

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 14, 2023
AGENDA**

**LOCATION:
VILLAGE HALL
77 MAIN STREET, WARWICK, NY
TIME: 10:00 A.M.**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: September 5, 2023.

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

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

3. Acceptance of Reports – August 2023: Clerk’s Office, Tax Collection, Justice Department, and Building Department, including the July 2023 Complaint Report.

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

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

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

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

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

5. Police Report.

Correspondence

1. Report from Village Attorney, Stephen Gaba, regarding the Special Use Permit Application for 43 Wheeler Ave.
2. Report from Village Engineer, David Getz, regarding the Special Use Permit Application for 8 Forester Avenue.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

The public may speak only during the meeting’s Public Comment period and at any other time a majority of the Board allows. Speakers must be recognized by the presiding officer, step to the front of the room/microphone, give their name, residency, and organization, if any. Speakers must limit their remarks to three minutes (this time limit may be changed to accommodate the number of speakers) and may not yield any remaining time they may have to another speaker. Board members may, with the permission of the mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information. The Village Board is not required to accept or respond to questions from the public at meetings but may request that inquiries be submitted in writing to be responded to at a later date. All remarks must be addressed to the Board as a body and not to individual Board members. Interested parties or their representatives may also address the Board by written communications.

Motions

Trustee Cheney’s Motions

1. **Resolution Amending Schedule of Fees to Change Certain Water Fees**

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of fees, including water system operations, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to change the water fees it is necessary for the Village Board to adopt a resolution:

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

In the Schedule of Fees, under heading “Water” the following fees shall be added:

Category	Sub-Category	Type of Fee	Amount	Code
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Water		Meter Data Download	\$150.00	
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_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee Foster’s Motions

2. Resolution Authorizing Vacation Carryover

BE IT RESOLVED that, on a one-time only basis and notwithstanding any policy to the contrary, Sadie Becker shall be eligible to carry over up to ten (10) unused vacation leave days accrued on November 30, 2022 into the following calendar year (i.e., November 30, 2023 to November 29, 2024), for use in such year. This is being offered on a one-time only, non-precedent setting basis and shall not apply or be continued in any other years. Any unused vacation leave days carried into the following calendar year pursuant to this resolution must be utilized in such calendar year and shall not be permitted to be further carried over into any other year.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

3. **MOTION** to grant permission to the Warwick Valley Central School District to hold a Homecoming Parade on Saturday, October 7, 2023, beginning at approximately 11:15 a.m. as per their letter dated September 6, 2023. Proper insurance is on file. The Warwick Police Department will assist with the event.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

4. **MOTION** to grant permission to the Warwick Valley Community Center to hold the following activities in Stanley Deming Park on the east side of the creek as per their letter dated August 24, 2023: Applefest Community Center Event with inflatable games and obstacle courses on Applefest Sunday, October 1, 2023 from 10:00 a.m. to 5:00 p.m., including pony rides by Winslow Therapeutic Riding Center, with set up to begin on Saturday, October 1, 2023 at 5:00 a.m. and breakdown to be completed by 6:00 p.m., October 1, 2023 for all activities. Completed park permit and security deposit have been received. Approval is contingent upon the Village of Warwick's insurance carrier's confirmation that proper insurance is in place.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee McKnight's Motions

5. **MOTION** to refer the application for a Special Use Permit for 43 Wheeler Avenue to the Village of Warwick Architectural Historic District Review Board for review and comment.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Reports

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

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

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

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

Mayor Newhard's Report

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Ralph L. Puglielle, Jr.
Alana R. Bartley**
Aaron C. Fitch

Judith A. Waye
Sarah N. Wilson
Michael J. Barfield **

Jennifer L. Schneider
Managing Attorney

*L.L.M. in Taxation

**Member NY & NJ Bar

August 31, 2023

ATTN: MICHAEL NEWHARD, Mayor
Village Board of Village of Warwick
Village Hall
77 Main Street - PO Box 369
Warwick, New York 10990

RECEIVED

SEP 06 2023

VILLAGE OF WARWICK
CLERK

Re: 43 Wheeler Ave. - Request for Special Use Permit
Section 207, Block 5, Lot 1
Our File No.: 14562-7300003

Dear Mayor Newhard:

The application of Patrick Corcoran for a special use permit to establish a three-family dwelling with a total of six bedrooms at 43 Wheeler Avenue has been referred to this office for review and comment.

Applicable Zoning:

The subject property is located in a Central Business District ("CB"). The proposed construction of a three-family residential dwelling constitutes a "Multiple Residence" under the Village Zoning Code. The Table of Use Requirements in the Village Zoning Code lists Multiple Residence as a use permitted in the CB District subject to grant of a special use permit from the Village Board in accordance with Article XVI as well as grant of site plan approval by the Planning Board.

SEQRA Review:

Under the SEQRA Regulations (6 NYCRR §617.5(11) construction of a three-family residence on an approved lot constitutes a Type II (i.e., exempt) Action. Accordingly, this project does not require review under SEQRA except for acknowledging that it is a Type II action.

General Municipal Law §239-m:

Pursuant to General Municipal Law §239-m, notice of certain land use applications, including special use permits, must be referred to the County Planning Department for consideration if they meet certain criteria. Among the criteria is location of the subject property within five hundred feet (500') of any boundary of the village or of any county or state roadway.

While Wheeler Avenue is a Village Street, it adjoins Main Street which is NYS Route 94. The Village Board will need to ascertain whether the subject property is within 500' from Main Street or any other state or county road.

Special Use Permit Procedure & Criteria:

The procedure for processing an application for grant of a special use permit is set forth in Village Code §145-161. Under the Village Code, an applicant for a Special Use Permit must simultaneously submit the application for a special use permit to the Village Board and the application for site plan approval to the Planning Board. Before the Village Board considers or reviews the special use permit application, the Village Planning Board must refer the site plan application to the Village's Architectural and Historic District Review Board (AHDRB).

After reviewing the application, the AHDRB is to then render a report and recommendations to the Village Planning Board and Village Board.

After it receives the report of the AHDRB (or 30 days elapse following submission to the AHDRB without a report), the Village Board schedules a public hearing on the application. The applicant is required to mail notice of the public hearing via certified mail at least ten (10) days before the hearing and to all property owners within three hundred feet (300') of the property line of the applicant's property. Additionally, notice of the public hearing must be published in the Village's newspaper of record at least five (5) days prior to the hearing.

Further, the Code provides that at least ten (10) days prior to the public hearing, the notice of the hearing must Village Board shall mail notice thereof to the Orange County Planning Board "as required by section 239M of the General Municipal Law." It is unclear to me whether this notice is to be mailed only in cases where a referral is required by General Municipal Law §239-m, or if it must be made even if referral under GML §239-m is not legally required. But my recommendation is to mail the notice even if referral under GML §239-m is not legally required.

For properties lying within 500 feet from a municipal boundary of the Village and the Town of Warwick, notice of the public hearing must be mailed to the Town Planning Board at least ten (10) days prior to the public hearing. But the subject property in this matter is not near any boundary of the Village, so there is no need to send a notice to the Town.

Article XVI does not set forth any criteria for consideration by the Village Board at the public hearing. However, as is discussed below, Article XII of the Village Code sets forth a general criterion for grant of special use permits.

After the public hearing has been held and closed, the Village Board is to render a decision within sixty-two (62) days. However, there is no penalty or default approval if the Village Board fails to act within the prescribed time period. At most, the applicant would be entitled to commence an Article 78 proceeding for a court order directing the Village Board to issue a decision.

Under Village Code §145-20, in considering whether to grant or deny an application for a special use permit, the Village Board needs to make a finding as to whether each of the following criteria has been met:

- A. Whether the location, size and character of the proposed use will be in harmony with the appropriate and orderly development of the district in which it is proposed to be situated and not be detrimental to the site or adjacent properties in accordance with the zoning classification of such properties.
- B. Whether the location and size of the proposed use, the nature and intensity of operations involved in or conducted in connection therewith, its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous.
- C. Whether the location and height of buildings, the location, nature and height of walls and fences and the nature and extent of landscaping on the site shall be such that the use will not hinder or discourage the development and use of adjacent land and buildings; and
- D. Whether the proposed use will not require such additional public facilities or services, or create such fiscal burdens upon the Village greater than those which characterize uses permitted by right.

The Village Board is authorized to impose reasonable conditions to ensure that the above-listed criteria will be met and/or if it deems such conditions necessary or appropriate to promote the public health, safety and welfare and to otherwise implement the intent of the Village Code.

After the Village Board renders its decision on the application, a copy of the decision must be filed with the Village Clerk, the Planning Board Secretary, and the Code Enforcement Officer, with a copy being mailed to the applicant within five (5) business days.

Status of the Current Application:

The property owner has submitted an applicant to the Planning Board for site plan approval in addition to submitting his application to the Village Board for a special use permit. It further appears that the Planning Board referred the application to the AHDRB, or at least the applicant submitted the project to the AHDRB. On July 27, 2023, the AHDRB rendered a report stating that it “has no objection or proposes changes to the application, though shutters were discussed.”

