

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



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mayor@villageofwarwick.org  
clerk@villageofwarwick.org

## VILLAGE OF WARWICK

INCORPORATED 1867

### **Village of Warwick Village Board Meeting – October 4, 2021**

Pursuant to Chapter 417 of the Laws of 2021 permitting local governments to hold meetings remotely and take such actions authorized by law without allowing the public to be physically present at the meeting due to safety concerns related to the delta variant of COVID-19, the Village of Warwick Village Board meetings will be conducted virtually through Zoom Videoconference until further notice or until the expiration of the law on January 15, 2022.

#### **To View the Meeting:**

**YOUTUBE LIVE** - The public may view the meeting live on the Village of Warwick, NY YouTube channel: <https://www.youtube.com/channel/UCK7D7KGbZF6nYfbcWGH6-VA>

**VILLAGE'S WEBSITE** – The public may view the meeting a day or so after its completion by going to the village's website: [www.villageofwarwick.org](http://www.villageofwarwick.org)

#### **To Comment - During Privilege of the Floor Only:**

**VIA EMAIL OR MAIL** - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
OCTOBER 4, 2021  
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: September 20, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ 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 Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

**Presentation**

1. Village of Warwick Recreation Director, Ron Introini – 2021 Summer Recreation Recap.
2. Warwick Lions Club – Pump Track.

**Privilege of the Floor**

**VIA EMAIL OR MAIL** - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org) or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

**Motions**

**Trustee Cheney's Motions:**

1. **MOTION** to hire Justin Trone to the position of Full Time Laborer at a salary of \$18.00 per hour in accordance with the Collective Bargaining Agreement with a start date to be determined by DPW Supervisor, Michael Moser.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

2. **MOTION** to accept the proposal from Barton & Loguidice, D.P.C. to provide professional services for the pursuit of affordable financing for the water system improvements through the NYSEFC WIIA program and authorize the Mayor to amend the existing Professional Services Agreement for those services at a lump sum cost of \$9,500.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

3. **MOTION** to accept the proposal from Realterm Energy US, L.P. dated August 18, 2021 for professional services for the LED Street Lighting Conversion project and authorize the Mayor to enter into an agreement with Realterm Energy.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

**Trustee Lindberg's Motions:**

4. **MOTION** to grant permission to the Village of Warwick Recreation Department to hold a Halloween Parade on Sunday, October 31, 2021. Lineup will be at 4:30 p.m. on Church Street. The parade will start at 5:00 p.m. and proceed down Main Street to Railroad Avenue. A police escort will be needed to lead the parade.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

5. **MOTION** to close Oakland Court, Welling Avenue and Orchard Street west of Elm Street on Sunday, October 31, 2021, from 4:00 p.m. until 8:00 p.m.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

6. **MOTION** to impose a Halloween curfew for all persons under the age of 18 unless accompanied by a parent or guardian on all Village streets and parks and other public areas in the Village of Warwick between the hours of 8:00 p.m. on Saturday, October 30 to 6:00 a.m. on Sunday, October 31, 2021, and again on Sunday, October 31, from 8:00 p.m. to 6:00 a.m. on Monday, November 1, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

7. **MOTION** to approve the budget modification and transfer request as per the Village Treasurer's memo dated September 27, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

8. **MOTION** to adopt the Village of Warwick Memorial Policy effective October 4, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
Trustee McManus \_\_\_ Mayor Newhard \_\_\_

9. **MOTION** to amend the Village of Warwick Schedule of Fees to include the heading 'Memorial Benches' effective October 4, 2021, as follows:

<u>Type of Fee</u>	<u>Amount</u>
Memorial Bench Application Fee	\$50
Memorial Bench Plaque Fee	\$150
Memorial Bench Fee Per Location -	

<u>Location</u>	<u>Model</u>	<u>Cost</u>
Stanley Deming Park	Worlds Fair	with back: \$1,500 without back: \$1,300
Stanley Deming Playground	Playground Material	<i>Contact Warwick Playground Dreams</i>
Memorial Park	Worlds Fair	with back: \$1,500 without back: \$1,300
Hallowed Ground	Worlds Fair	with back: \$1,500 without back: \$1,300
Lewis Woodlands Park	Rustic	<i>Price TBD – Made to Order</i>
Railroad Green	Worlds Fair	with back: \$1,500 without back: \$1,300
Village Streets	Worlds Fair	with back: \$1,500 without back: \$1,300

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
 Trustee McManus \_\_\_ Mayor Newhard \_\_\_

10. **MOTION** to amend the Village of Warwick Schedule of Fees to include the heading ‘Memorial Trees’ effective October 4, 2021, as follows:

<u>Type of Fee</u>	<u>Amount</u>
Memorial Tree Application Fee	\$50
Memorial Tree Marker Fee	\$400
Memorial Tree Fee	\$400

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_  
 Trustee McManus \_\_\_ Mayor Newhard \_\_\_

11. **MOTION** to adopt the Village of Warwick Cyber Security Guide & Policies effective October 4, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

12. **MOTION** to amend the existing Manage Service Agreement for Professional Services between the Village of Warwick and TCG Solutions dated March 1, 2021, to add a monthly charge of \$150.00 for Errors and Omissions Insurance Coverage and eighteen (18) online web portal email accounts at a cost of \$8.50 each, to increase the number of Hosted Email accounts from seventeen (17) to nineteen (19) at a cost of \$10.00 each and reduce the number of Sophos devices from thirty-nine (39) to twenty (20) at a cost of \$8.00 each, with a total monthly service charge increase of \$171.00 per TCG Solutions proposal dated September 28, 2021.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

13. **MOTION** to grant permission to Stacy Cordero to use the pavilion in Memorial Park on Saturday, October 9, 2021, from 4:00 p.m. to 9:00 p.m. to hold a birthday party, including the use of electricity, restrooms, tables and chairs. All activities must be in accordance with the Orange County and NYS Departments of Health. Completed park permit, proof of proper insurance, and security deposit have been received.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_ Mayor Newhard \_\_\_

14. **MOTION** to grant permission to Fit Body Boot Camp to use the pavilion and the surrounding grassy area in Memorial Park for outdoor fitness classes from October 5, 2021, to November 15, 2021, during the following times: Mondays - Fridays from 5:00 a.m. – 10:00 a.m. & 4:00 p.m. – 6:00 p.m. and Saturdays and Sundays from 7:00 a.m. – 10:00 a.m., including use of pavilion lights. Availability is subject to change based on further applications to use the pavilion. All activities must be conducted in accordance with the Orange County and NYS Departments of Health. Completed park permit, proof of proper insurance, security deposit, and facility use fee have been received.

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

Trustee Cheney \_\_\_ Trustee Lindberg \_\_\_ Trustee Bachman \_\_\_

Trustee McManus \_\_\_\_ Mayor Newhard \_\_\_\_

**Trustee Bachman's Motions:**

15. **MOTION** to approve the proposed Outside User Agreements for central sewer service and central water service requested by Pioneer Farm, LLC for the Pioneer Farm Subdivision property located at Carroll Drive, Warwick, New York and to appoint Pitingaro & Doetsch Consulting Engineers, P.C. as the Village of Warwick engineer for this application.

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

Trustee Cheney \_\_\_\_ Trustee Lindberg \_\_\_\_ Trustee Bachman \_\_\_\_

Trustee McManus \_\_\_\_ Mayor Newhard \_\_\_\_

**Final Comments from the Board**

**Executive Session (if applicable)**

**Adjournment**

**2021 Village of Warwick Recreation**  
**10/4 Village Board Presentation**

1. Introduction
2. Preparations for Summer Recreation:
  - A. Department of Health updates/other local programs
  - B. Online registration/website
  - C. Cleaning supplies
  - D. Limit participants
  - E. Contact Tracing procedures if needed
  - F. DOH guidelines reduced
3. Recap of Summer Recreation Programs:
  - A. Participant/staff numbers
  - B. Staff members roles
  - C. Parents role
  - D. Attendance records
  - E. Daily cleaning of equipment
  - F. Location of programs
  - G. Stanley Deming Park Program
4. Benefits of Programs
5. Closure

## Village of Warwick Recreation Summary

To: Michael Newhard  
Bill Lindberg  
Michael Sweeton

From: Ron Introini- Recreation Director

Mid year program summary-August 2021

The 2021 Village of Warwick Recreation Programs had a successful summer despite the threat of COVID-19. The recreation website was again up and running to assist people for information and registration purposes. This was the first year we registered online. Overall the registration process went well. Due to COVID-19 guidelines we needed to limit the number of participants for all of our programs. All of our programs supplied masks to children whose parents requested them. All equipment was cleaned and sanitized on a daily basis. This summer we did not have any reported positive COVID cases and we did not need to quarantine any staff or children.

The Stanley Deming Park Program was our largest recreation program this summer. One of the best adjustments we made at Stanley Deming Park this year was closing the park to the public while the program was in session. This made the program safer and more accommodating for our counselors. Although this summer was one of the wettest on record in a long time; we only had to cancel the park program 1 time this year.

At the Stanley Deming Park Program a wide variety of arts and crafts were made throughout the summer. Once again tie dye day was a big hit for the kids this summer. The following tournaments took place at Stanley Deming Park this summer: basketball, volleyball, soccer, dodgeball, quarterback challenge, obstacle course and touch football. To close out the program the kids participated in a talent show.

All of the sport specific activities (tennis, football, soccer, basketball, lacrosse, track, and cheerleading) were very successful in teaching the children sport skills, rules of the games and game participation. Olympic Week at our track program was a popular event. All children received medals for participating. The swim program was back this summer which is always a popular program.

As the summer is coming to an end the Village of Warwick Recreation Department would like to thank the Village of Warwick and Town of Warwick for their supporting funds for our programs.

The Village of Warwick Recreation Department would like to thank the Village Board, recreation staff, parents and children who all played an important role in making this a safe and successful summer for our recreation programs.

Possible upcoming projects:

AED at Stanley Deming Park/Outdoor Pool consideration/Return of Halloween Parade

# 2021 Village of Warwick Recreation Summer Participation Numbers

<u>Program</u>	<u>Total</u>	<u>Town</u>	<u>Village</u>
Park Program	150	95	55
Swimming	152	97	55
Football	24	17	7
Basketball	50	33	17
Tennis	120	85	35
Track	100	68	32
Cheerleading	25	17	8
Soccer	76	50	26
Lacrosse	50	40	10
Totals:	747	502 (67.2%)	245 (32.8%)

## **Raina Abramson**

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**From:** Lisa Cav. <redvespa7@gmail.com>  
**Sent:** Wednesday, September 29, 2021 6:53 PM  
**To:** Raina Abramson  
**Cc:** Lisa  
**Subject:** Removal of Large Tree on Dunning Rd.

