:

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested:	5,	124	125	Rain Date Requested:	51	25/	25

Arrival Time: 8 A M Departure Time: 1 PM

Event Start Time: 10 Am Event End Time: 12 Alcon

SECTION 3: APPLICANT INFORMATION

Check one: Some Non-Profit Organization Commercial/Business Organization Family *For-profit activities are prohibited.

Applicant's Name/Responsible Party: DOWALD S. KICOVACE

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

Mailing Address of Responsible Party: 48 BRADY RQ WARWICK, MY 10990
Email Address: DONC DONKilcoyalf. Com Cell Phone: 917-880-5282
Proof of Town of Warwick Residency of Responsible Party: 🏾 🔊 Driver's License 🗆 Utility Bill
Name of Organization (if Applicable):
Name of Organization's Director(s)/Officer(s):
Organization's Phone: Email Address:
Mailing Address of Organization:
Physical Address of Oraganization:
SECTION 4: EVENT INFORMATION
Maximum Number of People Intended at the Event: $\frac{200}{1000}$ * If greater than 200 people, at any given time DO NOT complete this form. See instructions. # of Adults: $\frac{2000}{100000000000000000000000000000000$
Expected Number of Vehicles Intended at the Event:
Please explain the parking plan for the event: 6) E expect 1415 TO BE ARIMARILY A WALK. TO EVENT AND WILL ENCOURAGE ANY ORWERS TO CAR-POOL

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form:</i> FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE	Yes	_ No_ ∝
Music / Loudspeakers / Sound System If yes, explain: THIS WILL be ALWE READING, SUPPORTED BY ASTANDARD P.A. Location of Music/Loud Speakers/ Sounds System: CLOSE TO THE CORRED "PANHOW"	Yes_📈	_ No
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter</i> <i>from the Warwick Police Department approving the route and police resources.</i>	Yes	_ No_≪
Tent(s) Include a map detailing the placement of the tent(s). Date & time tent will be set up: $5/24/20$ $3 \cdot A \cdot M$. Date & time tent will be removed: $5/34/3$ $Y I P M$	Yes_X	_ No

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

SPECIAL REQUESTS:

CHECK YES OR NO

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

Use of Village of Warwick Restrooms Memorial Park and Stanley Deming Park only.	Yes No
Other Please explain:	Yes No

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

(excluding security deposit) TOTAL FEES: \$

SECTION 6: INDEMNITY & HOLD HARMLESS

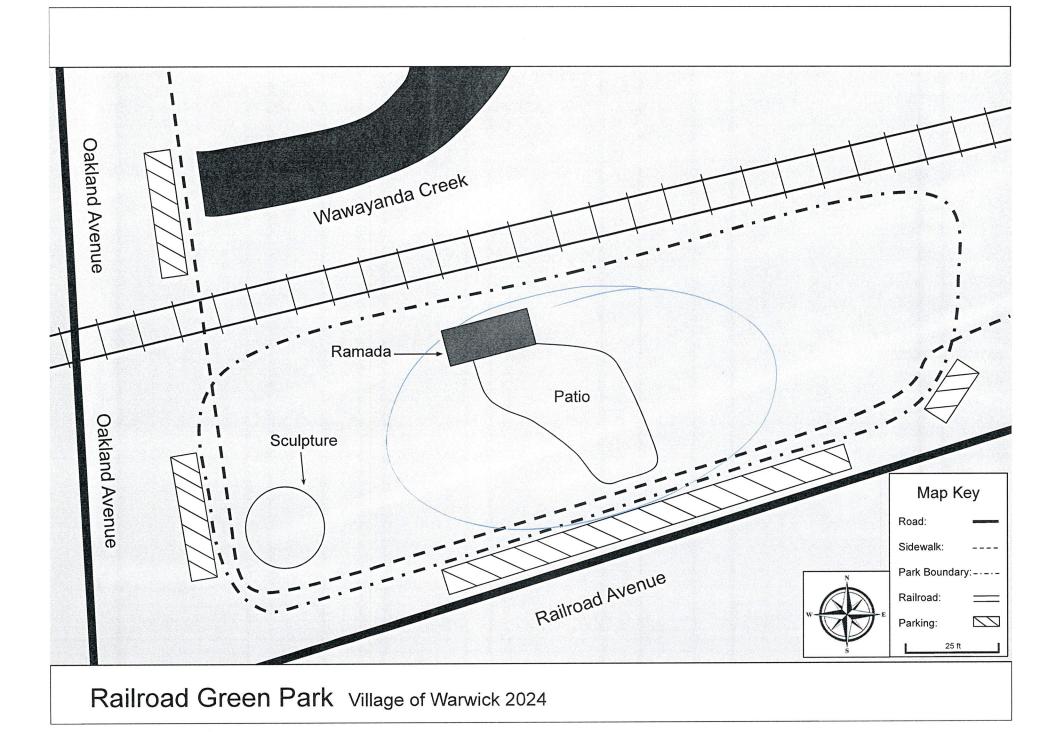
The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Pouries ideo yala (Name of Organization) does hereby covenant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

Don ALB S. K. C. YACK Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

4/20/25

Clerk Use Only: Security Deposit Check # 141 Certificate of Insurance / Host Liquor Liability no.