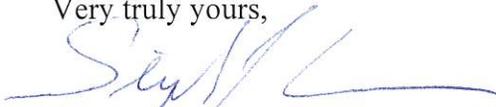
On August 13, 2023, the Village Engineering consultant rendered an initial report to the Village Board.

The application is now ready for the Village Board to schedule a public hearing upon it. The considerations at the public hearing, aside from the issue of providing adequate notice, will not be legal but, rather, will be substantive (i.e., whether the above-listed criteria has been met or not).

Once the public hearing has been closed, the Village Board can act on the application.

If you have any questions or comments just let me know.

Very truly yours,



STEPHEN J. GABA

SJG/ev/1195418
cc: David A. Getz PE



Montgomery Office:
71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

Goshen Office:
262 Greenwich Ave, Suite B
Goshen, NY 10924
phone: (845) 457-7727

www.EngineeringPropertiesPC.com

August 29, 2023

VILLAGE OF WARWICK BOARD OF TRUSTEES
77 MAIN STREET
WARWICK, NY 10990

ATTN: MAYOR MICHAEL NEWHARD

RE: SPECIAL USE PERMIT APPLICATION - WARWICK, LLC
8 FORESTER AVENUE
SECTION 207, BLOCK 3, LOT 3
JOB #1803.11

Dear Mayor Newhard and Trustees:

As requested, we have reviewed the special use permit application materials submitted by Warwick, LLC for the proposed modification of their existing commercial building located at 8 Forester Avenue. These materials include:

- Special Use Permit Application form, dated 8/9/23
- Short EAF, dated 6/30/23
- Survey of Property for Warwick LLC, prepared by Schmick Surveying, dated 7/30/23
- Building Elevations and Floor Plans, prepared by Irace Architecture, dated 6/23/23.

Bo Kennedy of Warwick, LLC appeared before the Village Planning Board on July 11, 2023 to discuss the project. Because the information submitted to the Planning Board was conceptual in nature, we did not prepare a detailed engineering review, but instead provided some general comments. Our review letter, dated July 5, 2023, is enclosed.

The feedback provided to Mr. Kennedy at the Planning Board meeting was positive in nature. We discussed the fact that the current demand for apartments is very high, and any units constructed at this location would be very close to downtown. It appears that very little site disturbance would be needed to construct the project. Mr. Kennedy was asked to consider providing a mix of one- and two-bedroom units.

As noted in Comment #5 of the Planning Board review letter, the layout of property lines in the vicinity is unusual. It may make sense to combine Lots 207-3-3 and 207-3-4, both owned by Warwick, LLC.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers

David A. Getz, P.E.
Chief Engineer

Warwick

WARWICK VALLEY CENTRAL SCHOOL DISTRICT

Wednesday, September 6, 2023

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

Dear Mayor Newhard:

Warwick Valley High School will be holding its annual Homecoming Parade on Saturday, October 7th, 2023. The parade will leave the bus garage at approximately 11:15 A.M. The parade will involve both Town and Village limits, and will begin at the school's bus garage, continue down County Route 1, turn off at Hathorn Road to meet other parade participants, and will travel on Route 94 to the Country Club arriving at 11:50 A.M. At this point, the band and other students and teachers who are walking in the parade will join us; this may take five minutes. These participants will be arriving via school bus. We will then proceed down Oakland Ave and up Main Street, passing slowly by the reviewing stand across the street in front of the TD Bank on Main Street for guests and judges. The parade will pass CVS and make a left onto Wheeler Ave. It will continue to the end of Wheeler Ave and make a right onto West Street and return to the bus garage. The Homecoming Game will follow the parade at 1:00 P.M. Saturday at the High School Football Field.

Judges will have a reviewing stand for the parade across the street in front of TD Bank on Main Street. District Administrators and members of the Board of Education are cordially invited to be our honored guests and judges. Please contact us via email at dbugasch@wvcsd.org or mdiguilio@wvcsd.org if you and/or your members can accept by September 13th.

Thank you for your continued support.

Sincerely,

Danielle Bugasch and Makenna DiGuilio
Homecoming Advisors

RECEIVED

SEP 11 2023

VILLAGE OF WARWICK
CLERK



VILLAGE OF WARWICK

INCORPORATED 1867

Applefest Community Center Event – 2023 Checklist

Checklist of items that need to be submitted to the Village of Warwick prior to Village Board approval.

***ALL REQUESTS & INSURANCE MUST REFLECT ALL DATES OF THE EVENT INCLUDING ANTICIPATED SETUP AND BREAKDOWN**

1. Forms the Community Center needs to provide to the Village of Warwick

- Cover letter –
 - must include all the events taking place such as pony rides, carnival, rabbits, etc.
- Completed Village of Warwick Facility Use Request Application (200+people).
 - Page 3, Section 3: Applicant Information, Applicant's Name must read: *Warwick Community Bandwagon*
 - Page 11, Indemnity and Hold Harmless must be signed, including a statement that the person is signing on behalf of the *Warwick Community Bandwagon*
 - Parking Map for Memorial Park for Applefest Event Parking
- Map of park outlining the area of the park you plan to use
- Completed 'Warwick Applefest Carnival 2023 Hold Harmless and Indemnification Agreement Between the Village of Warwick and Warwick Community Bandwagon'
- Agreement between Applefest and Community Center (*Note: What we have on file is valid through March 31, 2025*).
- Certificate of Insurance from the Community Center to the Village of Warwick including:
 - Additional Insured Endorsement
 - Additional Insured Primary and Non-Contributory Insurance Endorsement
 - *See 2022 Insurance Documents for limits, language and endorsements
- Certificate of Insurance from the Community Center to the Chamber of Commerce including:
 - Additional Insured Endorsement
 - Additional Insured Primary and Non-Contributory Insurance Endorsement
 - See 2022 Insurance Documents for limits, language and endorsements

**Auto liability is waived for the Community Center per Mayor since WVCC doesn't carry auto insurance.*

2. **Forms we need submitted for vendors other than carnival (ponies, rabbits, etc.)- WINSLOW:**

Completed Applefest Application

Completed 'Warwick Applefest Carnival 2023 Hold Harmless and Indemnification Agreement'

Certificate of Insurance from the vendor to
(1) Village of Warwick,
(2) Warwick Valley Chamber of Commerce,
(3) Warwick Community Center, Inc.,

Certificates of Insurance must include:

- Statement in the description that the Village of Warwick, Warwick Community Center, and The Warwick Valley Chamber of Commerce is included as an additional insured of General Liability on a Primary and Non-Contributory basis.
- Additional Insured Endorsement
- Additional Insured Primary and Non-Contributory Insurance Endorsement
- Auto Liability Insurance
- Workers' Compensation Form C-105.2
- See 2022 Insurance Documents for limits, language and endorsements.

3. **Carnival/Inflatable Documents**

Warwick Valley Community Center, Warwick Valley Applefest Eve and Applefest 2023 Carnival Application with Horizon Entertainment & Attractions, Inc.

Applefest Supplier Insurance Information and General Release with *Applefest General Release (**Applefest General Release must be renamed to read 'Warwick Applefest 2023 Hold Harmless and Indemnification Agreement'**).

Hold Harmless and Indemnification Agreement between the Village of Warwick and Horizon Entertainment & Attractions, Inc.

4. **Insurance Forms from Horizon - Village of Warwick**

Certificate of Insurance from Horizon to Village of Warwick (*ACORD 25*) including:

Limits as stated in the Hold Harmless and Indemnification Agreement between the Village of Warwick and Horizon.

Auto Liability

Additional Insured (*form CG 20 26 04 13*)

Waiver of Transfer (*form CG 24 04 05 09*)

Primary & Noncontributory (*form CG 20 01 04 13*)

Proof of Worker's Compensation from Horizon to Village of Warwick

*See examples from 2022 application.

5. Insurance Forms from Horizon - Warwick Valley Community Center

Certificate of Insurance from Horizon to Warwick Valley Community Center (*ACORD 25*) including:

Additional Insured (*form CG 20 26 04 13*)

Waiver of Transfer (*form CG 24 04 05 09*)

Primary & Noncontributory (*form CG 20 01 04 13*)

Proof of Worker's Compensation from Horizon to Warwick Valley Community Center

*See examples from 2022 application.

6. Insurance Forms from Horizon - Warwick Valley Chamber of Commerce, Inc.

Certificate of Insurance from Horizon to Warwick Valley Chamber of Commerce, Inc. (*ACORD 25*) including:

Additional Insured (*form CG 20 26 04 13*)

Waiver of Transfer (*form CG 24 04 05 09*)

Primary & Noncontributory (*form CG 20 01 04 13*)

Proof of Worker's Compensation from Horizon to Warwick Valley Chamber of Commerce, Inc.

*See examples from 2022 application.



**Warwick Community Bandwagon Inc.
11 Hamilton Ave, Warwick NY 10990 845-986-6422**

August 24, 2023

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

Dear Honorable Mayor and Trustees,

First, we must apologize for missing the 90 days requested for submission of permits. We sincerely tried our best to meet that deadline, unfortunately it was not to be.

Last years Applefest, as I am sure you remember, was a bit stressful for us with Carnival Company and we decided they would not be returning. This created a large gap that we need to fill, in the entertainment area for our Youth component of Applefest and in Stanley Deming, which is The Community Centers responsibility.