We wish to have our comments read aloud during privilege of the floor at the next Board Meeting, 10/4/2021 Thank you

Dear Village Board of Warwick, NY

There is a dead Village tree on Dunning Rd. that is within close proximity to our home as well as the neighborhood power lines. We have reached out via letter on 6/2020. We've had two Village representatives come out to look at the tree. They have declared the tree not the responsibility of the Village.

We have recently obtained a survey map from the county, clearly showing all lot lines near the tree. The tree is part of the village easement/roadway. One of us visited the Village Hall office of Boris Rudzinski the week of 9/20/2021. We looked over the lot lines regarding the tree. This visit only confirmed for us that the tree is not on our property.

We have also reached out to a tree service for an estimate on removal of the tree. The proposal came to \$1800.00 to cut and remove entire tree. OR \$1400.00 to cut down but leave wood to be removed by others, perhaps the DPW? Either option is a bargain considering the immense size and girth of the tree!

Our home is located at #13. We would like to hear from the Village as soon as possible so we can address removal of this potential hazard.

Thank you,

Lisa & Bill Cavanagh  
13 Dunning Rd.  
Warwick, NY

## Raina Abramson

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**From:** Tamer Mohamed <tamer.almanar@gmail.com>  
**Sent:** Sunday, September 19, 2021 4:25 PM  
**To:** Raina Abramson  
**Subject:** Village meeting October 4th; pump track

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

--Greetings,

I am one of the residents of Warwick, my two kids go to Warwick valley school district. We are super excited and totally in support of the Pump track idea.

It provides a safe place for our kids to play with their bikes. We need our elected board and Mayor to help get this done for the Warwick kids.

Please, I want this message to be read in the minutes of the coming village meeting.

Kindest Regards,

*Tamer M Mohamed*

**Cell phone: +1 202 848 9492**  
**Email: [tamer.almanar@gmail.com](mailto:tamer.almanar@gmail.com)**

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## Raina Abramson

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**From:** Ellen Mullin-Currid <ellenmullin@yahoo.com>  
**Sent:** Saturday, September 25, 2021 2:12 PM  
**To:** Raina Abramson  
**Subject:** Pump Track

Hi there,

I heard that the Warwick Lions Club is looking to build a Pump Track in Memorial Park. This would be a great addition to our town. You have our support!

Ellen Currid  
5 Mayflower Ct  
Warwick, NY

Sent from my iPhone

## Raina Abramson

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**From:** Alex Raynor <raynorad191@gmail.com>  
**Sent:** Saturday, September 25, 2021 9:32 PM  
**To:** Raina Abramson  
**Subject:** Pump track

There is a very large community of bicycle riders in warwick who would benefit from this. Some type of a mountain bike/walking paths through the woods would be awesome as well.

This would be a huge win for Warwick and our youth would benefit greatly. In a world where our youth are pulled in so many negative directions we need more things like this to give them a positive outlet to spend their time and energy.

Thank you,  
Alex Raynor

Sent from my iPhone

## Raina Abramson

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**From:** Derek Linguanti <dlinguanti415@gmail.com>  
**Sent:** Sunday, September 26, 2021 7:51 AM  
**To:** Raina Abramson  
**Subject:** Pump track

Hello,

I strongly agree with putting a pump track in manorial park. We have a very large mountain bike community in Warwick and would love to see the younger generations get involved. The proposed skate park is a great idea and a track like this will bring in even more kids. Please keep me updated on this as I am very interested in helping build something like this for our community.

Best,  
Derek

Sent from my iPhone

## Raina Abramson

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**From:** Danielle Dziedzic <danielledz81@gmail.com>  
**Sent:** Sunday, September 26, 2021 7:58 AM  
**To:** Raina Abramson  
**Subject:** Pump track

To Whom It May Concern:

I am writing to you in regards to installing a pump track Memorial Park in Warwick.

I believe that a pump track would be extremely beneficial to the community especially to those who are younger and interested in learning more about cycling.

If you look at the pump track in West Milford, New Jersey, you will see how the community has benefited from such a project. People of all ages can enjoy the pump track.

Please consider adding this valuable asset to our community.

Sincerely,

Danielle Dziedzic

## Raina Abramson

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**From:** Cathy Casse <ccasse01@yahoo.com>  
**Sent:** Monday, September 27, 2021 7:48 AM  
**To:** Raina Abramson  
**Subject:** Pump track

I support the pump track.

Catherine Casse

## Raina Abramson

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**From:** Lane Paulsen <lanepaulsen@yahoo.com>  
**Sent:** Monday, September 27, 2021 8:28 AM  
**To:** Raina Abramson  
**Subject:** Pump track

Hi!

I heard about the proposed pump track - that could be an awesome addition to the park! My son is a freshman at WVHS, and part of a crew that loves mountain biking. They head to Stewart and Waywayanda whenever the dads can drive, but something in town would be great for them! Thanks!

Lane Paulsen  
917.648.7611

Sent from Yahoo Mail on Android

## **Raina Abramson**

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**From:** Brian Roerden <broerden@yahoo.com>  
**Sent:** Tuesday, September 28, 2021 1:50 PM  
**To:** Raina Abramson  
**Subject:** Pump Track

To whom it may concern;

I am writing this in support of the proposed pump track in memorial park. The track will be beneficial to the community in many ways. A small investment in our community that will pay huge dividends in the future.

The pump track will benefit the youth as an alternative to sitting indoors, playing games on cellphones or their computer consoles. Not only will it get our kids off the couch and on to a bike, it is a chance for them to have a hobby other than who has the most likes on social media platforms. A chance for these kids to see the beautiful village they live in through their own eyes instead of the lens of their or someone else's cell phone.

More outdoor activities is better for everyone! In a time when people are afraid to gather indoors with people outside of their normal circles. This will be a great way to get people together safely and possibly get in shape while they're doing it!

An investment in our community and our youth is never a wasted investment!

Please consider our request to install a pump track in memorial park.

Thank you,

Brian Roerden

## Raina Abramson

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**From:** Brad Barlow <wheelsupbikerepair@gmail.com>  
**Sent:** Wednesday, September 29, 2021 11:59 AM  
**To:** Raina Abramson  
**Subject:** Pump Track Interest

Hello!

I am Brad Barlow, I am the owner of Wheels Up Bikes, a mobile bike shop serving Warwick & Orange County.

I have grown up in Warwick, spent many years riding at the skate park, the trails at hickory hill and all along the beautiful roads we have. Warwick has a lot to offer and a pump track would be an excellent addition to the community.

I'd like to know how me personally as well as with Wheels Up can do to support this initiative. My contact information is below.

Kind regards,  
Brad Barlow  
Wheels Up Bikes  
973 906 6221

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Best,  
Brad  
Wheels Up Mobile Bike Repair  
973 907 6221  
[www.wheelsupbikes.com](http://www.wheelsupbikes.com)

## Raina Abramson

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**From:** Christine A Adams <christine.a.adams.iwva@statefarm.com>  
**Sent:** Wednesday, September 29, 2021 1:57 PM  
**To:** Raina Abramson  
**Subject:** Proposed Pump Track

I would like to express my support for a pump track in Memorial Park. I think this is a good way for children – or adults – that live in the village (or town) to be able to ride their bicycles without worrying about traffic. It gives them a place to go to meet their friends and get some exercise instead of staying home playing video games or being bored and getting into trouble.

Thank you.

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### Christine A Adams

Office Manager  
Williams Ins and Fin Svcs Inc  
65 Main St. Ste 101  
Warwick, NY 10990  
business: 845-986-7100 | fax: 845-987-7104  
christine.a.adams.iwva@statefarm.com  
[www.warwickins.com](http://www.warwickins.com)



## Raina Abramson

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**From:** Gordon <gwillcoxri@gmail.com>  
**Sent:** Sunday, September 26, 2021 10:37 AM  
**To:** Raina Abramson  
**Subject:** Proposed Pump Track in Veterans Park - OPPOSED

Mayor and Board of Trustees,

Please find a copy of an email I sent to the Mayor and Members of the Board of Trustees on October 7, 2020 with my concerns and opposition to the proposed pump track in Veterans Park.

I want to thank Trustee Bachman for his response. I heard nothing from the Mayor or other Trustees.

It is my understanding that the Lions Club continues to pursue this project.

I remain strongly opposed to further destroying the natural beauty and landscape of Veterans Park and recommend this narrowly focused initiative be declined for any location in the Village. It seems that if it is deemed necessary to have such a facility at all in the Town of Warwick, there are numerous sites in the various Town Parks more suitable than Veterans Park.

**ordon <[gwillcoxri@gmail.com](mailto:gwillcoxri@gmail.com)>**

to mayor, cheney, lindberg, mcmanus, bachman



Dear Mayor Newhard and Members of the Board of Trustees,

First, I want to thank each of you for your receptivity in listening to the voices of concerned Village taxpayers and recently deciding to select an alternative location for the proposed skatepark.

I am writing to you to express significant concerns with the location of the new proposed pump track. I did try to call in during the Board meeting on October 5, but no one answered the phone. I also sent a chat message during the meeting, but never heard anything on that mentioned either.

I, and many other individuals I know in Warwick, are astounded that a proposal for further destroying trees and the natural landscape in Veterans Memorial Park has reached the Board of Trustees.

If the Village were to take a methodical data driven approach to the short- and long-term development plan for the Park and survey the frequency of use of the Park by taxpayers of the Village and the Town, the Village would certainly learn that the primary users of the park throughout the year are walkers and hikers. There are literally hundreds of walkers and hikers using the Park each week. These numbers have grown significantly since the beginning of the COVID-19 pandemic. My wife and I walk in the Park 4-5 times a week and drive by the Park on McFarland Drive 4-5 times daily. So, we see what we see.

My recommendation to the Mayor and Members of the Board of Trustees is that the proposed pump track not be constructed in Veterans Memorial Park.

The Village has very limited park space for the enjoyment of the natural environment for the taxpayers. Cutting down trees, destroying fields, creating unsightly dirt fields and mounds of dirt in Veterans Park in my opinion is unconscionable.

I strongly urge you to decline this proposal for the proposed pump track.

Furthermore, I propose that you consider a complete and permanent moratorium on any and all further development of Veterans Memorial Park.

The development plan should be to retain and enhance a natural environment of Veterans Park. Existing trees and fields should remain as they are. The planting of more trees and shrubbery to enhance the natural beauty of the Park should be the only objective of a master development plan.

The taxpayers of the Village of Warwick deserve one park with the natural beauty of our environment. Please enhance the beauty of our natural environment in Veterans Memorial Park – do not continue to contribute to its destruction.