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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

Date 4/20/25

April 24, 2025

Village of Warwick Board of Trustees 77 Main Street Warwick, N.Y.10990

Dear Village Board:

This is to request the granting of a permit for the Warwick Wascals Senior Softball team to hold games on the "Over the 35" Field in Memorial Park from April 24th through October 26th. Games are scheduled on Sunday's from 9:00 AM to 12:30 PM and on Wednesday's from 5;00 PM to 8 PM.

If our schedule ever interferes with the Little League's schedule which I don't see as an issue, then the Warwick Wascals will find an alternative site for that particular contest.

Respectfully submitted,

2 Man

Charlie Marron

917 843 2147

chasmarron@gmail.com

i men 1954) 19 Groe Box 564 Anviek, NY 16509 19 Jane 20 Automatical Antonio Contractor and Automatical Antonio Contractor and Automatical Antonio Contractor
A CALENDARY AND BOALDER AND A CALENDARY AND A
<u>Facility Use Request Form</u> For Gatherings of Less Than 200 People
ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS
Date Request Submitted: $\frac{4/24}{2025}$
Title of Event:
Purpose of Event: Permit for WARWICK SENIOR Softball
SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY
□ Railroad Green □ Stanley-Deming Park □ Lewis Woodlands
□ Veterans Memorial Park □ Veterans Memorial Park Pavilion *Please use the attached map to indicate the specific area(s) to be used within each park.
 Village of Warwick Parking Lots - check all that apply: □ South Street Lot □ 1st Street Lot □ Chase Lot (non-permit only) □ Spring Street Lot □ Wheeler & Spring St. Lot □ Upper CVS Lot □ Lower CVS Lot
Village of Warwick Streets:
SECTION 2: DATE AND TIME REQUESTED
Date(s) Requested: $\frac{4}{24}$ $\frac{24}{25}$ · 10 $\frac{24}{25}$ Rain Date Requested:
Arrival Time: Departure Time: Set rlq heg f /effed
Event Start Time: Event End Time:
SECTION 3: APPLICANT INFORMATION
Check one: INon-Profit Organization □ Commercial/Business Organization □ Family *For-profit activities are prohibited. Applicant's Name/Responsible Party:
*Person of responsibility representing the organization must be a Town of Warwick resident.

Mailing Address of Responsible Party: Mistheky Cirele, Marwick
Mailing Address of Responsible Party:
Email Address: Chasmarroneg mail. Com Cell Phone: 917 843 21217
Proof of Town of Warwick Residency of Responsible Party:
Name of Organization (if Applicable): WARWICH WASLAS
Name of Organization's Director(s)/Officer(s):
Organization's Phone: Lee Chouc Email Address: Le above
Mailing Address of Organization: See about
Physical Address of Oraganization: Sec GLOVE
SECTION 4: EVENT INFORMATION 50
Maximum Number of People Intended at the Event: * If greater than 200 people, at any given time DO NOT complete this form. See instructions. # of Adults:# of People Under 18:
Expected Number of Vehicles Intended at the Event: 23
Please explain the parking plan for the event: Menorici Parking LoT
WILL VOUR EVENT INCLUDE.

WILL VOUR EVENT INCLUDE.

WILL YOUR EVENT INCLUDE:		CHECK IED ON	\underline{w}
Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form:</i> FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLI	E	Yes <u>ser</u> No <u>s</u>	
Music / Loudspeakers / Sound System If yes, explain: Location of Music/Loud Speakers/ Sounds System:	· ·	YesNo	
Parade, walk, road race, etc. Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.		Yes No	
Tent(s) Include a map detailing the placement of the tent(s). Date & time tent will be set up: Date & time tent will be removed:		Yes No	
		A.,	

RVs, Campers, Food Trucks, etc. If yes, explain:	Yes No
Admission Fee to Be Charged If yes, please list the admission fee:	Yes No 301
Alcohol Host Liquor Liability Insurance is required.	YesNo
Food will be served or sold If yes, explain the method of food distribution and disposal of trash:	Yes No
*A permit is required from the Orange County Department of Health when offer or selling any food to the public. It is the applicant's responsibility to contact th Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.	e No Roff Constant and Adda
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, et If yes, explain:	tc. Yes No
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with t</i> <i>application.</i>	the Yes No
Other Please explain:	YesNo

SPECIAL REQUESTS:

CHECK YES OR NO

. "

	<u> </u>	<u>/</u>
Road Closure	Yes	No
List road(s):	-	1. A
Closed between the hours of and Number of 'No Parking' meter bags requested, if applicable:		/
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of TablesNo. of Chairs	Yes	No
Use of Electricity	Yes	_ No
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	Yes	No
Use of Memorial Park Pavilion Lights	Yes	No

Use of Village of Warwick Restrooms Memorial Park and Stanley Deming Park only.	Section 2 − 2	Yes No
Other Please explain:		Yes No