Unfortunately, I could not find a suitable "Carnival" type of entertainment that either was available, would come in for 3 days, or would come to a small park area like we have.

So, we pivoted to other ideas. Many of which took time to flesh out and unfortunately then did not pan out. The good news here is that we have lots of great options lined up for 2024!

Which brings us to 2023. This is a very fun idea and I have brought this to you, Mr. Mayor, and mentioned it to Ms. Collura and Mr. Cheney as well.

But we feel it is worth the risk and the Applefest Committee, The Chamber and Community Center will hopefully make some money. Which is why we are doing this. It is our biggest fundraiser of the year.

Request to grant permission to the Warwick Valley Community Center (WVCC) to hold the following activities in Stanley- Deming Park east of the creek for Applefest, October 1st, 2023, from 10am until 4:00pm.

Inflatable games and Obstacle courses.

We will sell wristbands for 3 sessions of 1.5 hours each to go in and play all games.

Games include Inflatable Shooting Star 2 lane Basketball Shoot

2 Lane Axe Throwing

Giant Connect Four

35 ft x35ft Corn Maze

3 Lane Obstacle Course

inflatable Bull

Wrecking Ball Game

Horizon Entertainment is fully licensed and insured. These are games, not bouncy houses, nor Carnival rides. And thus, fall under the Community Centers Insurance.

Winslow will be participating in this year's Applefest as well.

Sincerely,

Kerry Malone-Demetroules

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

RECEIVED

AUG 25 2023

FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE ON VILLAGE-OWNED PROPERTY

VILLAGE OF WARWICK
CLERK

Date Request Submitted: August 24 2023

Title of Event: Applefest

Purpose of Event: Applefest fundraiser for Warwick Valley Community Center

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: Oct 1, 2023 Rain Date(s) Requested: _____

Arrival Time: 5am Departure Time: 6pm

Event Start Time: 9am Event End Time: 5pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Kerry Malone Demetriou

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

Warwick Community Bandwagon

Mailing Address of Responsible Party: 11 Hamilton Ave Warwick NY

Residential Address of Responsible Party: _____

Email Address: Kerry.WVPC@gmail.com Cell Phone: 845.800.4417

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

Name of Organization (if Applicable): Warwick Community Bandwagon, Inc

Organization's Phone: 845.800.6422 Email Address: Warwickny Community Center @gmail.com

Name of Organization's Director(s)/Officer(s): KAREN THOMAS

Mailing Address of Organization: 11 Hamilton Ave

Physical Address of Organization: Same

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 400
of Adults: 200 # of Under 18 Yrs. Old: 400

Expected Number of Vehicles Intended at the Event: 0

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:	CHECK YES OR NO
Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <i>Location of Music/Loud Speakers/ Sounds System:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up:</i> <i>Date & time tent will be removed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

SPECIAL REQUESTS:

CHECK YES OR NO

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

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

SECTION 5: FEES/SECURITY DEPOSIT

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

- Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season
- \$500 Security Deposit (*Must be a Separate Payment*)

TOTAL FEE: \$ 500 (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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

Additionally, I agree to accept notices or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of Chapter 39 'Assemblies, Public' of the Village Code of the Village of Warwick.

Furthermore, I authorize the Village of Warwick or its lawful agents to observe the event at any time for the purpose of inspecting the same, the facilities provided and the cleaning of the premises after the termination of the assembly.

Kerny Malou Demetrios [Signature] 8/24/2024
 Printed Name of Applicant/Responsible Party Signature of Applicant/Responsible Party Date

Warwick Community Bandwagon, Inc. Warwick Community Bandwagon, Inc. KT

Clerk Use Only: Security Deposit Check # 5372 Certificate of Insurance _____ Host Liquor Liability NA
 Fees Received NA Park Map(s) Police Dept. Approval (if applicable) NA
 Facility Use Calendar Parade Calendar (if applicable) NA
 *Certificates of Insurance Reviewed by NYMIR/Broker _____

Village of Warwick
Facility Use Requirements & Acknowledgement Form
For Gatherings Greater Than 200 People

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations or individuals wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for consideration. All forms, security deposit, fees, and insurance documents shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda *at least 90 days prior to the desired Board meeting* for which they will go before the Village Board for approval. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org
2. Permits must be requested by a **Town of Warwick** resident. Said resident shall be responsible for the event, club, team or group to which this permit is issued.
3. Organizations/individuals shall indicate areas to be used during an event or season on the attached map.
4. A fee, as listed on the Village Schedule of Fees, will be charged for use of field lights.
5. A limited number of tables and chairs are available for use in the Memorial Park pavilion. Applicants are responsible for the set up and take down.
6. A security deposit of \$500 for gatherings of over 200 people is required at the time the application is submitted to the Village Clerk. If the grounds are restored to proper condition, the deposit will be refunded 30 days following the conclusion of the event. Should any damage be done to the premises for which the cost to repair shall be in excess of said deposit, then either the individual making application for said permit or the group which they represent or on whose behalf they sign, or both, may be held legally responsible for said excess costs.
7. The Village Board of Trustees, at its discretion, has the authority to waive any facility use fees and/or security deposit.
8. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Not less than \$500,000/\$1,000,000 bodily injury or death.

Limits of not less than \$500,000 for property damage.

Excess Insurance:

\$_____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

Host Liquor Liability – Required if Alcohol is to be Included at Event

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The

failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.

- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.
- VIII. Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Individuals - Required Insurance Homeowners Insurance:

- Section Two – Liability:
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.
- Not less than \$500,000/\$1,000,000 bodily injury or death.
- Limits of not less than \$500,000 for property damage.
- Policy shall not exclude the off-premises activities of the insured.
- Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Host Liquor Liability – Required if Alcohol is to be Included at Event

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

- 9. Alcohol is not permitted in any Village Park or Park Facilities, or Village owned property without a special permit issued by the Village Board of Trustees. Additional liability insurance (Host Liquor) is required if alcohol is part of your event.
- 10. All persons shall comply with the rules and regulations as set forth in Chapter 90 'Park Rules and Regulations' of the Code of the Village Warwick. *See Exhibit A.*
- 11. All persons shall comply with the rules and regulations as set forth in Chapter 39 'Assemblies, Public – Village Owned Property' of the Code of the Village of Warwick. *See Exhibit B.*
- 12. Illegal drugs, smoking, tobacco use, cannabis, electronic cigarettes, and vapor products are not permitted.
- 13. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are prohibited, and those violating this prohibition will be removed from the premises and will be subject to prosecution.

14. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution which shall be binding for all parties.
15. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
16. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
17. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage the event generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
18. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
19. Supervision and parking are the responsibility of the applicant organization/individual.
20. Permits may be revoked at any time.
21. All posted rules must be adhered to.
22. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
23. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
24. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.
25. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
26. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

INDEMNITY & HOLD HARMLESS

FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and

attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services. I have read and understand the Facilities Use Requirements:

Kerry Malone Demetralo 

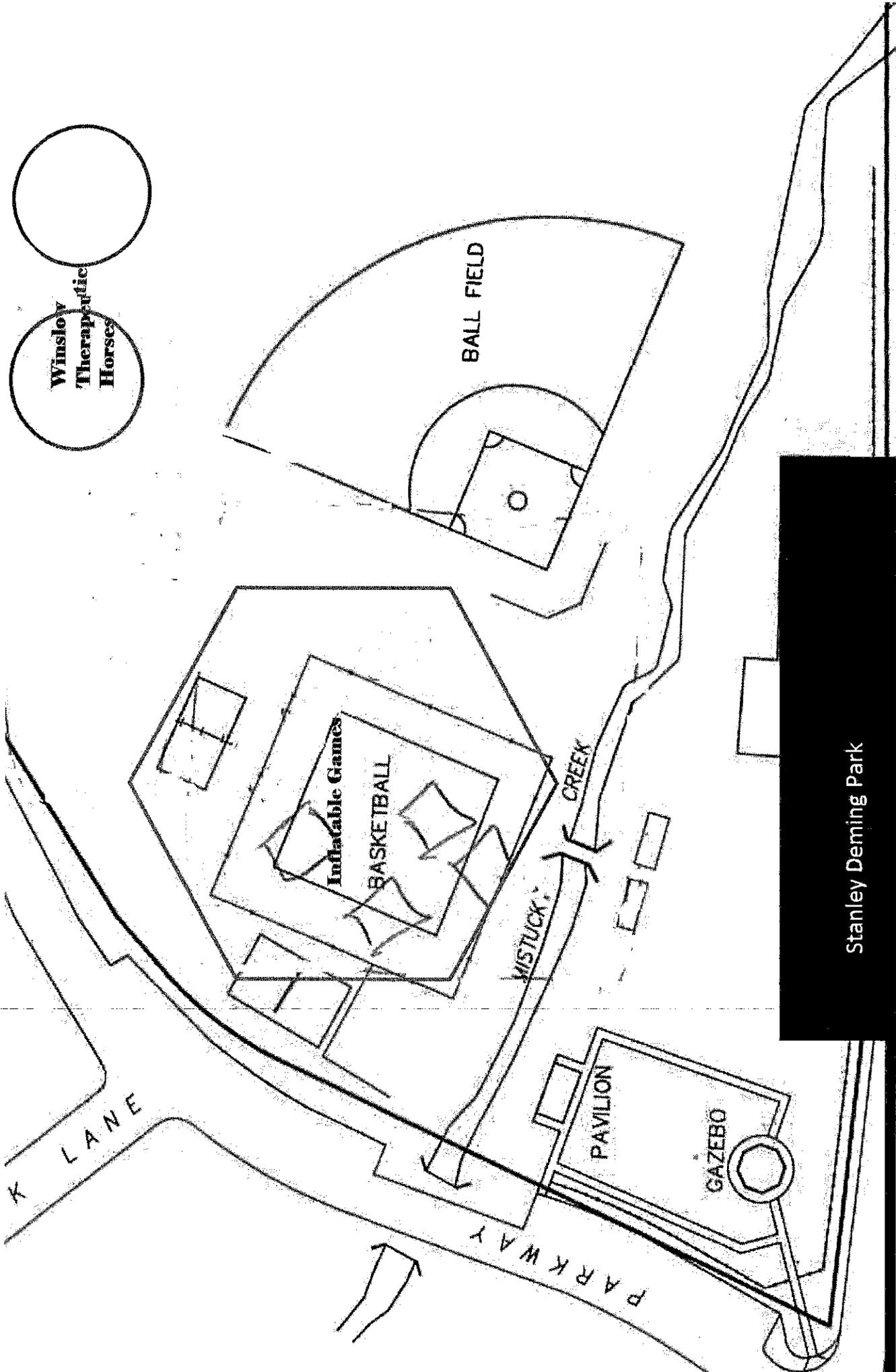
Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

