

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
SEPTEMBER 23, 2024  
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: September 3, 2024 & September 10, 2024.

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

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

3. Acceptance of Reports – August 2024: Clerk’s Office, Tax Collection, Justice Department, Planning Department, Building Department, & Department of Public Works.

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.

## **Presentation**

1. Payton Swenson and Wickham Works - Too Good to Toss "Store."

## **Announcement**

1. The Village of Warwick will be implementing new parking enforcement software to allow easier processing and payments of parking tickets. The system is due to go live in early October.

## **Correspondence**

1. Letter from Elizabeth Cassidy, Esq. regarding 10 Clinton Avenue Extension.
2. Letter from Patrick Gallagher regarding Short Term Rentals.

## **Discussion**

1. Draft Short-Term Rental Code.
2. Village Code § 135-16 All-night parking: South Street Parking Lot daytime limitation.  
<https://ecode360.com/37236457#37236456>
3. Schedule of Fees Parking Fines/Violations
4. 2024 NY Forward Revitalization Initiative Grant.
5. Clean Energy Communities Grant Project.

## **Public Comment - Agenda Items Only**

### **GUIDELINES FOR PUBLIC COMMENT**

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

**Motions**

**Trustee Cheney's Motions**

1. **MOTION** to authorize Village of Warwick DPW Employee, Chris Kane, to carry over 5 vacation days.

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

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

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

2. **MOTION** to approve the purchase of (3) three bolt on hydrants for the Water Department's stockpile in the amount of \$12,790.50 from Core & Main, per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F.8340.4650.

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

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

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

3. **MOTION** to approve a roof replacement for Well #1 in the amount of \$19,500.00 from Precision Roofing per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F.8340-4450.

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

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

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

4. **MOTION** to extend the appointment approved at the June 3, 2024, Village Board Meeting of Shane Augusta to the position of Seasonal Department of Public Works Laborer for an additional 12 weeks at 40 hours per week, 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 \_\_\_

5. **MOTION** to approve payment #4 in the amount of \$17,109.88 to TAM Enterprises, Inc. for the Pole Barn DPW project for work including the partial installation of the structure's metal framing per the recommendation of Village Engineer, Keith Woodruff. Funds are appropriated in budget code A1640.2350.

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

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

6. **MOTION** to approve and authorize the Mayor to sign Change Order No. 1 for the UV Disinfection Project contract with P.K. Songer, decreasing the contract price by \$57,257.65 with a new contract price of \$354,742.35, per the recommendation of Barton & Loguidice.

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

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

7. **MOTION** to approve payment #6 in the amount of \$45,992.35 to P.K. Songer as the final payment application for the installation of UV equipment as part of the Wastewater Treatment Plant UV Disinfection Improvement Project as certified by Barton & Loguidice. Funds are appropriated in budget code H.8120.2000.

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

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

8. **RESOLUTION INTRODUCING A PROPOSED LOCAL LAW  
TO ENACT VILLAGE CODE CHAPTER 115 –  
"SHORT TERM RENTAL PROPERTY".**

WHEREAS, the Village Board of the Village of Warwick has before it a proposed local law entitled: "A local law to amend the Village Code by enacting Chapter 115 entitled 'Short-Term Rental Property'; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the proposed local law;
2. That a public hearing on the proposed local law be set for October 21, 2024 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting;
3. That the proposed local law shall be referred to the Orange County Department of Planning for review and comment and to the Village of Warwick Planning Board for review and a report;
4. That the Village Board, as the sole involved agency in review of the proposed local law under the State Environmental Quality Review Act, hereby declares the proposed law to be an "Unlisted Action", approves the Short Form Environmental Assessment Form prepared in regard to it, and authorizes the Mayor to execute the same.