Please feel free to contact me to discuss as you wish.

Sincerely,

Gordon Willcox  
2 White Oak Street  
Warwick  
[gwillcoxri@gmail.com](mailto:gwillcoxri@gmail.com)  
973-632-5646





## Proposed Pump Track

[mcmanus@gmail.com](mailto:mcmanus@gmail.com)>

, mcmanus, bachman

and Members of the Board of Trustees,

Thank you for your receptivity in listening to the voices of concerned Village taxpayers and recently deciding

to express significant concerns with the location of the new proposed pump track. I did try to call in during the meeting. I also sent a chat message during the meeting, but never heard anything on that mentioned either.

My friends and individuals I know in Warwick, are astounded that a proposal for further destroying trees and the natural land

is to make a methodical data driven approach to the short- and long-term development plan for the Park and surrounding town, the Village would certainly learn that the primary users of the park throughout the year are walkers using the Park each week. These numbers have grown significantly since the beginning of the COVID-19 pandemic. Veterans Park on McFarland Drive 4-5 times daily. So, we see what we see.

My hope to the Mayor and Members of the Board of Trustees is that the proposed pump track not be constructed in

limited park space for the enjoyment of the natural environment for the taxpayers. Cutting down trees, destroying Veterans Park in my opinion is unconscionable.

I would like to decline this proposal for the proposed pump track.

I would like to request that you consider a complete and permanent moratorium on any and all further development of Veterans

should be to retain and enhance a natural environment of Veterans Park. Existing trees and fields should enhance the natural beauty of the Park should be the only objective of a master development plan.

Village of Warwick deserve one park with the natural beauty of our environment. Please enhance the beauty and do not continue to contribute to its destruction.

Contact me to discuss as you wish.

973-632-5646



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*Gordon Willcox*

## Raina Abramson

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**From:** Lissa Scott <scottlady@aol.com>  
**Sent:** Sunday, September 26, 2021 10:14 PM  
**To:** Raina Abramson  
**Subject:** pump track

I have become aware that the Lions Club is once again suggesting a pump track in Veterans Park. There are many facilities for the young people in the town already, in many different locations, and that it as it should be. However, there are a number of active adults in the town for whom little is offered. There could be lovely trails at Wickham Woods, for example. Walking trails with exercise stations were proposed for Veterans Park, but they were not developed. More benches could be installed throughout the village.

Most importantly, Veterans Park is very heavily used by walkers (could be even more with the exercise stations). It is not an area that should have even more trees taken out to have the very unsightly pump track built. This would totally interfere with the walkers and runners. I wish to go on record as vehemently opposing such an intrusion.

*Lissa (Phyllis) Scott*

## Raina Abramson

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**From:** Charlene Hirschberg <CharleneNY@outlook.com>  
**Sent:** Tuesday, September 28, 2021 6:42 PM  
**To:** Raina Abramson  
**Subject:** Pump track

To Mayor Newhard and the Village Board,

I am very concerned about the proposal for a pump track at Memorial Park. I think this type of proposal would be better addressed by the Town of Warwick, perhaps at the town park.

There is a limited amount of open space in Memorial Park, the space that so many residents used during COVID restrictions, and continue to use as a respite from work/home/Zoom. Passive recreation space has been touted as some of the best use for open space.

Furthermore, we have waited several years for the promised Bocce courts. This is a better use for recreational space in Memorial Park, and would benefit all residents, including innumerable senior citizens who live within walking distance of Memorial Park.

I appreciate if you would read my letter at the meeting at which the pump track is on the agenda.

Respectfully,  
Charlene Hirschberg

September 29, 2021

To: Mayor Newhard and the Warwick Village Trustees

First, I would like to thank the Mayor and the members of the Village Board of Trustees for all that you do on behalf of the residents of Warwick.

It is my understanding that there is a proposal by the Lions Club to “partner” with the Village on an installation of a pump track in Memorial Park. I am writing to express my concerns with the installation of such a track in not only Memorial Park but any of the Village parks. Some of my concerns are cited below.

- There is limited space in the Village parks so any installation should be based on an analysis of need and benefit to the overall community. There are numerous other areas in the Town that would be more suited to such an installation if one is deemed necessary and desirable.
- While I support youth recreational facilities there are also recreational needs of adults and seniors that are currently not being addressed. Installations such as bocce courts, picnic areas, conversation pits, and walking/activity paths would be beneficial to all.
- Given the limited space in the Village I strongly recommend that both a short and long term plan be developed prior to moving forward with this or any other unplanned installations.
- Memorial Park has been a blessing during the pandemic. The number of walkers throughout the day as well as use of the pavilion has increased significantly. An installation of a pump track in this area will infringe on those using currently enjoying this area of the park.
- The aesthetics of the park will be substantially impacted by the proposed pump track. Placement of any such track should consider the impact on the natural beauty of the surrounding area. For example, the pump track in nearby West Milford is placed so that it is not visible to the general public.
- What is meant by partnering? What is the cost to install and maintain the pump track? Are there sufficient personnel and costs that should be devoted to this given the other needs facing the Village.

Thank you for taking the time to consider my concerns. Please feel free to contact me with any questions.

Respectfully submitted,  
Barbara Bald

## Raina Abramson

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**From:** Peter <enzoholly@gmail.com>  
**Sent:** Thursday, September 30, 2021 10:01 AM  
**To:** Raina Abramson  
**Subject:** Pump Track

To: Mayor Newhart and the Warwick Village Trustees,

We would like to take this opportunity to thank the Village Trustees for the time and dedication they have given to make Warwick the beautiful village it is.

However, we are greatly concerned to hear that there is a proposal by the Lion's Club to partner with the Village and install a pump track in Memorial Park. The "Purpose and Ethics" as stated within Lion's Club documents is to "champion kindness in our communities and actively work to improve the lives of all people". A pump track, that destroys the environmental beauty of the park and benefits a small minority does not seem to fit their philosophy. Is this an example of a small interest group trying to push their agenda?

Memorial Park is a place of beauty, that has been developed to benefit both our youth, sports fields, as well as a walking trail and picnic pavilion that are enjoyed by all. This has been done with minimal environmental impact on the land. The instillation of a pump track would change the look and feel of this beautiful park. We believe that with climate change that all of us are facing the removal of the number of trees that a pump track would require would be a "slap in the face" to those of us who are concerned about leaving the earth a better place for our grandchildren.

We hope that you take a stand against the Lion's Club and this special interest group and tell them a pump track, in Memorial Park, is not in the best interest of the village and its residents.

Respectfully submitted,  
Peter & Linda Rhoads

Sent from my iPad

## MEMO

**Date:** September 29, 2021  
**To:** Mayor Newhard & The Village Board  
**From:** Michael Moser, DPW Supervisor  
**Re:** Full Time DPW Laborer

Motion to Hire Justin Trone as Full time Laborer; Per recommendation of DPW Supervisor. Hiring rate \$18.00 per hour in accordance with Collective Bargaining Agreement. Start dates to be determined by DPW Supervisor.

# Barton & Loguidice

September 30, 2021

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

Re: Professional Grant Writing Services Proposal  
2021 WIIA Application for Water System Improvements

File: 702.4519

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to present the Village of Warwick (Village) with this proposal to provide professional services for the pursuit of affordable financing for water system improvements through the NYSEFC WIIA program. This funding would be to complete the highest recommended priority improvements in our July 2021 Preliminary Engineering Report (PER).

B&L proposes to provide the following Scope of Services based upon our understanding of the project and associated discussions with the Village of Warwick:

## Scope of Services

### Water Infrastructure Improvement Act (WIIA)

The NYS Environmental Facility Corporation releases grant application requests that fund engineering and design of water infrastructure projects. The grant covers 60% of eligible project costs (both engineering and construction) with a grant cap of \$3M. The deadline for the application is November 22, 2021

This application requires the Village to pass a bond resolution for the project as well as complete the SEQRA process.

1. B&L will prepare the WIIA application in accordance with EFC guidance and provide the Village with a copy of the draft application for review.
2. Meet with the Village, via conference call, to review the draft application and coordinate submission of the information electronically.
3. SEQRA Process
  - State Environmental Quality Review Act (SEQRA)  
B&L will assist with the completion of the Long Environmental Assessment Form (LEAF) Parts 1 to 3, as needed. Draft resolutions for the required SEQRA steps will be provided by B&L. It is assumed that B&L will manage the coordinated review processes and outreach for the actions on behalf of the Village. If any of the SEQRA processes result in a positive declaration determination, additional scope and fee will be required to continue to assist the Village with their SEQRA obligations.



A copy of the final SEQRA resolution and a summary of the completed process will be included.

- Cultural and Historic Resources  
Online submissions for each work category will be made using the State Historic Preservation Office's (SHPO) Cultural Resource Information System (CRIS). We assume that No Effect or No Adverse Effect letters will be issued by SHPO for each set of projects and that no additional information requests will be made. This scope and fee does not account for supplemental investigations or surveys that SHPO could, though is not expected to, request.
- Threatened and Endangered Species  
Database queries will be made online and submitted to retrieve records of state and federal protected species for the proposed work locations. No additional services are included at this time.

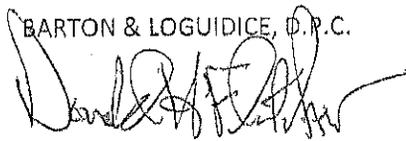
4. Submit application and associated documentation in accordance with NYSEFC's deadline.

**Fee for Services**

Barton & Loguidice, D.P.C., proposes to provide the Scope of Services outlined herein for a lump sum fee of \$9,500 for the above-noted Scope of Services. If additional services are requested, they will be provided at our standard billing rates in effect at the time the services are requested.

Thank you for this opportunity to be of continued service to the Village of Warwick. If this proposal is found to be acceptable to the Village, this work can be authorized by signing below, and returning one (1) digital copy of the proposal.

Sincerely,

BARTON & LOGUIDICE, D.P.C.  