8/24/2024
Date

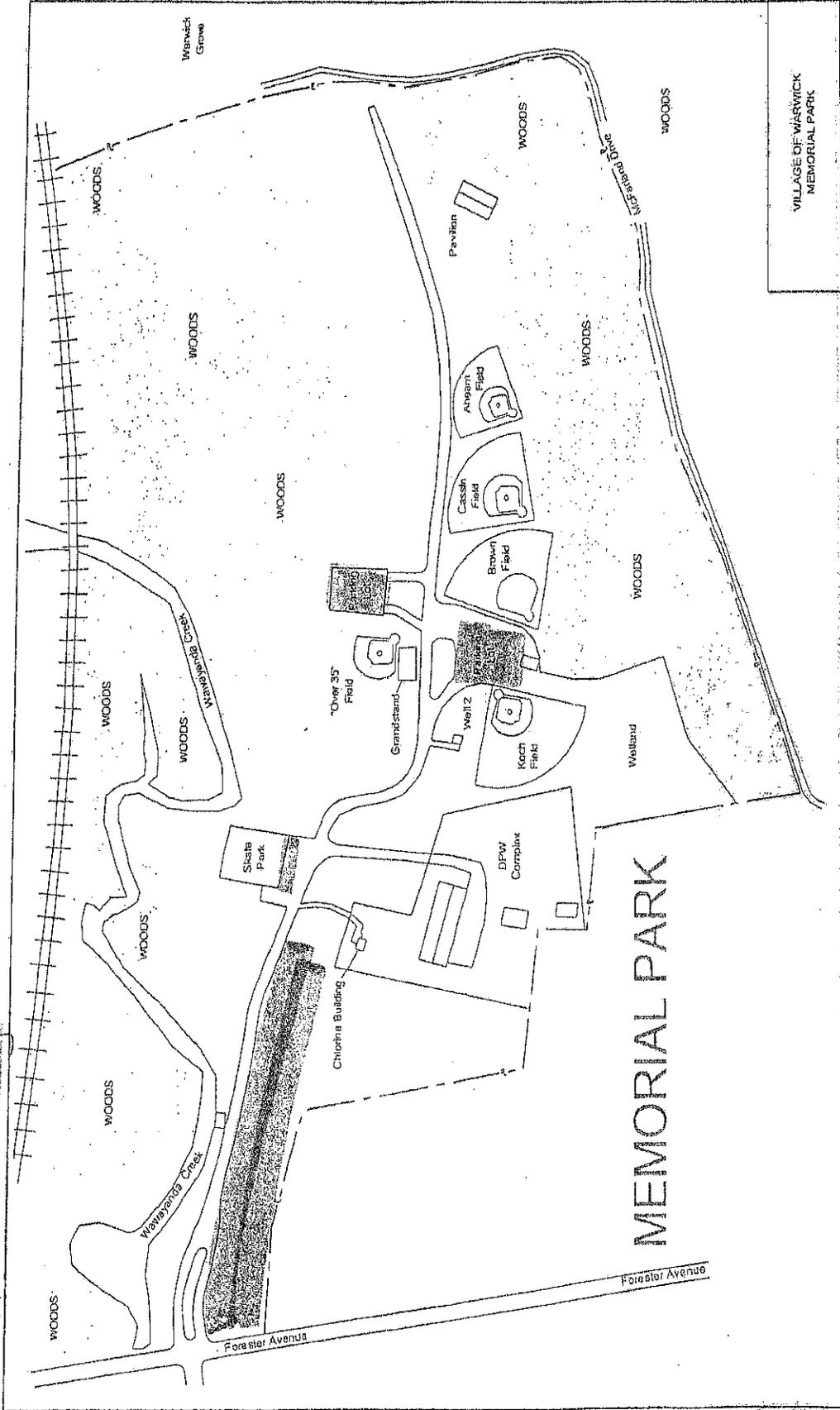
(14) Warwick Community Bandwagon, Inc. &

Winslow
Therapeutic
Horses



Stanley Deming Park

Applefest Park



MEMORIAL PARK

VILLAGE OF WARWICK
MEMORIAL PARK

WARWICK APPLEFEST EVENT 2023 HOLD HARMLESS & INDEMNIFICATION AGREEMENT
BETWEEN VILLAGE OF WARWICK & WARWICK COMMUNITY BANDWAGON, INC.

Warwick Community Bandwagon agrees to indemnify and hold harmless the Applefest Committee; the Village of Warwick, Inc., the Warwick Valley Chamber of Commerce, Inc. and any other unnamed sponsor, from any and all damages, claims, liabilities or judgments, including any and all fees or attorney fees incurred in the defense of any action brought against these entities, arising from the undersigned's activities engaged during Applefest 2023, and the time before and after Applefest 2023 as necessary for set up and break down of the Carnival.

Required Insurance:

Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.

- I. The policy naming the Village of Warwick, 77 Main Street, Warwick, NY 10990 as an additional insured shall:
 - II. Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - **At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.**
 - III. **The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.**
 - IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
 - V. Required Insurance: **No less than the following:**

• **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants. Not less than \$500,000/\$1,000,000 bodily injury or death.

Limits of not less than \$300,000 for property damage.

Excess Insurance:

\$_____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.
- VIII. Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Vendor Information and Signature:

Supplier Name: Warwick Community Bandwagon, Inc.

Supplier Address: 11 Hamilton Avenue, Warwick NY

Supplier Phone: 845-986-6422

10990

Supplier Name/Title (print): Karen Thomas, Executive Director

Supplier Signature: Karen Thomas

Date: 9.7.2023

Notary (required): [Signature]

RAINA M ABRAMSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6365303
Qualified in Orange County
My Commission Expires Oct. 02, 2025

WARWICK APPLEFEST AGREEMENT

This Warwick Applefest Agreement (the "Agreement") is made and entered into as of the ____ day of August, 2022 by and between the Warwick Community Bandwagon, Inc., d/b/a Warwick Valley Community Center (the "Center"), and the Warwick Valley Chamber of Commerce, Inc. (the "Chamber").

WHEREAS, the Chamber is engaged in, among other things, operating, developing, modifying, and expanding its Warwick Applefest Festival (the "Festival");

WHEREAS, the Chamber desires to engage the Center to provide the Chamber certain Services (hereinafter defined in paragraph 1 of this Agreement), and to assist the Chamber in the performance of the Festival, and the Center is willing to provide such assistance, in accordance with the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, this Agreement shall supersede and replace a similar prior agreement between the parties dated June 22, 2017 and signed on September 28, 2017;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree as follows:

Services.

1.1. Services. The Center hereby agrees to provide to the Chamber the following services:

1.1.1. Operate up to 6 public parking lots as designated by the Chamber. Operation shall include the following:

1.1.1.1 Providing no fewer than three volunteers per non-vendor parking lot between 8 a.m. and 4 p.m. At least one volunteer shall remain at each parking lot until the last bus unloads passengers (at approximately 5:30 p.m.)

1.1.1.2 Providing no fewer than three volunteers for the Vendor parking lots, from the hours of 5:30am to 6:30am and providing a total of four volunteers from 6:30 a.m. to approximately 10:30 a.m. or until such time as the lot reaches capacity,

1.1.1.3 Collecting and remitting all Parking Fees to be counted by a Center member and a Chamber member, then deposited into the Chamber Applefest Account for accounting purposes;

1.1.1.4 Placement of parking signs in the community no later than 5:00pm Saturday before the Festival, and collection of all such signs within 2 days weather permitting (4 days max) after the Festival, as directed by the Applefest Committee;

1.1.2. Coordinate the music and entertainment for the Festival; including the development of talent/bands, coordination of equipment on the day of the Festival, setting up of stages/tents, manning one or more stages on the day of the Festival, all to be approved by the Applefest Committee;

1.1.3. Develop activities for Stanley Deming Park in coordination with the Applefest Committee. The Center will be primarily responsible for contact/communication with vendors and coordinating the chosen activities at the basketball side of the park; and

1.1.4. Appoint three individuals including the President of the Community Center and two other representatives of the Center to actively and regularly participate in Applefest Committee meetings and provide clear and expedient communication with Coordinators and Applefest Committee members for purposes of planning and coordinating the activities and events of the Festival.