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

**9. RESOLUTION FOR NYS DISABILITY COVERAGE  
AND REIMBURSEMENT**

**WHEREAS**, the Village of Warwick has opted into providing New York State Disability Insurance Coverage for certain classes of its employees (hereinafter referred to as “covered employees”); and

**WHEREAS**, due to an inadvertent error, commencing on November 27, 2018, certain employees had \$0.60 deducted from their pay per week, while others had \$0.35 deducted from their pay per week, in contribution towards the cost of such Disability Insurance Coverage; and

**WHEREAS**, the Village desires to clarify the contribution amount that should have been charged to covered employees for Disability Insurance Coverage effective November 27, 2018; and

**WHEREAS**, the Village also desires to reimburse employees who were charged the incorrect contribution amount for the additional contribution costs they were charged from November 27, 2018 to present;

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of Trustees of the Village of Warwick hereby authorizes and approves a contribution rate of \$0.35 per week for covered employees for Disability Insurance Coverage, retroactive to November 27, 2018; and

**BE IT FURTHER RESOLVED** that the Village Board of Trustees of the Village of Warwick hereby:

1. Authorizes and approves the reimbursement of any covered employees for any amounts deducted in excess of such contribution rate from their pay during period from November 27, 2018, to present; and
2. Authorizes the Mayor, the Village Clerk and the Village Treasurer to take any necessary actions in order to effectuate such reimbursement; and
3. Authorizes the Mayor to sign NYS Workers' Compensation Board form DB-136, providing disability insurance coverage to all Village of Warwick Full-Time Employees and certifying that the contribution rate of each such employee is at the rate of ½ of 1% and the maximum contribution rate of any employee of \$0.35 per week.

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

- 10. **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 23, 2024 as part of the 2024 Applefest Community Center Event: Inflatable games, rides, the selling of packaged foods, and obstacle courses from Horizon Entertainment on Sunday, October 6, 2024 from 9:00 a.m. to 5:00 p.m., with set up to begin at 7:00 a.m. and breakdown to be complete by 7:00 p.m.; Pony rides by Winslow Therapeutic Riding on Sunday, October 6, 2024 from 9:00 a.m. to 5:00 p.m., with set up of pens on Saturday, October 5, 2024 and breakdown to be complete by Sunday, October 6, 2024 at 7:00 p.m. Completed park permit, proper insurance and security deposit have been received.

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

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

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

- 11. **MOTION** to approve the New York State Local Retirement System Standard Workday and Reporting Resolution for Village of Warwick Trustee Barry Cheney with a Record of Activities Result of 21.98 days per month.

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

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

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

- 12. **MOTION** to hire Gallego Information Services to conduct a Records Inventory and Planning project for the Building & Planning Department, DPW, Water Department & Assessor’s Office at a cost not to exceed \$37,175 per the recommendation of Village Clerk/Records Management Officer, Raina Abramson. Project is part of the 2024-25

NYS Archives Local Government Records Management Improvement Fund grant. Funds are budgeted in the FY2024-25 budget code A 1410.4950.

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

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

**Trustee Collura's Motions**

13. **MOTION** to approve the budget modification request for the General Fund as per the Village Treasurer's memo dated September 17, 2024.

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

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

14. **MOTION** to approve the budget modification request for the General, Water, and Sewer Funds as per the Village Treasurer's memo dated September 17, 2024.

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

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

**Trustee McKnight's Motions**

15. **MOTION** to appoint Mary Berrigan as a Member of the Village of Warwick Shade Tree Commission with an annual term through April 5, 2027.

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**

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mayor@villageofwarwick.org  
clerk@villageofwarwick.org

## VILLAGE OF WARWICK

INCORPORATED 1867

### **New Parking Enforcement Software**

The Village of Warwick Parking Enforcement announces the launch of a new parking enforcement software application to allow for easier processing and payments of parking tickets.

The application and platform, designed and managed by T2 System, is a leading national provider of smart mobility technology and management solutions.

Once the system is launched, you will be able to pay parking tickets online using a credit card by simply entering your license plate number or parking violation ticket number. For added convenience, there will also be a pay-by-phone option included on the ticket.