Donald H. Fletcher, P.E.  
Senior Vice President

DHF/

**Authorization to Proceed**

Barton & Loguidice, D.P.C., is hereby authorized by the Village of Warwick ("Owner") to proceed with the services described herein in accordance with our Master Services Agreement

\_\_\_\_\_  
Honorable Michael J. Newhard, Mayor  
Village of Warwick

\_\_\_\_\_  
Date

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

**Budget Modification Request**

**For Board of Trustees Approval - Meeting on 10/4/21**

For approval to transfer available appropriations for the following Fiscal Year 2021-2022 budget account lines:

**GENERAL FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A5110.1000	Streets - Personal Service	452,348.28	10,000.00	Variance for Actual Payroll Distribution DPW	A7140.1000	Parks - Personal Service	(2,650.42)	10,000.00
<b>TOTAL</b>			<b>10,000.00</b>		<b>TOTAL</b>			<b>10,000.00</b>

Respectfully submitted,

Sadie Becker  
 Village Treasurer

Backup Documentation: Negative Balance Listing Report

Report Date: 9/27/21

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

Account No	Description		Expended	Transfers	Reimbursed	Canceled	Balance	%Used
	Budgeted	Encumbered						
A-7140-1000	Parks - Personal Service		34,264.42	0.00	0.00	0.00	2,650.42-	108.38
<b>Fund Total</b>	31,614.00	0.00	34,264.42	0.00	0.00	0.00	2,650.42-	108.38
<b>Year Total</b>	31,614.00	0.00	34,264.42	0.00	0.00	0.00	2,650.42-	108.38

# VILLAGE OF WARWICK

## MEMORIAL POLICY

*Adopted & Effective:* \_\_\_\_\_

### **Trees, Benches and Plaque/Marker Memorials to be placed in the Village of Warwick.**

It is the intent of the Village of Warwick Board to allow the placement of privately donated memorials in Village of Warwick to honor the memory of a resident of the Village. The following policies, procedures and criteria are intended to respectfully regulate the types of memorials and proper locations through a coordinated process and approvals as well as the applicable fees for the memorial.

### **Application Process**

Those seeking permission to place a memorial in a Village Park must file an application to the Village Clerk. Memorials shall be considered for only those individuals who have resided in the Village of Warwick for a portion of their lives. Once submitted, the application will be reviewed by the Memorial Review Committee. Applications are available in the Village Clerk's Office or on the village's website.

### **Memorial Review Committee**

- Mayor
- Village Park Liaison
- DPW Supervisor
- Shade Tree Commissioner

### **Memorial Placement Criteria**

The Committee shall make every effort to accommodate submitted requests but cannot guarantee that proposed memorial locations will be approved if it is determined that any of the following factors is applicable. If applicable, another location can be proposed:

- A certain location has met a saturation point; or
- The proposed memorial would create a hazard or nuisance at the requested location; or
- The proposed memorial would interfere with or impede pedestrian or vehicular travel; or
- Any other basis deemed proper and necessary by the Committee.

Locations and any structure, engravings or plaque/marker literature must be approved by the Committee. The Village reserves the right to remove or relocate the structure if the Village determines that removal or relocation is in the Village's best interest. The Village will make every reasonable effort to maintain the structures but will not be responsible for acts of nature and damage or vandalism. Non-perishable items, such as photos, plastic flowers and beads are not permitted and will be removed.

## Types of Memorials

### 1. Memorial Trees

Trees shall be selected based on environmental factors such as park habitat, size, and species. The selection of trees, along with desired location shall be decided by the Committee. Trees purchased will be the size of a 2" or more caliper deciduous and/or 6' tall coniferous tree. The Village shall furnish and make every reasonable effort to maintain trees, but will not be responsible for acts of nature, survivability of trees, damage, or vandalism to them. Cost to purchase and plant a tree along with a marker shall be the responsibility of the donor. Non-perishable items, such as photos, plastic flowers and beads are not permitted and will be removed.

#### List of Approved Trees:

Red Maple	Magnolia	White Spruce
Sugar Maple	Eastern Redbud	Winter King Hawthorn
Sweetgum	Pin Oak	Bald Cypress
Red Oak	Sycamore	River Birch
White Oak	Shadblow	Tulip
Flowering Dogwood	White Pine	Tupelo

#### Markers for Trees

- Holly Bronze Marker 12" x 6.5 "up to 4 lines of text and 30 characters/spaces per line.
- Cost of marker will be the donor's responsibility.
- Village will furnish the marker.

#### All bronze markers shall contain standard wording limited to the following list of choices:

- Dedicated to (names)
- Donated by (names)
- In memory of (names)
- In loving memory of (name)
- Dedicated to the memory of (name)
- Given to loving memory of (name)
- In tribute to (name)In appreciation of (name)
- Birth and death dates
- Title and/or rank and/or United States Military Service/Police/Fire Department Organization
- From friends and family

## 2. Memorial Benches

### List of Approved Locations and Benches:

<u>Location</u>	<u>Model</u>
• Stanley Deming Park	Worlds Fair - with & without back
• Stanley Deming-Playground	Playground Material – <i>Contact Warwick Playground Dreams</i>
• Hallowed Ground	Worlds Fair - with & without back
• Lewis Woodlands	Rustic – <i>Made to Order</i>
• Memorial Park	Worlds Fair - with & without back
• Railroad Green	Worlds Fair - with & without back
• Village Streets	Worlds Fair - with & without back

### Plaques for Benches

- Holly Bronze Plaque 7" x 2.25" 3 lines of text.
- Cost of plaque will be the donor's responsibility.
- Village will furnish the plaque.

### Memorial Fees

The Village Board shall set by resolution such application fee, tree fee, marker fee, bench fee, and bench plaque fee for Memorial Trees and Benches as it may find appropriate, payable to the Village of Warwick, and such fees shall be listed in the Village's Schedule of Fees. Such fees shall be non-refundable.

### Memorial Maintenance

The Village reserves the right to remove and relocate any memorial that conflicts with any future park improvement project(s) taking place at said location, or any reason deemed necessary by the Village. The Village will make every effort to contact the original donor or their family members to coordinate the relocation of the memorial to a suitable location.

## VILLAGE OF WARWICK MEMORIAL BENCH & PLAQUE APPLICATION

The Village of Warwick is pleased to offer a memorial program to honor and remember friends and relatives. The program is designed to assist the Village through donor funding to adopt benches that have been identified as appropriate and suitable for the site.

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**MEMORIAL BENCHES: Circle one location. For Worlds Fair model bench, circle with or without back.**

<u>Location</u>	<u>Model</u>	<u>Cost</u> *Subject to Change
• Stanley Deming Park	Worlds Fair	w/back <u>\$1,500</u> w/out back <u>\$1,300</u>
• Stanley Deming Playground	Playground Material	Contact Warwick Playground Dreams
• Memorial Park	Worlds Fair	w/back <u>\$1,500</u> w/out back <u>\$1,300</u>
• Hallowed Ground	Worlds Fair	w/back <u>\$1,500</u> w/out back <u>\$1,300</u>
• Lewis Woodlands Park	Rustic	Price TBD – Made to Order
• Railroad Green	Worlds Fair	w/back <u>\$1,500</u> w/out back <u>\$1,300</u>
• Village Streets	Worlds Fair	w/back <u>\$1,500</u> w/out back <u>\$1,300</u>

**MEMORIAL PLAQUE:** Holly Bronze Plaque 7" x 2.25"

**1<sup>st</sup> Line Options - PLEASE CIRCLE ONE**

- Dedicated to    •Donated to    •In memory of    • In Loving Memory  
•Dedicated to the Memory of    •Given to Loving Memory of

**2<sup>nd</sup> Line Name:**(up to 30 characters) Ex: First, Middle, Last

**3<sup>rd</sup> Line:** (up to 8 Characters) Ex: 04.25.21

RETURN COMPLETED FORM TO: VILLAGE CLERK, 77 MAIN STREET, WARWICK, NY 10990.  
CHECKS PAYABLE TO THE VILLAGE OF WARWICK. ALL FEES ARE DUE AT TIME OF APPLICATION.

**Application Fee:** \$50.00

**Bench Fee:** \$ \_\_\_\_\_

**Plaque Fee:** \$150.00

*\*See above list for cost.*

**Total Fee(s):** \_\_\_\_\_

**Check Number:** \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**Memorial Bench & Plaque Guidelines**

- The locations of any bench and plaque must be approved by the Village of Warwick Memorial Review Committee.
- At the donor's option the name of the loved one memorialized or honored will be inscribed on an approved plaque to be placed on the bench. The plaque is optional.
- The fee to purchase the bench, along with the plaque, will be the responsibility of the donor and must be submitted with the complete application, payable by check to the Village of Warwick.
- If applicable, plaque shall be Holly Bronze 7" x 2.25"
- The Village reserves the right to remove or relocate if the Village determines that removal or relocation is in the Village's best interest.
- Non-perishable items, such as photos, plastic flowers and beads are **not permitted** and will be removed.

Persons wanting to participate in the memorial bench program must complete this application and submit to the Village of Warwick's Clerk's Office, 77 Main Street, Warwick, New York, 10990. Any questions, please call the Village Clerk's office at 845-986-2031.

The Village will make every reasonable effort to maintain the benches but will not be responsible for acts of nature and damage or vandalism to benches. Village has sole and absolute discretion to make repairs or replace memorial benches but shall not be required to replace or repair.

Your purchase of a bench helps beautify our Village, creates a sense of ownership, and provides a meaningful amenity for users of the outdoors can enjoy and appreciate as time goes by. You are encouraged to take advantage of this opportunity to remember a loved one with a lasting tribute.

**I have read and understand the above Memorial Bench & Plaque Guidelines:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY:**      APPLICATION:   APPROVED \_\_\_\_\_   NOT APPROVED \_\_\_\_\_

APPROVED WITH CONDITIONS (explain)

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

**For Approval:**

\_\_\_\_\_  
Signature of Village Representative

\_\_\_\_\_  
Printed Name of Village Representative

\_\_\_\_\_  
Date

## VILLAGE OF WARWICK TREE MEMORIAL & MARKER APPLICATION

The Village of Warwick is pleased to offer a memorial tree program to honor and remember friends and relatives. The program is designed to assist the Village through donor funding to purchase trees that have been identified as appropriate and suitable for the site.

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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### MEMORIAL TREES: (circle one)

Bald Cypress	Red Maple	Sweetgum	White Pine
Eastern Redbud	Red Oak	Sycamore	White Spruce
Flowering Dogwood	River Birch	Tulip	Winter King
Magnolia	Shadblow	Tupelo	Hawthorn
Pin Oak	Sugar Maple	White Oak	

MEMORIAL MARKER: Holly Bronze Plaque 12" x 6.5" with 18" Slanted Tree Stake

### 1<sup>st</sup> Line Options – PLEASE CIRCLE ONE

- *Dedicated to*
- *Donated to*
- *In memory of*
- *In Loving Memory*
- *Dedicated to the Memory of*
- *Given to Loving Memory of*

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2<sup>nd</sup> Line Name:(up to 30 characters) Ex: First, Middle, Last

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3<sup>rd</sup> Line: (up to 8 Characters) Ex: 04.25.21

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4<sup>th</sup> Line: (up to 30 Characters) Ex: from family & Friends

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RETURN COMPLETED FORM TO: VILLAGE CLERK, 77 MAIN STREET, WARWICK, NY 10990.  
CHECKS PAYABLE TO THE VILLAGE OF WARWICK. ALL FEES ARE DUE AT TIME OF APPLICATION.