1.15. All revenues collected from the Parking and Festival will be counted and collected by one or more representative(s) of each party organization as designated by the Applefest Committee, who will each sign a tally sheet in duplicate and then remit all such funds to the designated Chamber representative by the end of the Festival day.

1.2. The Center agrees to utilize ordinary care and diligence in rendering the Services to the Chamber.

1.3. During the Term of this Agreement, the Chamber shall be responsible for all costs associated with replacing worn parking signs, but the Center shall be responsible for all costs associated with replacing missing parking signs. Any expenses needed for the execution of the work performed for Parking must be submitted for approval before the date of the event.

1.4. Decisions related to detailed operational functionality of the Festival shall be determined by the Applefest Committee, comprising three representatives from the Center including the President of the Board of Directors and 2 additional individuals from the Center and such other persons as determined by the Chamber; all financial decisions related to the Festival, including determination of appropriate Parking Fees, will be discussed and approved by the Applefest Committee.

1.5. All revenues, including advertising revenues, collected by the Center for services, events or activities related to, or marketed using the name of, the Festival, regardless of source, shall be remitted to the Chamber for accounting purposes. The only exception to this is charitable donations made directly to the Center, for which the donor receives nothing in exchange. Such charitable donations shall be retained by the Center, but the Center shall report to the Chamber the amount and source of any "Qualified Sponsorship Payments" (as such term is defined by Section 513 of the Internal Revenue Code) received by the Center in connection with the Festival. However, no donor of a Qualified Sponsorship Payment to the Center shall be entitled to recognition for such Qualified Sponsorship Payment in the official promotional materials of the Festival that are managed and paid for by the Chamber or Committee.

Compensation for Services

2.1. Fee for Services. In consideration of the provision of the Services by the Center, the Chamber agrees to pay to the Center the following fees:

2.1.1. 100% of the Net Revenues received from Parking Fees, plus

2.1.2. A fee of \$23,000.00 plus or minus 40% of the difference between \$76,900.00 (prior average non-parking related net revenues) and actual non-parking related Net Revenues for the entire Festival.

2.1.3. Net Revenues shall be defined as the total income collected, after the payment of all Committee-approved expenses. For purposes of clarity, non-parking related Net Revenue shall be calculated as Gross Festival Income minus Gross Parking Fees, minus all Chamber-approved expenses related to the Festival.

2.1.4. An advance against the fee shall be paid by the Chamber to the Center in the amount of \$5,000.00, no later than 30 days prior to the Festival.

2.2. Payment. The Chamber shall remit to the Center all funds payable under section 2.1.1. above within a reasonable time following reconciliation of such funds. The balance of payments to the Center shall be due before the end of the calendar year.

Term.

3.1 Term. This Agreement shall become effective as of March 31, 2022 and shall continue in full force and effect thereafter for approximately three (3) years and will expire on March 31, 2025. This Agreement will automatically renew thereafter unless terminated in writing by either party (upon written notice to the other) at least two (2) months prior to the end of the then current term.

Both the Chamber and Community Center acknowledge that the COVID-19 pandemic has resulted in uncertainty in connection with Applefest. Both parties agree that either party shall have the option but not the obligation to renegotiate this contract following the 2022 Applefest and subsequent accounting. Such option shall be exercised no later than January 31, 2023.

Independent Contractor.

4.1. Independent Contractor. The parties intend that the Center, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Center is not to be considered an agent, affiliate, partner, joint venturer, or employee of the Chamber.

4.2. Notwithstanding anything to the contrary herein, the Center may create and promote their own events for the community on Friday and/or Saturday night prior to the Festival, at their own expense, and all monies received by the Center for such events may be retained by the Center.

4.3. The Center acknowledges that the Chamber has exclusive rights to the "Applefest" trademark, and pursuant to this Agreement, the Center is hereby granted a limited, revocable license to use the "Applefest" trademark, but only in association with the Center's provision of

Services hereunder and in promoting activities related to the Festival, or as otherwise approved by the Chamber. Such license shall automatically terminate upon termination of this Agreement.

Liability & Insurance.

5.1. In the performance of the Services hereunder, the Center shall take all reasonable precautions necessary for the safety of and prevention of damage to property, and for the safety of and prevention of injury to persons, including the Chamber's employees, volunteers and representatives, the Center's employees, volunteers and representatives, and third persons. All work performed by or on behalf of the Center shall be performed entirely at the Center's own risk. The Center agrees to carry, for the duration of any period in which they are engaging in activity under or pursuant to this Agreement, Comprehensive General Liability insurance, with limits not less than \$1,000,000/occurrence and \$2,000,000/policy aggregate as well as Workers Compensation Insurance, and with insurers acceptable to the Chamber. Workers Compensation coverage shall be maintained for Center employees, but Chamber acknowledges that Center is not obligated to maintain Workers Compensation insurance for volunteers.

5.2. The Chamber shall provide Comprehensive General Liability insurance at its own expense, covering all aspects of the Festival for the day of the Festival. The Chamber shall have no obligation to pay for any insurance coverage/policy for the Center, nor provide any insurance coverage for any activities the Center may provide on Friday or Saturday night before the Festival.

5.3 The Center shall provide a certificate of insurance to the Chamber, as organizer, and the Village of Warwick, showing proof of coverage indicated in section 5.1. The Center will add both the Warwick Valley Chamber of Commerce, Inc. and the Village of Warwick as Additional Insured's on their Comprehensive General Liability policy. Certificates of such insurance will be provided at least 30 days in advance of the Festival date.

Force Majeure.

6.1 Force Majeure. In the event that a party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, tornado, war, strike, lockout, failure of public facilities, injunction or any act, exercise, or requirement of any governmental authority, epidemic, by an adverse judgment of a court of appropriate jurisdiction, an adverse arbitration decision, or by the action of any governmental regulatory agency with the authority to take such action, or any other cause beyond the reasonable control of the party invoking this provision, and if such party will have used commercially reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform will be excused and the time for performance will be extended for the period of delay or inability to perform due to the occurrence.

Governing Law and Jurisdiction.

7.1 Governing Law. This Agreement, and any question, dispute, or other matter related to or arising from this Agreement, will be governed by the laws of the State of New York.

7.2 Jurisdiction. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Orange County Supreme Court, New York.

Assignment.

8.1 Assignment. This Agreement may not be assigned by either party unless consented to in writing by the Chamber and the Center.

Notice.

9.1 Notice. All notices, requests, consents, demands, and other communications hereunder must be in writing and shall be personally delivered, sent by overnight carrier with a delivery receipt obtained, or by certified mail return receipt requested. Notice shall be deemed given upon receipt or refusal to accept delivery.

Binding Effect.

10.1 Binding Effect. This Agreement binds all of the parties hereto and their respective successors and assigns.

Severability.

11.1 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect, and added automatically to this Agreement shall be a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible in light of the overall intent of this Agreement taken as a whole.

Default.

12.1 Default. No party shall be in default of the performance of its obligations under this Agreement unless it shall have been provided notice of the alleged default and an opportunity to cure the same. Defaults shall be cured within ten (10) days of receipt of said notice. However, if the nature of the default is such that it is not capable of cure within said ten-day period, then if within said ten days the party alleged to be in default shall in good-faith commence to cure such default and continues thereafter with due diligence to complete the same as soon as is reasonably practicable, then such party shall not be considered in default. In the event of default, either party may pursue such remedies as a result thereof as are available at law or equity.

Entire Agreement.

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements, representations or understandings between them.

Counterparts.

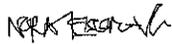
14.1 Counterparts. This Agreement may be executed in counterparts, and will be enforceable upon the exchange of facsimile signatures, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

Power to Enter Agreement.

15.1 Power to Enter Agreement. Each individual executing this Agreement on behalf of each party warrants that he or she has the right, power, and authority to execute this Agreement on behalf of, and to bind, such party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Dated:



Warwick Community Bandwagon, Inc., d/b/a Warwick Valley Community Center

By: Nora Elcar-Verdon

Title: As President

Dated:



Elizabeth K. Cassidy (Aug 26, 2022 09:03 EDT)

Warwick Valley Chamber of Commerce, Inc.