Parking tickets received in the Village of Warwick may still be paid in person at the Court Clerk's Office during normal business hours; 8:30 a.m. until 4:00 p.m., Monday through Friday.

LAW OFFICE OF ELIZABETH K. CASSIDY, PLLC  
7 GRAND STREET  
WARWICK, NEW YORK 10990  
P: 845.987.7223 | F: 888.549.3886  
WWW.EKCASSIDYLAW.COM

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September 17, 2024

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

Re: In re Etta Hamilton  
Property Address: Clinton Avenue Extension  
Our File: 678-001

Dear Mayor Newhard and Village Trustees:

This office represents Mr. and Mrs. Hamilton in connection with their property located on Clinton Avenue Extension in the Town of Warwick. The property already receives Village water and the Hamiltons are now seeking sewer service as an out of Village user.

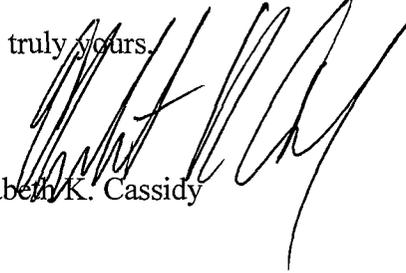
It is my understanding that one of the Village's concerns is emergency access to the adjoining Pioneer Square (Village of Warwick SBL 229-1-2) should that parcel ever be developed in the future. The Hamiltons are generally agreeable to that request with the understanding that they are granting an emergency access easement to the Village, not the owners of Pioneer Square. Such emergency access would only be constructed if Pioneer Square was developed.

Our office has done extensive title searches of the area and has not been able to identify any document that grants Pioneer Square ingress and egress over Clinton Avenue Extension. Until such time that the owner of Pioneer Square can establish such access rights, either by existing grant or future acquisition, Pioneer Square does not have permission to traverse the Hamilton's property. The Hamilton's grant of emergency access to the Village should not be considered a second access required for subdivisions of more than 20 units per § 120-13 of the Village's code.

In addition to providing an easement for emergency access, the Hamiltons will be granting an easement for purposes of Village infrastructure as well as a turn-around easement to the Village's Department of Public Works so that they may easily turn plows around at the end of the public portion of Clinton Avenue Extension.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

  
Elizabeth K. Cassidy

EKC/cc

To the Warwick Village Board.

Please include this in the official record of the next village board meeting currently scheduled for 9/23/2024.

I have a small business that is the engine of my economy.

I have a home I can afford as a result. I live there all year and have since 1992.

It's a legal 2 family home in the village and I am a senior aging in place.

My home and small business are fully compliant with village code and current with electrical inspections (no pun intended).

As I've watched village meetings recently, I see that the unfortunate lack of affordable housing is being largely attributed to the presence of short-term rentals.

While this may be valid in a scenario where corporations are formed to flip a residence from privately owned to short term rental it is not the case for those of us paying our taxes and maintaining our homes with income from an AB&B in our owner-occupied legal primary residence.

The village board has been slicing and dicing the ways you can legally regulate these small businesses. Carve outs for multiple use and mileage requirements for managers of non-owner-occupied B&B sites are being suggested. Time frames for bedtime, what constitutes a guest and how many parking spaces are needed are all under consideration.

I don't know if any of our current board members or the mayor rely upon rental income at their primary residence to pay taxes and maintain their properties.

If you do I doubt you would want intrusive government oversight forced upon you in your own home.

I strongly urge you in your deliberations to carve out or grandfather scenarios such as mine.

Why an existing certificate of occupancy that would be more than sufficient if I was leasing/renting the same space for a year or two is insufficient for my owner-occupied AB&B operation is a mystery to me.

Years ago, at Park Avenue School a forum was held to discuss development along the Rt 94 corridor.

The gym was full, Michael Sweeton and Michael Newhard were present so both the Town and Village were represented.

Among the big concerns were affordable housing for middle income residents which was in very short supply and projected to become even more scarce.

The role of local governments in planning and foresight to develop such homes was a prominent concern expressed by the supervisor and mayor.