Application Fee: \$50.00      Tree Fee: \$400.00      Marker Fee: \$400.00      Total Fee(s): \_\_\_\_\_

Check Number: \_\_\_\_\_

---

Applicant Signature

---

Date



# Managed Services Proposal

## TCG Solutions

2 Overlook Drive  
Warwick, New York 10990



---

### Managed Service for Village of Warwick

Date	Services Performed By:	Services Performed For:
September 28, 2021	TCG Solutions 2 Overlook Drive Warwick, New York 10990	Village of Warwick 77 Main Street Warwick, NY 10990

---

PROPOSAL FOR IT SERVICES; (REVISED as of 10/1/21 TO INCLUDE Errors and Omissions Insurance Coverage)

IT Services for the remainder of contract: October 1, 2021- May 31, 2022, are as follows:

IT Services: Monday- Friday, 8am – 4pm, and responses to repairs, emergencies, or Software issues within 2 hours of the request. Non-emergency requests to be resolved within 72 hours.

° Hourly Rate- \$115.00

° Holiday and Weekend Hourly Rate- \$ 145.00

#### MANAGED SERVICES:

Our monitoring services consist of:

1. Server health and performance
2. Disk space availability consumption
3. Network speed and connectivity
4. Operating System Patch Management

5. Vital Windows Services are working.

- We implement, maintain, and monitor one of the most comprehensive Anti-Virus software packages on the market.
- Your hard drive and memory health are constantly monitored to ensure your system is always in peak operating condition.
- We receive an alert with 2.5 to 7.5 minutes on average.
- We are automatically notified on your Critical Event Logs to spot developing problems that could cause downtime during the day.
- You are told the exact cause of the problem (e.g., Windows service has failed).
- We can fix issues remotely or dispatch some to the site instantly.

<u>Services</u>	<u>Monthly Cost</u>
Managed Services	\$ 350.00
Data backup: Offsite/local	\$ 150.00
Monthly charges for Hosted E-mail (19 @\$10 ea.)	\$ 190.00
POP/IMAP mailboxes (4@\$5)	\$ 20.00
OWA only mailbox (18@ \$8.50 ea.)	\$ 153.00
MS Office Business Licensing (2\$12.95 ea.)	\$ 25.90
Sophos (20 computers @ \$8ea. 1 server @\$15.)	\$ 160.00
Sophos - 1 server	\$ 15.00
Zoom	\$ 14.99
Errors and Omissions Insurance Coverage	\$ 150.00
TOTAL MONTHLY COST	<u>\$ 1228.89</u>

**TCG SOLUTIONS INC. SERVICES**  
**AGREEMENT**

Subject to the terms and conditions contained herein, TCG Solutions, Inc., with its principal offices located at 25 Camelot Drive, Warwick, New York 10990 (hereinafter "TC") hereby agrees to provide The Village of Warwick, having an address at 77 Main Street, Warwick, NY 10990 (hereinafter the "Customer") IT Support management and other professional consultation services outlined below (hereinafter the "Services"). All future Services will be made in accordance with the following Terms and Conditions:

**TERMS AND CONDITIONS**

**I. TERM OF AGREEMENT**

Unless terminated as provided herein, the term of this Managed Services Agreement (hereinafter "SA") shall be one (1) year from the Effective Date.

- A. **Effective Date**: The effective date of this revised MSA is 10/1/2021.
- B. **Automatic Renewal**: This MSA shall automatically renew for consecutive one-year terms upon the One Year Anniversary of the Effective Date (hereinafter the "Renewal Date"), unless either party gives written notice of termination thirty (30) days prior to the Renewal Date. Customer and TCG may cancel the MSA upon thirty (30) days of written notice prior to Renewal Date. If there is no written notice of cancellation, Customer shall continue to pay the MSA Fee as invoiced. Customer hereby acknowledges that the MSA is an information systems management and professional consulting service contract.
- C. **Early Termination by Customer**. Customer acknowledges that the cost of this MSA is based upon an Annual Contract Price as negotiated by TCG and the Customer, while the Customer may be invoiced by TCG monthly, quarterly, semi-annually or annually. Accordingly, there shall be no early termination of this MSA by the Customer without Cause. For purposes of this agreement only, "Cause" shall mean that the Customer shall provide TCG with prior written notice of an alleged

breach of this MSA, and TCG has failed to use commercially reasonable efforts to remedy the problem(s) within Thirty (30) business days of receipt of written notice. Early termination without cause or failure to pay as agreed, shall result in acceleration of the contract and full payment of the remaining Annual Contract Price shall be due by check or electronic payment immediately upon notice of termination. Customer provides TCG approval to process the accelerated payment by electronic means using Credit Card or ACH payment on file with TCG within five (5) business days.

## II. PAYMENT FEES.

- A. **MSA Fee:** The MSA Fee shall be paid as invoiced by TCG for the entire term of this agreement.

Within thirty (30) business days of receiving an Invoice (the "Due Date"), Customer shall pay all fees associated with this MSA. Prices are exclusive of all excises, sales, and use and other taxes imposed by any federal, state, municipal, or other governmental authority, all of which taxes shall be paid by the Customer.

The MSA Fee is subject to change (i) with the addition or reduction of active employees and information system users (ii) upon the addition of Services requested by the Customer, and (iii) annually upon renewal.

- B. **Additional Fees:** In the event that Additional Fees (defined below) are charged under this MSA, the Customer shall pay, (i) the cost of any parts not covered hereunder; (ii) the cost of any additional shipping, handling, travel and reasonable out-of-pocket expense incurred by TCG in connection with this MSA or its performance; and (iii) the cost of the labor at the existing TCG labor rate.
- C. **Late Fees:** If Customer fails to pay the invoice within ten (10) days of the Due Date, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month until the invoice has been paid in full.
- D. **Attorney's Fees:** In the event that TCG shall commence any action to collect for any unpaid invoice, or for any other dispute arising out of this Agreement, Customer shall pay reasonable attorney's fees and costs to TCG resulting from the collection or enforcement of this MSA.

## III. INFORMATION SYSTEMS SERVICES.

During the Term of this MSA, TCG will provide "Preventative Maintenance" and "Remedial Services" for the Customer's computer equipment and associated data network (hereinafter the "Information System"), located in the customer offices or

facilities listed and for the fee set forth above. It is hereby agreed that the information systems management and professional consulting services will be provided as follows:

- A. **Preventative Maintenance**: From time to time, at its sole discretion, TCG shall inspect the Information Systems. If, upon inspection, TCG determines that the Information System requires repair or adjustment (including replacement of components or component parts), then TCG, may recommend the repair, replace, or exchange the component part or parts; provided however, that such repairs, adjustment or replacement must be caused by normal use of the Information System in accordance with instructions manuals applicable to the respective Manufacturer of the Information System. Customer is responsible for the cost associated with the replacement of any components or parts.
- B. **Remedial Service**: In the event that any of the Information System shall not function properly during normal business hours (8 A.M. to 4P.M. EST), Monday to Friday (Legal Holidays Excepted) Customer shall notify TCG and request Remedial Service. Upon notification that Remedial Service has been requested, TCG will use reasonable efforts to dispatch a service representative to the Customer's facility within 24 hours of the Customer's request for Remedial Service. Upon request, TCG will diagnose the problem and use reasonable efforts to restore the Information System to its operating condition, including but not limited to, repair of Information System and reloading of applicable software used in connection with the Services provided by TCG hereunder.
- C. **Pre-existing Conditions**: Customer warrants that Information System is in good working order. TCG is not responsible for providing Remedial Service for any pre-existing defects in the information System. In the event that defects are identified during any Preventative Maintenance or Remedial Service, TCG shall provide the Customer notice of the defect, and a written estimate for the cost of parts and labor to repair the defect. Upon notice of the defect, Customer may request TCG to repair the defect for an Additional Fee. Upon completing the contemplated repair, Customer shall pay an additional fee incurred as a result of such Supplemental Services.
- D. **"Supplemental Services" Not Covered by this MSA**: If the Customer requests that TCG perform additional services not provided for under this MSA (hereinafter "Supplemental Services"), TCG shall provide a written estimate for such Supplemental Services, including any required parts or components. "Supplemental Services" are limited services that are needed by Customer by special request or on an emergency basis and that are not included within the scope of this MSA. Customer shall pay additional Service Fees for Supplemental Services upon Customers written approval prior to providing such Services.

If the Customer requests such Supplemental Services be performed by TCG, Customer shall pay the additional fees incurred as a result of such Supplemental Services rendered by TCG. For example, this MSA covers Remedial Service during Normal Business Hours (8 A.M. to 4P.M. EST, Monday to Friday, Legal Holidays Excepted). In the event that the Customer requests that the Remedial Services, be

accomplished outside Normal Business Hours, then the Remedial Service will be subject to a Supplemental Service Fee as set forth above.

#### **IV. SOFTWARE SUPPORT**

Customer may also request from time to time that TCG install certain Software on the Customer Hardware (hereinafter the "Licensed Products").

##### **A. Software Installed by TCG**

1. In connection with the installation of any new or additional hardware purchased from TCG and billed by a separate TCG Invoice, TCG will also install certain additional Software set forth in those Invoices or required and supplied by Customer (hereinafter referred to "Additional Software"). TCG will deliver the Customer the right to purchase a License from the manufacturer of each individually listed item of Additional Software. The Customer hereby agrees to abide by the terms and conditions of each of the License Agreements with each of the respective manufacturers.
2. TCG will not provide software support for any applications unless it can be easily rectified by reinstalling the product on the client PC's, otherwise software support will be provided to the Customer by the software manufacturer.
3. Customer covenants that it has title to or license or rights to use or modify and has license or rights to permit TCG to use, access or modify any software that Customer has requested TCG use, access or modify as part of the Services. Customer shall indemnify TCG and shall hold TCG harmless against any loss, claim, damage or expense, including reasonable attorneys' fees, component of any such software.

#### **V. GENERAL TERMS**

A. **WARRANTY**. TCG is not the manufacturer or distributor of the Hardware or the Licensed Products used in the Customers Information Systems, and, therefore, offers no warranty of merchantability, or fitness for a particular purpose. Customer acknowledges that it is the Customer's responsibility to obtain and maintain all applicable Warranties from the respective manufacturers or distributors of the Hardware and Software. TCG shall take reasonable steps to ensure that the Customer is delivered appropriate documentation permitting the Customer to obtain such Warranties.