By: Elizabeth Cassidy

Title: As President

Applefest Contract 2022

Final Audit Report

2022-08-26

Created:	2022-08-25
By:	Kerry Demetroules (warwicknyccommunitycenter@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbidVPfiGAuTICOmV40u--Q8koxGCDy4

"Applefest Contract 2022" History

-  Document created by Kerry Demetroules (warwicknyccommunitycenter@gmail.com)
2022-08-25 - 7:57:22 PM GMT- IP address: 148.75.134.17
-  Document emailed to Nora Elcar-Verdon (nora.elcarverdon@gmail.com) for signature
2022-08-25 - 7:58:27 PM GMT
-  Document emailed to ecassidy@ekcassidylaw.com for signature
2022-08-25 - 7:58:27 PM GMT
-  Email viewed by Nora Elcar-Verdon (nora.elcarverdon@gmail.com)
2022-08-25 - 8:57:35 PM GMT- IP address: 104.28.39.155
-  Document e-signed by Nora Elcar-Verdon (nora.elcarverdon@gmail.com)
Signature Date: 2022-08-25 - 10:23:16 PM GMT - Time Source: server- IP address: 216.6.141.88
-  Email viewed by ecassidy@ekcassidylaw.com
2022-08-26 - 1:02:06 PM GMT- IP address: 69.114.121.56
-  Signer ecassidy@ekcassidylaw.com entered name at signing as Elizabeth K. Cassidy
2022-08-26 - 1:02:59 PM GMT- IP address: 69.114.121.56
-  Document e-signed by Elizabeth K. Cassidy (ecassidy@ekcassidylaw.com)
Signature Date: 2022-08-26 - 1:03:00 PM GMT - Time Source: server- IP address: 69.114.121.56
-  Agreement completed.
2022-08-26 - 1:03:00 PM GMT



Adobe Acrobat Sign

AGENCY CUSTOMER ID: 00002737

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Vogel and Moore Inc		NAMED INSURED Warwick Community Bandwagon Inc	
POLICY NUMBER PHU839342, PHPK 2484741		11 Hamilton Ave Warwick, NY 10990-1509	
CARRIER Philadelphia Insurance Companies	NAIC CODE	EFFECTIVE DATE: See Acord 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
Coverage Provided is Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Village of Warwick</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 08/24/2023

Name of Person or Organization (Additional Insured):

Village of Warwick

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Village of Warwick

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT PHONE (A/C, No, Ext): 877-783-1161 FAX (A/C, No): 260-459-5870 E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM INSURER(S) AFFORDING COVERAGE INSURER A: MARKEL INSURANCE COMPANY NAIC # 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WARWICK COMMUNITY BANDWAGON INC. 11 HAMILTON AVE. WARWICK, NY 10990	

COVERAGES **CERTIFICATE NUMBER:** 2087147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <u>Owners & Contractors</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MKP0500975400	12:01AM 9/29/23	12:01AM 10/03/23	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea. occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 5000000 PRODUCTS-COMP/OP AGG 5000000 BODILY INTJ TO PART 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY FOR LIABILITY CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.
 RE: FOR USE OF PARKING AND INFLATABLES OPERATIONS. COVERAGE IS PNC.

CERTIFICATE HOLDER WARWICK VALLEY CHAMBER OF COMMERCE SOUTH STREET CABOOSE P.O. BOX 202 WARWICK, NY 10990	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: 00002737

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Vogel and Moore Inc		NAMED INSURED Warwick Community Bandwagon Inc	
POLICY NUMBER PHU839342, PHPK 2484741		11 Hamilton Ave Warwick, NY 10990-1509	
CARRIER Philadelphia Insurance Companies	NAIC CODE	EFFECTIVE DATE: See Acord 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance
Coverage Provided is Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Warwick Valley Chamber Commerce</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Effective Date: 08/24/2023

Name of Person or Organization (Additional Insured):

Warwick Valley Chamber of Commerce

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Warwick Valley Chamber of Commerce

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Any and all claims arising from the use or operation of inflatables, games or rides

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



Invoice: 18696801
Order Date: 8/23/2023

Horizon Entertainment and Attractions

PO Box 2335 Wayne, NJ, 07474

Phone: (973) 694-2500

Event Location

Warwick Community Bandwagon, Inc

Kerry Malone-Demetroules

South Street/Park way

Warwick, NY 10990

Cell: (845) 800-4417

Start Date: 10/1/2023 10:30am

End Date: 10/1/2023 3:30pm

Delivery method: Fully Staffed

Purchase Order:

Name	Qty	Total
Corn Maze	1	\$1,100.00
Wrecking Ball	1	\$1,100.00
Shooting Star	1	\$900.00
Axe Throwing	1	\$1,100.00
Giant Connect 4	1	\$150.00
Zip It Obstacle	1	\$1,100.00
Mechanical Bull	1	\$1,800.00
Generators	1	\$600.00
Travel	1	\$500.00
1 hour Overtime	1	\$600.00

Rentals subtotal \$8,950.00

Sales Tax % \$0.00

Total **\$8,950.00**

Deposit Due \$8,950.00

Amount Paid \$0.00

Balance Due \$8,950.00

Event Notes:

Customer:

Warwick Community Bandwagon, Inc

11 Hamilton Ave

Warwick, NY 10990

Contract and Terms

1. Horizon will only be responsible for providing the specific goods and/or services contained above, or otherwise agreed to in a further writing executed by Horizon.
2. Client agrees that any entertainer booked is to operate rain or shine, no rain date is available for any performer oriented services.
3. Client acknowledges that a mutually agreed upon rain date will be available if requested at signing based on equipment rentals of inflatable or amusement attractions, substitutions may be made at Horizon's discretion with an equivalently priced or themed attraction.
4. Client acknowledges that the aforementioned rain date will be null and void if any inflatable or amusements have been setup in preparation of the event furthermore the balance will be non refundable.
5. Horizon shall have the right to make reasonable and comparable substitutes if requested performers or goods are unavailable or unable to perform.
6. Horizon shall not be liable for any delay, postponement or cancellation on Horizon's behalf which is caused, in part or full, by circumstances beyond Horizon's control. Client shall still be obligated to pay Horizon for the proportionate amount of goods and services provided.
7. Any and all balance due must be paid in full at minimum 48 hours prior to the start of the contracted attraction.
8. Client agrees that the full balance is due upon the signing of any event or attraction which is within 30 days of the event date.
9. Client acknowledges that a 50% deposit is due upon signing for their event. All events booked outside of 30 days will need the remaining payment one month to the day prior to the event start date.
8. This agreement shall become binding and effective once signed by client but not fully executed until the client's full deposit has been received by Horizon.

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Furnish all necessary licenses that may be required by law to operate.
2. Provide any required entrance and parking passes.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Karen Thomas

148.75.134.17 on 8/23/2023

Signature

8/23/2023

Date

Karen Thomas Executive Director

Printed Name

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is made this 8th day of September, 2023, by and between THE VILLAGE OF WARWICK (hereinafter the "VILLAGE"), a municipal corporation having offices at 77 Main Street, Warwick, New York 10990 and HORIZON ENTERTAINMENT & ATTRACTIONS, INC., a corporation having offices at P.O. Box 2335, Wayne, New Jersey 07474 (hereinafter "HEA")

WHEREAS, HEA owns and operates amusement rides and attractions for use at fairs, festivals and other special events in and around New Jersey and New York; and

WHEREAS, the VILLAGE is the site of a special event produced by the Warwick Valley Community Center and the Warwick Valley Chamber of Commerce known as "Applefest" which will be held on October 1, 2023; and

WHEREAS, set up for vendors at Applefest begins on 10/1/23 and the clean-up, removal and "break-down" period for vendors ends on 10/1/23; and

WHEREAS, HEA wishes to place and operate amusement rides and attractions on VILLAGE property during Applefest as part of the festivities; and

WHEREAS, the VILLAGE has insurance and indemnity requirements in regard to the activity proposed by HEA; and

WHEREAS, HEA is willing to comply with the VILLAGE's said requirements;

NOW, THEREFORE, the VILLAGE and HEA hereby agree as follows:

1. It is expressly represented, understood and agreed by and between the VILLAGE and HEA that HEA, its employees, agents and contractors are not contractors, employees or agents of the VILLAGE.

2. Prior to setting up, placing or operating any rides or attractions on VILLAGE property, and in no event later than July 1, 2023 (90 days before the event), HEA shall provide to the VILLAGE with a certificate of insurance for Comprehensive General Liability, including Bodily Injury, Property Damage, Personal & Advertising Injury in an amount of not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence and Five Million and 00/100 Dollars (\$5,000,000) policy aggregate on a primary and noncontributory form. The VILLAGE shall be an additional insured on the liability policy(s) purchased by HEA pursuant to this agreement.

3. In addition to the said insurance coverage, HEA agrees to indemnify, hold harmless and defend the VILLAGE from any and all damages, claims, liabilities or judgments, including any and all fees or attorney fees incurred in the defense of any action at law, equity or otherwise, arising from any activities engaged in by HEA, its officers, employees, agents and

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

On _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared Michael 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 NJ)
) ss.:
COUNTY OF Passaic)

On 9/8/23, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Rami Ratel 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MRatel

Notary Public

Maria D Ratel
Notary Public
New Jersey
My Commission Expires 10-30-24
No. 50115825

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT - RIDER
BETWEEN THE VILLAGE OF WARWICK & HORIZON ENTERTAINMENT &
ATTRACTIONS, INC.

1. It is expressly understood and agreed between the parties that the obligation to hold harmless and indemnify the Village includes payment for any applicable deductibles and self-insured retention expenditures incurred by the Village arising from conduct subject to the terms of this Agreement.