Another concern was a fear that expansive commercial development on Rt 94 might pull businesses away from our thriving and much vaunted downtown.

Small business as the engine of our economy combined with affordable housing for middle income families seemed like big concerns that might be addressed going forward.

I look out my south facing kitchen window and see what are very likely illegal storage units where there could be affordable housing units.

I'm simply asking that you apply zoning and enforcement rules and regulations equitably not situationally.

My property is maintained and cleaned constantly including sidewalk repair which is so often referred to by the village board as the owner's responsibility while village tree roots heave and destroy our slates. I see you have stacks of them from South Street and need 3 sturdy ones. I'll trade you for the roots that wrecked mine. **(I'll appreciate an actual timely response to this formal request for replacement slates from village inventory.)**

By now I've had at least 368 guests since 2017 and no problems or parties or complaints from my neighbors.

I have off street parking and a 4.98 out of 5-star rating.

I'm simply asking that the village give as much consideration to my small business, long term residency and ability to age in place as you would go out of your way to give any business on Main Street, Railroad Ave or Elm Street.

Patrick Gallagher

57 West Street Warwick, NY 10990

[gallagrr@warwick.net](mailto:gallagrr@warwick.net)

845 258 0749

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

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

**Section 1. Purpose:**

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

**Section 2. Amendment of Code:**

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

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

**§ 115-1 Purpose.**

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

**§ 115-2 Definitions.**

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

**Agent**

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

**Bedroom**

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

### **Building Inspector**

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

### **Daytime**

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

### **Housing or Dwelling Unit**

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

### **Immediate Family**

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

### **Overnight**

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

### **Owner**

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

### **Owner-Occupied**

As used in this Chapter the term "owner-occupied" shall mean a residence in which the record owner or the owner's Registered Agent resides for not less than a total of six months in the calendar year.

### **Residence**

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

### **Registered Agent**

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

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

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

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

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

### **Substandard**

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

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

- (1.) Only single-family dwellings, duplexes, and mixed-uses with no more than two dwelling units may be used for short-term rentals. Units in a multiple dwelling may not be used for short-term rentals.
- (2.) Short-Term Rentals are allowed in all zones in the Village except in Continuing Care Retirement Community (CCRC) and Multiple Residence-Senior Citizen (MR-SC).
- (3.) Only owner-occupied properties may be used for short-term rentals. Provided, however, that properties located in the Central Business Zone used for short-term rentals need not be owner-occupied if the Registered Agent is able to respond and attend at the short-term rental property within at least thirty-minutes of being notified of the need to do so.
- (4.) For property used for short-term rentals, off-street parking requirements shall be the same as the requirements for the use in which the short-term rental is offered as provided in the Schedule of Uses and Parking Space Requirements in Village Code §145-70 "Off-Street Parking and Loading Requirements."
- (5.) Commencing ninety (90) days after the effective date of this Chapter, any person offering short-term rentals within the Village of Warwick shall be required to first register and obtain a permit for short-term rental of the residence under this Chapter.
- (6.) Home Owner Association policies in developments within the Village shall supersede short-term rental provisions herein, provided that the Home Owner Association policies are more restrictive than the terms hereof.

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

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

- (i) Name, mailing address, telephone number, and e-mail address, of the owner and of the Registered Agent;
- (ii) In the event that the owner is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all owners, stock holders, members, or partners with an ownership interest in such corporate entity;
- (iii) In the event that the Registered Agent is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all

owners, stock holders, members or partners with an ownership interest in such corporate entity;

- (iv) The street address of the short-term rental property as well as the tax map section, block and lot;
- (v) The number of rental units in each building on the property;
- (vi) The number of conventional bedrooms in each building on the property.
- (vii) The proposed maximum overnight and daytime occupancy limits of each building on the property;
- (viii) The types and placement of any fire-protection systems located each building;
- (ix) The number and location of all exits;
- (x) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;
- (xi) A statement of the number of off-street parking spaces provided for the property and a parking plan showing the location of the parking spaces;
- (xii) A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000 with rental endorsement on policy;
- (xii) Copy of a Certificate of Occupancy for each building proposed to be used for short-term rental or a letter stating such dwelling was built prior to 1973;
- (xiv) Acknowledgment of review of and responsibility for compliance with the Code of the Village of Warwick;
- (xvi) A statement that the owner will include the municipal permit number assigned by the Village in all listings for short-term rental of the property; and
- (xvi) The completed Rental Registration Application must be notarized.