1. Limited Warranty by TCG. TCG warrants that, in the cases where supplied by TCG, it has used its best efforts to select and install Software and Hardware in connection with this MSA. TCG warrants that the Licensed Products will be

compatible with the hardware and software systems installed by TCG, including the servers, network, workstations, and backup equipment.

2. ALL OTHER WARRANTIES DISCLAIMED. ASIDE FROM THIS WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TCG DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE USE OF THE LICENSED PRODUCT OR SERVICES OFFERED UNDER THIS AGREEMENT.
  3. THERE SHALL BE NO CLAIM FOR SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OR CORRUPTION OF BUSINESS DATA, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR INTERFERENCE, OR INABILITY TO USE OR INTERFERENCE WITH USE OF PRODUCTS) INCURRED OR SUFFERED BY CUSTOMER IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT OF SERVICES PROVIDED HEREUNDER OR CUSTOMER'S USE OF ANY DOCUMENTATION, EQUIPMENT OR SERVICES PROVIDED, OR TO BE PROVIDED, HEREUNDER, EVEN IF TCG, HAS BEEN APPRISED OF THE LIKELIHOOD OF THE SAME.
  4. NO ACTION, REGARDLESS OF FORM, RELATED TO THE TRANSACTIONS OCCURRING UNDER, OR CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- B. **INDEMNIFICATION.** The Customer shall indemnify TCG and its members, directors, officers, employees, representatives and agents and defend and hold each of them harmless from and against all losses, damages, liabilities, claims, lawsuits, proceedings, costs and expenses, including without limitation, reasonable attorneys' fees, in connection with any and all lawsuits, investigations, claims or demands, including liability to any third parties, (collectively, the "Losses") arising or occurring as (a) a result of Customer's Activities, (b) any act or omission of Customer relating to the Information System or its operation of any of its Designated Sites, (c) its use of any of the Licensed Products under this MSA; or (d) any Losses claimed by any patients, clients, or invitees of the Customer.
- C. **PERFORMANCE OF SERVICES.** It is acknowledged by the Customer that, in furtherance of the Services provided hereunder, TCG may require the use of the Information System or other hardware, software, or equipment owned by the Customer. The Customer hereby agrees to make such hardware, software or equipment available to TCG, without charge, for the time and duration required to perform the services.
- D. **DUTIES OF THE CUSTOMER.**

1. **Operational.** Customer has sole responsibility for the use of Information System and Licensed Products, including, without limitation, instituting and maintaining operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for the operation of the Information System. Customer agrees to educate and train all of the users of the Information System in proper use and operation of the Information System in accordance with applicable manuals, standards, and instructions. Customer also represents that it will not permit unauthorized or untrained people to use the Information System. Customer warrants that it will take all steps to maintain, preserve and back-up all software and data necessary to repair, replace or restore the Customer to operation. TCG is not responsible for loss or damage to such data.
2. **Non-Solicitation.** During the period of engagement under this MSA and for a period of two (2) years following the date of termination or expiration thereof, Customer shall not directly or indirectly (i) recruit, solicit or induce, or attempt to induce, any employee or agent or contractor of TCG (or its affiliates) to terminate their employment with, or otherwise cease their relationship with the Company or assist anyone else in doing so; or (ii) solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company which were contracted, solicited or served by the Company.
3. **Equipment.** Customer is responsible for upgrading and replacing the Information System, including all equipment, software and hardware, that is no longer supported by the manufacturer. This includes any part of the Information System that is considered End-of-Life by the manufacturer, out of warranty with the manufacturer (unless the warranty is renewed by the Customer at their sole expense), or no longer supported by manufacturer. Failure by the Customer to perform the recommended upgrades and replacement of the Information System, at TCG's sole discretion.
- E. For all Services provided by TCG, TCG will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed Information System(s) from infiltration. Customer understands that, even with these precautions, its network, including any Information System, is susceptible to infiltration and that TCG cannot prevent or be held responsible for such infiltrations. In the event of Customer network infiltrations, both parties will work together to assess and minimize the damages caused by infiltration and restore all Services as quickly as possible. Customer is responsible for securing Cyber Security insurances to mitigate any damages or losses that may result from Customer Network infiltration. TCG is not liable for any damages or losses suffered by Customer due to Customer network infiltration, and Customer hereby releases, discharges and holds harmless TCG and its employees, agents, officers and directors from and against all Claims, liability, losses or damages, and expenses, including attorney's fees, relating to any Customer network infiltration.
- F. **LOSS OF EQUIPMENT.** Customer is solely responsible for the loss, damage or destruction of the Covered equipment after it has been delivered to Customer.

G. **LIMITATION OF LIABILITY.** In no event shall TCG be liable for any damages arising out of or in connection with any delay in providing Preventative Maintenance or Remedial Service hereunder.

Customer agrees that TCG's total liability to Customer for any damages suffered in connection with, or arising out of, this MSA or Customer's use of any documentation, product, equipment or services provided (or to be provided) hereunder, regardless of whether any such liability is based upon contract, warranty, tort or other basis, shall be limited to an amount not to exceed the initial Annual Contract Price paid under this MSA. IN NO EVENT SHALL TCG BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OR CORRUPTION OF BUSINESS DATA, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTION OR INTERFERENCE, OR INABILITY TO USE OR INTERFERENCE WITH USE OF PRODUCTS) INCURRED OR SUFFERED BY CUSTOMER IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT OR SERVICES PROVIDED HEREUNDER OR CUSTOMER'S USE OF ANY DOCUMENTATION, EQUIPMENT OR SERVICES PROVIDED, OR TO BE PROVIDED, HEREUNDER, EVEN IF TCG, HAS BEEN APPRISED OF THE LIKELIHOOD OF THE SAME. NO ACTION, REGARDLESS OF FORM, RELATED TO THE TRANSACTION OCCURRING UNDER, OR CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

H. **TERMINATION BY TCG.** Unless otherwise agreed in writing, TCG shall have the right, but not the obligation, to terminate this MSA (a) immediately upon Customer's breach of this MSA or any Software License Agreement.

In the event that any Additional Software manufacturer, its successors or assigns, no longer updates, services or supports the Licensed Products but TCG does not exercise its right, pursuant to this Paragraph to terminate this MSA, then TCG shall continue to use best efforts to provide maintenance to the Licensed Products as provided herein.

I. **ARBITRATION.** In the event of any dispute or controversy between the parties hereto arising out of or relating to this MSA or any transaction contemplated hereby, such dispute or controversy shall be submitted to single-arbitrator arbitration under the Commercial Rules of Arbitration for decision in any such matter in accordance with the then applicable rules and shall be conducted in the English language. Absent agreement of the parties, no party to the arbitration may take more than three fact witness depositions, including a deposition taken pursuant to FRCP 30(b)(6). The determination of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be enforced in any court of competent jurisdiction.

J. **FORCE MAJEURE.** TCG shall not be responsible for delay, non-delivery, or default in shipment or failure to deliver the Services, in whole or in part, if

occasioned by strike, war, terror, riot, or revolution, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, acts of terrorism; or non-delivery or delays due to fire, storm, flood, drought, accident, insurrection, lockout, breakdown of machinery, commandeering of vessel carrying goods, or from loss of damage in transit, or detention or delay of vessel resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of cards, or by refusal of any necessary license or government restrictions, considered as "force majeure", or by any other unavoidable cause.

- K. **SEVERABILITY**. If any provision of this MSA is found to be invalid, unenforceable, or illegal, the validity, legality, and enforceability of the remaining provisions of this MSA shall not in any way be affected or impaired thereby.
- L. **AMENDMENTS**. No supplement, modification, or amendment of any term, provision, or condition of this MSA shall be binding or enforceable unless it is in writing and executed by the parties hereto.
- M. **EXCLUSIVE AGREEMENT**. This MSA constitutes the complete and exclusive statement of the agreement of the parties and supersedes any and all oral or written communications, and any prior agreements between the parties relating to the subject matter of this MSA.
- N. **NOTICE**. All notices under this MSA shall be in writing and shall be sent by facsimile and certified mail, return receipt requested, addressed to the parties as hereinabove set forth and shall be deemed served on the date of mailing said notice with the postal authorities.
- M. **GOVERNING LAW AND VENUE**. This MSA shall be governed and construed in accordance with the laws of the State of New York. All disputes arising out of this MSA shall be subject to the exclusive jurisdiction of the state and federal courts serving Warwick, New York and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit TCG from instituting an action in any court of competent jurisdiction to obtain injunctive relief or to protect or enforce its intellectual property rights.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted By:

**The Village of Warwick**

Customer Signature: \_\_\_\_\_

Company Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TCG Solutions:**

Representative Signature: \_\_\_\_\_

Company Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Today's Date: 09/17/2021 Date(s) Requested: 10/9/21 Time of Event: 5pm  
Set Up Time: 4pm Break Down Time: 9pm

Village Park/Facility Requested: Veterans Memorial Park Pavilion

\*Please use attached map to indicate areas to be used.

Name of Event (Purpose of Use): 9 year olds birthday party

Name of Organization or Individual: Michael & Stacy Cordero

Check one:  Non-Profit  501(c)3  For Profit  Private Event

Proof of Residency: \_\_\_\_\_ Designated Contact: Stacy Cordero

Mailing Address: 151 South St. Ext Email: stacy.c.cordero@gmail.com

Telephone Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Cell: 203-613-7680

Total Participants Expected: Adults: 2 Children: 12

Village of Warwick Participants (Number): 14 Non-Resident Participants (Number): \_\_\_\_\_