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

TOTAL FEES: \$_____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

AXUNZY ASCAL ARPON

Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

Date

Clerk Use Only: Security Deposit Check #_____ Certificate of Insurance _____ Host Liquor Liability _____ Fees Received _____ Park Map(s) _____ Police Dept. Approval (if applicable) _____ Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

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

INDEMNITY & HOLD HARMLESS

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

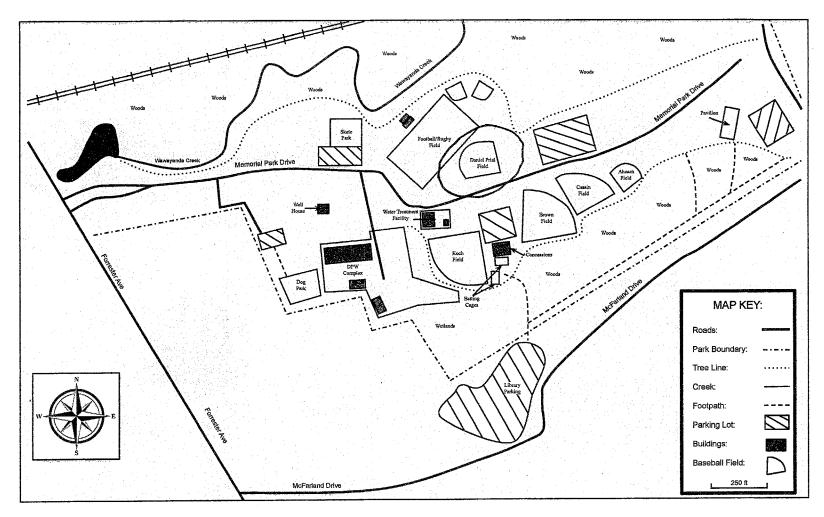
I have read and understand the Facilities Use Requirements:

Charles MARRON

Signature of Applicant/Responsible Party

Printed Name of Applicant/Responsible Party

10 | Page



VETERANS MEMORIAL PARK Village of Warwick 2024

Summer Concert Series 2025

ARTINE	(DAVIE)	TTIKA	WHILE STOM RE
Bees in the Barn - ADAM	5/30/2025	7:00	SD
NY Wind Symphony - MICHAEL	6/6/2025	7:00	RRG
Hudson Valley Jazz Festival - Michael	6/13/2025	7:00	SD
Daniel Villegas and Libre- ADAM	6/19/2025	6:30	RRG - using same set-up as Juneteenth performers
The Big Takeover - Adam	7/3/2025	7:00	RRG
High Street - ALLY	7/13/2025	5:00	RRG
Gunsmoke - MICHAEL	7/25/2025	7:00	SD
Uncle Shoehorn's Big Easy - ADAM	8/2/2025	7:00	RRG
Core Theater Group - ALLY	8/9/2025	7:00	SD
Galipote - ADAM	8/14/2025	7:00	RRG
Some guys and a broad - ALLY	8/30/2025	7:00	RRG
Luisito Rosario y su Orquesta - ADAM	9/6/2025	7:00	RRG
Ladies of the 80's - ALLY	9/19/2025	7:00	RRG

VILLAGE OF WARWICK LOCAL LAW NO. 1 OF THE YEAR 2025

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. <u>Amendment of Code:</u>

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

<u>§ 115-1 Purpose.</u>

(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 owneroccupied. 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. 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 or Registered Agent 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 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, <u>Fire Safety and Property Maintenance Inspections</u>, 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 that they are able to respond and attend the short-term rental property within at-least thirty-minutes of being notified of the need to do so. 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 short-term rental property within at least thirty-minutes of being notified of 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 polices are more restrictive than the terms hereof.

<u>§ 115-4 Registration of Property for Short-Term Rentals.</u>

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 shortterm 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, 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.

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Raina Abramson

From:	Suzanne Havell <shavell@wvcsd.org></shavell@wvcsd.org>
Sent:	Monday, May 5, 2025 1:23 PM
То:	Raina Abramson; Silvana Young
Cc:	CathyS; Deputy Clerk
Subject:	Re: Facility Use Request - Stanley Deming Park, Kindergarten Picnic

Hello -

We are hoping the group that was planned for tomorrow can go on our rain date of Thursday, May 8th. I believe you had that date already. If they also get rained out on Thursday, we would need Monday, May 12th.

The 2nd group is still hoping to go on Wednesday, but if that gets cancelled, we are looking at Tuesday, May 13th.

So 2 additional possible dates would be Mon and Tues, May 12th & 13th if both groups get rained out this week.

Let me know if you need anything else. Thank you!

Sue Havell

On Mon, May 5, 2025 at 1:15 PM Raina Abramson <<u>clerk@villageofwarwick.org</u>> wrote:

Hi Ms. Havell,

Cathy forwarded me your message about rescheduling the Sandfordville kindergarten field trips that were planned for this week.

Please send me an email with your proposed new dates at your earliest convenience. The park is available:

- Week of 5/12/25
- Week of 5/19/25
- 5/26/25 5/29/25
- 6/9/25-6/10/5
- 6/16/25, 6/18/25-6/20/25

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