2. At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.

THE VILLAGE OF WARWICK

By: _____ Date: _____
Michael Newhard, Mayor

HORIZON ENTERTAINMENT & ATTRACTIONS, INC.

By: *R. R. A.* Date: 9/8/23

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

On 9/8/23 , 20 23 , before me, the undersigned, a notary public in and for said state, personally appeared Michael 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.

 M. Ratel

Notary Public

Maria D Ratel
Notary Public
New Jersey
My Commission Expires 10-30-24
No. 50115825

STATE OF NJ)
) ss.:
COUNTY OF Passaic)

On 9/8/23, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Rami Ratel 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maria D Ratel

Notary Public

Maria D Ratel
Notary Public
New Jersey

My Commission Expires 10-30-24
No. 50115825



ADDITIONAL REMARKS SCHEDULE

AGENCY The Secret Insurance Agency LLC		NAMED INSURED Horizon Entertainment & Attractions Inc PO Box 2335 Wayne, NJ 07474	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Warwick
 Insured where required by written contract for General Liability. Coverage is primary and non-contributory. Waiver of subrogation applies where required by written contract.

For services rendered during Applefest on October 1, 2023, Warwick Applefest. The Warwick Community Bandwagon Inc. d/b/a Warwick Valley Community Center Inc., Village of Warwick Inc and Warwick Valley Chamber of Commerce Inc will be added as additional insured's for General Liability on a Primary and Non-contributory basis, as per this signed and notarized Agreement.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 19
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 7
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Horizon Entertainment & Attractions Inc. PO Box 2335 Wayne, NJ 07474</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>973-715-7202</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>N/A</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>22-3114444</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warwick Valley Chamber of Commerce Inc. P.O. Box 202 Warwick, NY 10990</p>	<p>3a. Name of Insurance Carrier</p> <p>Hanover American Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WZYJ401826</p> <p>3c. Policy effective period</p> <p>05/01/2023 to 05/01/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE of the workers' compensation insurance policy**). The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Stan Hladik

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stanley W. Hladik 9/8/23

(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-812-7327

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



AGENCY CUSTOMER ID: HORIZONTAL-01

NEIC01

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Secret Insurance Agency LLC		NAMED INSURED Horizon Entertainment & Attractions Inc PO Box 2335 Wayne, NJ 07474	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Warwick

Insured where required by written contract for General Liability. Coverage is primary and non-contributory. Waiver of subrogation applies where required by written contract.

For services rendered during Applefest on October 1, 2023, Warwick Applefest. The Warwick Community Bandwagon Inc. d/b/a Warwick Valley Community Center Inc., Village of Warwick Inc and Warwick Valley Chamber of Commerce Inc will be added as additional insured's for General Liability on a Primary and Non-contributory basis, as per this signed and notarized Agreement.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 19
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 7
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



AGENCY CUSTOMER ID: HORIZENT-01

NEIC01

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Secret Insurance Agency LLC		NAMED INSURED Horizon Entertainment & Attractions Inc PO Box 2335 Wayne, NJ 07474	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Warwick

Insured where required by written contract for General Liability. Coverage is primary and non-contributory. Waiver of subrogation applies where required by written contract.

For services rendered during Applefest on October 1, 2023, Warwick Applefest. The Warwick Community Bandwagon Inc. d/b/a Warwick Valley Community Center Inc., Village of Warwick Inc and Warwick Valley Chamber of Commerce Inc will be added as additional insured's for General Liability on a Primary and Non-contributory basis, as per this signed and notarized Agreement.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 19
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P100.534.728.3
Named Insured: HORIZON ENTERTAINMENT & ATTRACTIONS INC
Endorsement Number: 7
Endorsement Effective: 09/14/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Horizon Entertainment & Attractions Inc. PO Box 2335 Wayne, NJ 07474</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>973-715-7202</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>N/A</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>22-3114444</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warwick Community Bandwagon Inc. 11 Hamilton Ave Warwick, NY 10990</p>	<p>3a. Name of Insurance Carrier</p> <p>Hanover American Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WZYJ401826</p> <p>3c. Policy effective period</p> <p>05/01/2023 to 05/01/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Stan Hladik
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stanley W. Hladik 9/8/23
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-812-7327

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



WARWICK APPLEFEST 2023

STANLEY-DEMINGPARK

"Winslow Ponies" APPLICATION

2023

When	Sunday, October 1, 2023 - 9:00 am-5:00 pm - RAIN OR SHINE!
Where	Village of Warwick, New York 10990
Set-Up	6 am - 8

Business Name CLCF Winslow Therapeutic Center Contact Person Sue Ferro / Nikki Ferro
 Email Address SUE@winslow.org Phone number 845-986-6686
 Address 1433 State Rt 17A City Warwick State NY Zip 10990

*****For Security Purposes Please supply the following information. This information will not be shared.

Date of Birth _____ Driver's License Number _____
 Emergency Contact Name _____ Emergency Contact Number _____

Please list all structures, Equipment, and Number of Ponies you will have at Applefest 2023

2 ROUND PENS Horse trailer & truck Fencing for arena enclosure
tent table 4 Horses

Rules and Agreement: Attached

1. CLCF dba Winslow Therap will have the right to charge what they see fit for their rides for the year 2023. We have agreed to collect a flat fee of \$450.00 to be received no later than 9/15/23
2. Winslow is responsible for all set-up and removal of any signs, equipment, etc., for which you will require.
3. All properly executed equipment/ride inspections are to be obtained prior to the event.
4. Set-up/takedown and removal of all equipment must be done prior to and after the event.
5. All equipment left on the premises prior to, during, and after the event must always be attended to.
6. Violation of any of the terms outlined in this contract will be considered a breach of contract.

I've read the Applefest Rules & will comply with them.

Signature Required

Susan Ferro

Date

8-31-2023

Please Print Name

SUSAN FERRO

Title

EXECUTIVE DIRECTOR

Company Name

CLCF dba Winslow Therapeutic

WARWICK APPLEFEST EVENT 2023 HOLD HARMLESS & INDEMNIFICATION AGREEMENT
BETWEEN VILLAGE OF WARWICK & CLCF WINSLOW THERAPUTIC CENTER

CLCF Winslow Therapeutic Center agrees to indemnify and hold harmless the Applefest Committee; the Village of Warwick, Inc., the Warwick Valley Chamber of Commerce, Inc. and any other unnamed sponsor, from any and all damages, claims, liabilities or judgments, including any and all fees or attorney fees incurred in the defense of any action brought against these entities, arising from the undersigned's activities engaged during Applefest 2023, and the time before and after Applefest 2023 as necessary for set up and break down of the Carnival.

Required Insurance:

Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.

- I. The policy naming the Village of Warwick, 77 Main Street, Warwick, NY 10990 as an additional insured shall:
 - II. Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - **At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.**
- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance: **No less than the following:**

• **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants. Not less than \$500,000/\$1,000,000 bodily injury or death.

Limits of not less than \$300,000 for property damage.

Excess Insurance:

\$_____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.
- VIII. Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Vendor Information and Signature:

Supplier Name: CLCF Winslow Therapeutic Center

Supplier Address: 1433 STATE ROUTE 17A, Warwick, NY 10990

Supplier Phone: 845-986-6686

Supplier Name/Title (print): Executive Director WTRE

Supplier Signature: [Signature]

Date: 9-9-2023

Notary (required): [Signature]

ANN MARIE MOORE
Notary Public, State of New York
Qualified in Orange County
No 01MO4525387
My Commission Expires 12-31-2026

NATIONAL GENERAL

an Allstate company

PO Box 3199 • Winston Salem, NC 27102-3199

INSURED:

CLC FOUNDATION INC.
1433 State Route 17A
Warwick NY 10990

WARWICK VALLEY CHAMBER OF COMMERCE
25 SOUTH ST
WARWICK, NY 10990

POLICY NUMBER: 2019902221
POLICY EFF DATE: 09/02/2023
POLICY EXP DATE: 09/02/2024
UNDERWRITING COMPANY:
National General Insurance Online, Inc.
Date: 09/08/2023

CERTIFICATE OF INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.**

**THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICY BELOW.**

This is to certify that the policy of insurance shown above has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER		EFFECTIVE DATE: 09/08/2023	
Type: Certificate Holder			
Name: Warwick Valley Chamber of Commerce			
Type of Insurance	Limits of Liability Provided		
Auto Liability: Scheduled Auto	\$500,000 Combined Single Limit		Property Damage Included

Cancellation:

Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell

Authorized Representative

09/08/2023

Issue Date

NATIONAL GENERAL

an Allstate company

PO Box 3199 • Winston Salem, NC 27102-3199

INSURED:

CLC FOUNDATION INC.
1433 State Route 17A
Warwick NY 10990

VILLAGE OF WARWICK
77 MAIN ST
WARWICK, NY 10990

POLICY NUMBER: 2019902221
POLICY EFF DATE: 09/02/2023
POLICY EXP DATE: 09/02/2024
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National General Insurance Online, Inc.
Date: 09/08/2023

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This is to certify that the policy of insurance shown above has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER		EFFECTIVE DATE: 09/08/2023	
Type: Certificate Holder			
Name: Village of Warwick			
Type of Insurance	Limits of Liability Provided		
Auto Liability: Scheduled Auto	\$500,000 Combined Single Limit		Property Damage Included