How will event be advertised? Birthday Invitation

Is material or equipment required from the Village of Warwick?  Yes  No

If needed, state type and for what purpose: electricity, bathrooms, ~~tables~~

Is admission fee charged?  Yes  No

If so, what will proceeds be used for? \_\_\_\_\_

Will food be served?  Yes  No

If yes, please give details: Pizza, cupcakes

RECEIVED

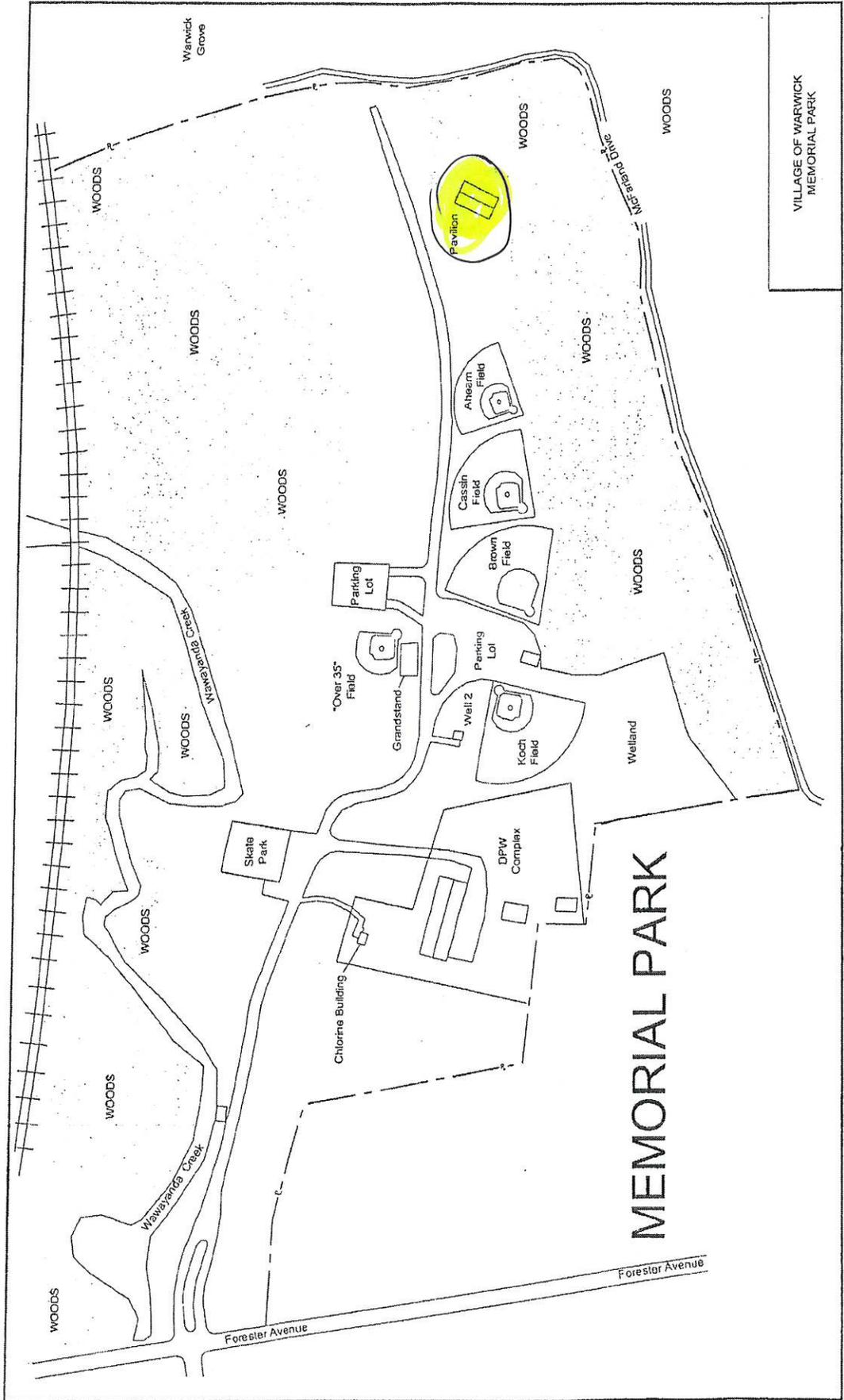
SEP 17 2021

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 Stacy Cordero (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 Stacy Cordero (Name Organization).

Stacy Cordero  
Signature of Organization's Representative (Must be a Village of Warwick Resident)

Address: 151 South Street Ext Warwick Telephone: 203-613-7680

Clerk Use Only: Security deposit check # 115 Certificate of Insurance   
Police approval (if applicable) NA \*Items on file in the Clerk's office



Hello,

I'm am writing to apply for the use of Memorial Park Pavilion. I am the current owner of Warwick Fit Body Boot Camp (25 Elm Street, Warwick NY 10990). I have been a storefront owner in Warwick since February 2019.

**Requesting**

The use of Memorial Park Pavilion from October 1, 2021 - November 15, 2021 on the following days and hours

**Mondays - Fridays** 5:00 a.m. – 10:00 a.m. & 4:00 p.m. – 6:00 p.m.

**Saturdays - Sunday** 7:00 a.m. – 10:00 a.m.

**Facility Use**

We would be using the facility for fitness classes up to 15 people per class.

- There is a 5 minute set up and breakdown period before the first class and the end of the last class.

I am aware certain events take place during the year that will overlap and have no problem cancelling those days.

Thank you for your time and consideration!

In Good Health,

Richard Jarer Jr  
Warwick Fit Body Boot Camp  
917-796-4654  
jarer1on1training@gmail.com

**RECEIVED**

**SEP 29 2021**

**VILLAGE OF WARWICK  
VILLAGE CLERKS OFFICE**

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

Today's Date: 9/29/21 Date(s) Requested: 10/1 - 11/15 Time of Event: M-F 5:00-10 AM  
Set Up Time: 5 min Break Down Time: 5 min 4:00-6 PM  
Sat-Sun 7-10 AM

Village Park/Facility Requested: Memorial Park Pavilion

\*Please use attached map to indicate areas to be used.

Name of Event (Purpose of Use): Fitness

Name of Organization or Individual: Richard Javier Jr. (Fit Body Boot Camp)

Check one:  Non-Profit  501(c)3  For Profit  Private Event

Proof of Residency: \_\_\_\_\_ Designated Contact: \_\_\_\_\_

Mailing Address: 16 Candlestick Ct. Email: javier1on1training@gmail.com  
Warwick NY 10990

Telephone Day: 917-796-4654 Evening: Same Cell: Same

Total Participants Expected: Adults: 15 Children: 0

Village of Warwick Participants (Number): 15 Non-Resident Participants (Number): 0

How will event be advertised? Social Media, Email

Is material or equipment required from the Village of Warwick?  Yes  No

If needed, state type and for what purpose: \_\_\_\_\_

Is admission fee charged?  Yes  No

If so, what will proceeds be used for? \_\_\_\_\_

Will food be served?  Yes  No

If yes, please give details: \_\_\_\_\_

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Fit Body Boot Camp (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 Fit Body Boot Camp (Name Organization).

\_\_\_\_\_

Signature of Organization's Representative (Must be a Village of Warwick Resident)

Address: 16 Candlestick Court Warwick NY Telephone: 917-796-4654

Clerk Use Only: Security deposit check # 249 Certificate of Insurance   
Police approval (if applicable) NA \*Items on file in the Clerk's office

\$60 Facility Use - Admission Charged - Check# 250

22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

**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.**

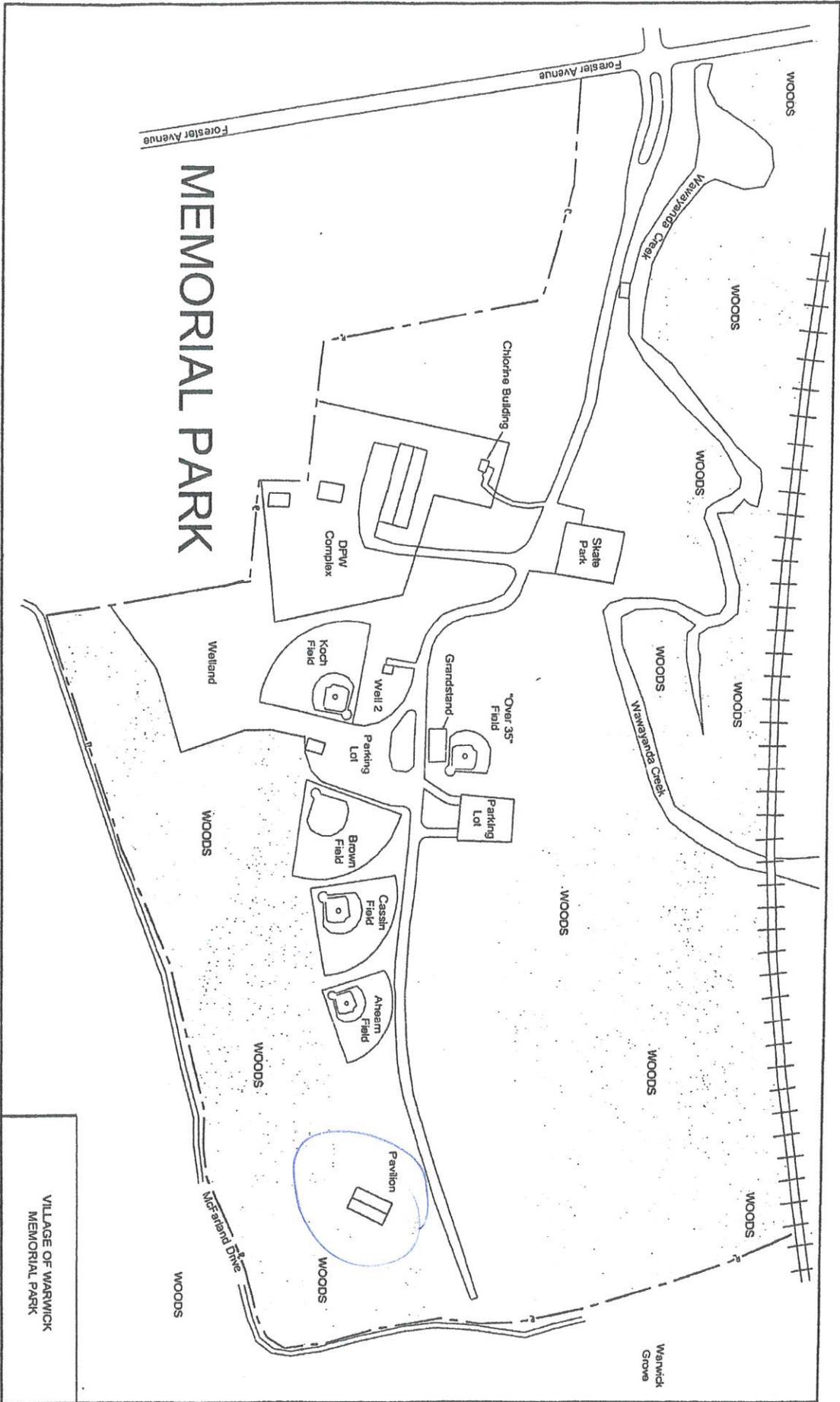
**I have read the Facilities Use Requirements**

  
\_\_\_\_\_

Signature

9/29/21  
\_\_\_\_\_

Date



VILLAGE OF WARWICK  
MEMORIAL PARK

## OUTSIDE USER WATER AGREEMENT

AGREEMENT made as of the \_\_\_\_\_ day of September, 2021, between the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices at Village Hall, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE") and WARWICK PIONEER FARM, LLC, residing at 65 Route 94 South, Warwick, New York 10990, by JANE D. NEWMAN, Member (hereinafter "PIONEER"),

### W I T N E S S E T H

WHEREAS, the VILLAGE has established and presently operates and maintains the Village Municipal Central Water System for the purpose of providing municipal central water service; and

WHEREAS, PIONEER is the owner of a one hundred and forty-four point three (144.3) acres, of which point nine (0.9) acres is in the Village (SBL 215-1-12), and one hundred and forty-three point four (143.4) acres is SBL 52-1-26.2 in the TOWN OF WARWICK located at Carroll Drive, Warwick, New York 10990, and designated on the tax maps as SBL 52-1-26.2<sup>1</sup> (hereinafter the "PROPERTY") PIONEER received Conditional Final Site Plan Approval from the Town of Warwick Planning Board on June 5, 2019 to create a four (4) lot subdivision on said Section 52, Block 1, Lot 26.2 in the Town of Warwick as set forth in a subdivision map entitled "Pioneer Farm Subdivision", Village and Town of Warwick, Orange County, New York, prepared by Engineering and Surveying Properties, dated February 28, 2018 as revised, to be filed in the Orange County Clerk's Office a portion of which is located outside of the boundaries of the VILLAGE; and

---

<sup>1</sup> It is understood by all parties that these parcels will have new SBL assigned when subdivision is approved and filed.

WHEREAS, PIONEER has requested that the VILLAGE provide municipal central water service to the PROPERTY under an outside user agreement; and

WHEREAS, the VILLAGE, by duly adopted resolution of the VILLAGE BOARD has consented to enter into such an outside user agreement upon the terms and conditions set forth herein;

WHEREAS, the subject parcel is part of the subdivision map entitled "Subdivision Plan for the Pioneer Farm" as prepared by Lehman & Getz, P.C., Consulting Engineers, dated February 28, 2018 as revised, which said subdivision has been duly approved by the Town of Warwick Planning Board on June 5, 2019 and thereupon to be duly filed in the Orange County Clerk's Office as a Filed Map.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the VILLAGE and PIONEER agree as follows:

1. The VILLAGE shall permit PIONEER to connect the PROPERTY to the Village's Municipal Central Water System so as to provide municipal central water service to the PROPERTY. Provided, however, that PIONEER must submit all plans for lines and connections to the VILLAGE for review and approval by the VILLAGE and the VILLAGE's engineer prior to undertaking any work on the said connection.

2. The connections to the VILLAGE's existing municipal central water system shall be made at such a location as the engineer for the VILLAGE shall direct. PIONEER will install a one inch (1") diameter type K copper water service line, for each of the two parcels, from the point of connection to the PROPERTY. All construction of lines and connections shall be subject to review and approval by the engineer for the VILLAGE.

3. PIONEER agrees to pay all applicable fees for the proposed connection to the VILLAGE in accordance with provisions of the Village Code and Schedule of Fees. Further, PIONEER shall be responsible for all costs, including engineering and attorneys' fees, incurred by the VILLAGE in the approval of this agreement and in making the connection of the said property to the VILLAGE's Municipal Central Water System.

4. PIONEER agrees to pay escrow in the amount of \$5,000 to cover the costs of cover the costs of engineering review and inspection fees and preparation of the outside user agreement.

5. PIONEER agrees to pay annually the same charges which would be imposed upon the PIONEER property if it were receiving municipal central water service within the Village, which said charges shall include the cost of operation and maintenance as well as payment for the cost of capital improvements including repayment of bonded indebtedness. These annual charges will be sent to PIONEER, or the successor owner of the PROPERTY, at the address for the PROPERTY and shall be due and payable thirty (30) days after mailing.

6. In the event that PIONEER or the successor owner fails to make timely payment, the VILLAGE may commence litigation to recover any delinquent amounts plus interest at the legal rate in the State of New York. If the VILLAGE recovers a judgment in litigation for collection of payment on delinquent bills, PIONEER or her successor owners shall be responsible for payment of the VILLAGE's legal fees in such litigation. Any such litigation shall be venued in Orange County, New York.

7. This agreement shall inure to the benefit of PIONEER, their successors, heirs and assigns and shall run with the land. Provided, however, that the VILLAGE reserves the right to terminate this agreement on thirty (30) day's written notice service via first class mail to the

mailing address for the PROPERTY in the event of failure to timely pay amounts due and owning hereunder and, further, the VILLAGE reserves the right to terminate or suspend this Outside User Agreement in the event that the VILLAGE's water facilities lack sufficient capacity to serve the needs of users within the VILLAGE.

8. Except as may be provided otherwise herein, the provisions of Village Code Chapter 141 shall be applicable to this Agreement and binding upon PIONEER, her successors, heirs and assigns in regard to provision of sewer service to the PROPERTY

9. The VILLAGE and PIONEER agree that following execution of this agreement by all parties, a fully executed original shall be recorded in the Orange County Clerk's Office and the terms and conditions, obligations and benefits shall bind the parties to this agreement, their successors and assigns. All costs and expenses of such recording shall be borne by PIONEER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF WARWICK

By: \_\_\_\_\_  
Michael J. Newhard, Mayor

\_\_\_\_\_  
WARWICK PIONEER FARM, LLC  
By Member: Jane Newman

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared MICHAEL J. NEWHARD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that



## OUTSIDE SEWER USER AGREEMENT

AGREEMENT made as of the \_\_\_\_\_ day of September, 2021, between the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices at Village Hall, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE") and WARWICK PIONEER FARM, LLC, residing at 65 Route 94 South, Warwick, New York 10990, by JANE D. NEWMAN, Member (hereinafter "PIONEER"),

### WITNESSETH

WHEREAS, the VILLAGE has established and presently operates and maintains the Village Sanitary Sewer System for the purpose of providing municipal sewer service; and

WHEREAS, PIONEER is the owner of a one hundred and forty-four point three (144.3) acres, of which point nine (0.9) acres is in the Village (SBL 215-1-12), and one hundred and forty-three point four (143.4) acres is SBL 52-1-26.2 in the TOWN OF WARWICK located at Carroll Drive, Warwick, New York 10990, which is about to be subdivided into two (2) 1.5 acre parcels, and designated on the tax maps as SBL 52-1-26.2<sup>1</sup> (hereinafter the "PROPERTY") PIONEER received Conditional Final Site Plan Approval from the Town of Warwick Planning Board on June 5, 2019 to create a four (4) lot subdivision on said Section 52, Block 1, Lot 26.2 in the Town of Warwick as set forth in a subdivision map entitled "Pioneer Farm Subdivision", Village and Town of Warwick, Orange County, New York, prepared by Engineering and Surveying Properties, dated February 28, 2018 as revised, to be filed in the Orange County Clerk's Office a portion of which is located outside of the boundaries of the VILLAGE; and

WHEREAS, PIONEER has requested that the VILLAGE provide municipal sewer service to the PROPERTY under an outside user agreement; and

---

<sup>1</sup> It is understood by all parties that these parcels will have new SBL assigned when subdivision is approved and filed.

WHEREAS, the VILLAGE, by duly adopted resolution of the VILLAGE BOARD has consented to enter into such an outside user agreement upon the terms and conditions set forth herein;

WHEREAS, the subject parcel is part of the subdivision map entitled "Subdivision Plan for the Pioneer Farm" as prepared by Lehman & Getz, P.C., Consulting Engineers, dated February 28, 2018 as revised, which said subdivision has been duly approved by the Town of Warwick Planning Board on June 5, 2019 and thereupon to be duly filed in the Orange County Clerk's Office as a Filed Map

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the VILLAGE and PIONEER agree as follows:

1. The VILLAGE shall permit PIONEER to connect the PROPERTY to the Village Sanitary Sewer System so as to provide municipal sewer service to the PROPERTY. Provided, however, that PIONEER must submit all plans for lines and connections to the VILLAGE for review and approval by the VILLAGE and the VILLAGE's engineer prior to undertaking any work on the said connection.

2. The connections to the VILLAGE's existing sewer system shall be made at such a location as the engineer for the VILLAGE shall direct. PIONEER will install a one and a half inch (1.5") sewer force main, for each of the two parcels, from the point of connection to the PROPERTY. All construction of lines and connections shall be subject to review and approval by the engineer for the VILLAGE.

3. PIONEER agrees to pay all applicable fees for the proposed connection to the VILLAGE in accordance with provisions of the Village Code and Schedule of Fees. Further, PIONEER shall be responsible for all costs, including engineering and attorneys' fees, incurred

by the VILLAGE in the approval of this agreement and in making the connection of the said property to the VILLAGE's Sanitary Sewer System.

4. PIONEER agrees to pay escrow in the amount of \$5,000 to cover the costs of engineering review and inspection fees and preparation of the outside user agreement.

5. PIONEER agrees to pay annually the same charges which would be imposed upon the PIONEER property if it were receiving municipal sewer service within the Village, which said charges shall include the cost of operation and maintenance as well as payment for the cost of capital improvements including repayment of bonded indebtedness. These annual charges will be sent to PIONEER, or the successor owner of the PROPERTY, at the address for the PROPERTY and shall be due and payable thirty (30) days after mailing.

6. In the event that PIONEER or the successor owner fails to make timely payment, the VILLAGE may commence litigation to recover any delinquent amounts plus interest at the legal rate in the State of New York. If the VILLAGE recovers a judgment in litigation for collection of payment on delinquent bills, PIONEER or the successor owners shall be responsible for payment of the VILLAGE's legal fees in such litigation. Any such litigation shall be venued in Orange County, New York.

7. This agreement shall inure to the benefit of PIONEER, their successors, heirs and assigns and shall run with the land. Provided, however, that the VILLAGE reserves the right to terminate this agreement on thirty (30) day's written notice service via first class mail to the mailing address for the PROPERTY in the event of failure to timely pay amounts due and owing hereunder and, further, the VILLAGE reserves the right to terminate or suspend this Outside User Agreement in the event that the VILLAGE's wastewater treatment facilities lack sufficient capacity to serve the needs of users within the VILLAGE.

8. Except as may be provided otherwise herein, the provisions of Village Code Chapter 109 shall be applicable to this Agreement and binding upon PIONEER, her successors, heirs and assigns in regard to provision of sewer service to the PROPERTY

9. The VILLAGE and PIONEER agree that following execution of this agreement by all parties, a fully executed original shall be recorded in the Orange County Clerk's Office and the terms and conditions, obligations and benefits shall bind the parties to this agreement, their successors and assigns. All costs and expenses of such recording shall be borne by PIONEER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF WARWICK

By: \_\_\_\_\_  
Michael J. Newhard, Mayor

\_\_\_\_\_  
WARWICK PIONEER FARM, LLC  
By Member: Jane Newman

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared MICHAEL J. NEWHARD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared JANE NEWMAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public