Cancellation:

Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell

Authorized Representative

09/08/2023

Issue Date

NATIONAL GENERAL
an Allstate company

PO Box 3199 • Winston Salem, NC 27102-3199

INSURED:

CLC FOUNDATION INC.
1433 State Route 17A
Warwick NY 10990

WARWICK COMMUNITY BANDWAGON DBA WARWICK VALLEY
COMMUNITY CENTER
11 HAMILTON AVE
WARWICK, NY 10990

POLICY NUMBER: 2019902221
POLICY EFF DATE: 09/02/2023
POLICY EXP DATE: 09/02/2024
UNDERWRITING COMPANY:
National General Insurance Online, Inc.
Date: 09/08/2023

CERTIFICATE OF INSURANCE

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This is to certify that the policy of insurance shown above has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER		EFFECTIVE DATE: 09/08/2023
Type: Certificate Holder		
Name: Warwick Community Bandwagon DBA Warwick Valley Community Center		
Type of Insurance	Limits of Liability Provided	
Auto Liability: Scheduled Auto	\$500,000 Combined Single Limit	Property Damage Included

Cancellation:

Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell

Authorized Representative

09/08/2023

Issue Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vogel and Moore Inc PO Box 438 Warwick, NY 10990	CONTACT NAME: Ann Marie Moore	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 845-986-9190	E-MAIL ADDRESS: annmarie@vogelmoore.com	
INSURED CLC Foundation Inc DBA Winslow Therapeutic 1433 State Route 17A Warwick, NY 10990	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National General		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

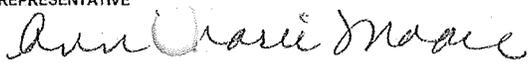
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2019902221	09/02/2023	09/02/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is added as additional insured

CERTIFICATE HOLDER

CANCELLATION

Warwick Community Bandwagon DBA Warwick Valley Community Center 11 Hamilton Ave Warwick, NY 10990	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) CLC FOUNDATION INC DBA WINSLOW THERAPEUTIC RIDING 1433 STATE ROUTE 17A WARWICK NY 10990</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (845) 986-6686</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 133676239</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Village of Warwick 77 Main St. Warwick, NY 10990</p>	<p>3a. Name of Insurance Carrier FARM FAMILY CASUALTY INSURANCE CO</p> <p>3b. Policy Number of Entity Listed in Box "1a" 3103W6910</p> <p>3c. Policy effective period 2/22/23 to 2/22/24</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: CHRISTOPHER J TARR
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/31/2023
(Signature) (Date)

Title: AGENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 845-738-8801

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

POLICY NUMBER: 3101G5560

READ CAREFULLY
THIS ENDORSEMENT CHANGES THE DIVISION V COVERAGE
PROVIDED BY THIS POLICY

SFP "10"® AMENDATORY ENDORSEMENT

ADDITIONAL INSURED -- NAMED PERSON OR ORGANIZATION

Optional Liability Coverage

- A. The definition of INSURED is amended to include the person(s) or organization(s) named below, but only with respect to liability arising out of YOUR operations or the PREMISES described below that are owned by or rented to YOU.
- B. The following additional exclusion applies to insurance under this endorsement:
 - 1. PERSONAL LIABILITY coverage under the policy does not apply to the person(s) or organization(s) named in this endorsement unless indicated below by .

. Coverage for PERSONAL LIABILITY is included.

The information required below may be shown on the Schedule of Liability.

Name and Address of Person(s) or Organization(s):

Village of Warwick
77 Main St.
Warwick, NY 10990

All other provisions of the policy remain unchanged.

POLICY NUMBER: 3101G5560

READ CAREFULLY
THIS ENDORSEMENT CHANGES THE DIVISION V COVERAGE
PROVIDED BY THIS POLICY

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- B. The following additional exclusion applies to insurance under this endorsement:
 - 1. PERSONAL LIABILITY coverage under the policy does not apply to the person(s) or organization(s) named in this endorsement unless indicated below by .

. Coverage for PERSONAL LIABILITY is included.

The information required below may be shown on the Schedule of Liability.

Name and Address of Person(s) or Organization(s):

Warwick Valley Community Center
11 Hamilton Ave
Warwick, NY 10990

All other provisions of the policy remain unchanged.

POLICY NUMBER: 3101G5560

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SFP "10"® AMENDATORY ENDORSEMENT

ADDITIONAL INSURED -- NAMED PERSON OR ORGANIZATION

Optional Liability Coverage

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- B. The following additional exclusion applies to insurance under this endorsement:
 - 1. PERSONAL LIABILITY coverage under the policy does not apply to the person(s) or organization(s) named in this endorsement unless indicated below by .

. Coverage for PERSONAL LIABILITY is included.

The information required below may be shown on the Schedule of Liability.

Name and Address of Person(s) or Organization(s):

Warwick Valley Chamber of Commerce
25 South St
Warwick, NY 10990

All other provisions of the policy remain unchanged.

POLICY NUMBER: 3101G5560

READ CAREFULLY
THIS ENDORSEMENT CHANGES THE DIVISION V COVERAGE
PROVIDED BY THIS POLICY

SFP "10"[®] AMENDATORY ENDORSEMENT

PRIMARY AND NONCONTRIBUTORY INSURANCE

Liability Conditions Division V

A. The following condition is added:

Primary and Noncontributory Insurance

1. Where required by written contract or agreement, this insurance is primary and/or noncontributory as respects to any other insurance policy issued to the additional insured.
2. If not required by written contract or agreement, this insurance is primary as respects to any other insurance available to the additional insured except:
 - a. as otherwise described in paragraph b. of Condition 8. Other Insurance in the Division V Liability Conditions; or
 - b. for any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

All other provisions of the policy remain unchanged.

POLICY NUMBER: 3101G5560

**READ CAREFULLY
THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THIS POLICY**

SFP "10"[®] AMENDATORY ENDORSEMENT

WAIVER OF SUBROGATION

General Policy Conditions

- A. General Policy Condition 6. Subrogation is deleted.

Property Conditions Divisions I, II, III and IV

- A. The following condition is added to Divisions I, II, III and IV Conditions:
Subrogation.
1. If the INSURED has rights to recover all or part of any payment WE have made under this policy, those rights are transferred to US. At OUR request, the INSURED will bring SUIT or assign those rights to US and help US enforce them. If any assignment is sought, an INSURED shall sign and deliver all related papers and cooperate with US in a reasonable manner.
 2. WE are not liable for the loss or may seek reimbursement of any payments made if the INSURED does anything after the loss to impair OUR right of recovery.
 3. If WE pay a loss to or on behalf of an INSURED and the INSURED recovers damages from another person for the same loss, the INSURED must hold the amount recovered in trust for US and reimburse US as provided under Recoveries.

Liability Conditions Division V

- A. The following condition is added to Division V Conditions:
Subrogation.
1. If the INSURED has rights to recover all or part of any payment WE have made under this policy, those rights are transferred to US. At OUR request, the INSURED will bring SUIT or assign those rights to US and help US enforce them. If any assignment is sought, an INSURED shall sign and deliver all related papers and cooperate with US in a reasonable manner.
 2. However, WE waive OUR right to recover all or part of any payment WE have made under Division V of this policy if the INSURED has entered into a written contract requiring such a waiver prior to the OCCURRENCE giving rise to the injury or damage for which WE make payment under Division V this policy.
 3. WE are not liable for the loss or may seek reimbursement of any payments made if the INSURED does anything after the loss to impair OUR right of recovery.

**Liability
Conditions
Division V**
- continued

4. If WE pay a loss to or on behalf of an INSURED and the INSURED recovers damages from another person for the same loss, the INSURED must hold the amount recovered in trust for US and reimburse US as provided under Recoveries.

All other provisions of the policy remain unchanged.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 14, 2023
ADDENDUM NO. 1**

6. **MOTION** to reimburse Kamath Vasudeva of 73 Laudaten Way for water/sewer penalties on account #805800-0 in the amount of \$26.69 for the June 15, 2023, billing cycle after a mailing error was discovered affecting certain streets within the Village of Warwick. 73 Laudaten Way was sold on August 23, 2023, therefore a credit is unable be applied to this account.

The vote on the foregoing motion was as follows:

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

7. **MOTION** to extend the appointment approved on June 20, 2023, of Matthew Hann to the position of Seasonal Department of Public Works Laborer for an additional 12 weeks, 40 hours per week at a salary of \$16.50 per hour, per the recommendation of DPW Supervisor Michael Moser.

The vote on the foregoing motion was as follows:

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

MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER, DPW SUPERVISOR

SUBJECT: SEASONAL LABORER, MATTHEW HANN

DATE: SEPTEMBER 12, 2023

Request a Motion to extend the appointment approved on June 20, 2023, of Matthew Hann to the position of Seasonal Department of Public Works Laborer for an additional 12 weeks, 40 Hours per week at a salary of \$16.50 per hour, per the recommendation of DPW Supervisor, Michael Moser.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 14, 2023
ADDENDUM NO. 2**

8. **MOTION** to approve the proposed settlement of the copyright claim of Michael Briner for \$4,500 and to authorize the Mayor to execute the Settlement Agreement.

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____