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

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

of the short-term rental property for the purpose of issuance of a short-term rental permit.

(2.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the short-term rental property to determine whether it is substandard and to verify that the residence and the maximum overnight and daytime occupancy limits proposed by the owner are acceptable under the New York State Uniform Fire Prevention and Building Code.

(3.) Upon completion of an inspection of the short-term rental property and ascertaining that the residence is not substandard, the Building Inspector shall issue a short-term rental permit.

(4.) Permits shall be on a form approved by the Building Inspector and shall, at a minimum:

- (i) State the address, section, block and lot of the short-term rental property;
- (ii) List the name of the owner and the Registered Agent;
- (iii) State the number of bedrooms and in the residence and identify any other approved sleeping quarters;
- (iv) List the maximum permitted overnight and daytime occupancy limits;
- (v) State the date of issuance and the date of expiration; and
- (vi) Assign a rental registration permit number to the short-term rental property.

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

(1.) All short-term rental permits shall expire one year after the date of issuance, unless sooner revoked.

(2.) The following shall be mandatory terms of every short-term rental permit:

- (i) No illegal conduct shall be carried on the short-term rental property by the landlord, Registered Agent, or short-term rental tenants, their guests or invitees;
- (ii) The short-term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on

which the short-term rental property is located and/or to or from any driveways of other property on the said street;

- (iii) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection in compliance with Village Code §75-1;
- (iv) No exterior lighting of the residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the short-term rental property;
- (v) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance;
- (vi) In the event that short-term rental tenants plan on using the residence as the site of a party or event involving more than ten (10) guests or invitees, the owner shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of outdoor music and assuring adequate parking for guests and any catering or delivery vehicles; and
- (vii) The owner shall prominently display at the short-term rental property the contact names and phone numbers for the Registered Agent if there is one, and if there is no Registered Agent then for the owner, along with a list of emergency services, information relating to garbage, recycling, available parking, winter parking, and noise limitations.

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

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

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

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

(2.) If an application for a short-term rental permit is denied, an owner may re-apply for the permit after correcting such substandard conditions as have been found. Upon such re-application, the owner or Registered Agent must arrange for an additional inspection by the Building Inspector. The owner must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

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

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

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

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

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

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

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

tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a short-term rental permit shall be attributed to the failure of the owner and the owner's Registered Agent to discharge the responsibility to ensure such compliance.

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

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

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

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

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

#### **§ 115-10 Appeals.**

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

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

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

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

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

**§ 115-11 Fees for permits.**

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

**§ 115-12 Penalties for offenses.**

(1.) Any person who violates any provision of this Chapter, whether the owner or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.

(2.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of \$500 for each violation (i.e., \$500 per day). The Village Board may subsequently change the amount of the fine imposed under this Chapter by resolution.

(3.) The penalties for violation of this Chapter listed in this Section shall be in addition to any suspension or revocation of a short-term rental permit imposed under this Chapter.

(4.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.

(5.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate civil action or proceeding to prevent unlawful occupancy of property in violation of this Chapter.

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

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

Section 3. Severability:

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

Section 4. Effective Date:

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

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

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

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

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

**PRINT FORM**

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

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

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

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**Parking Fines**

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Category	Type	Amount	Notes
Parking Fines	Parking in more than one space	\$20	
Parking Fines	No Stopping	\$30	
Parking Fines	Double Parking	\$50	
Parking Fines	More than one vehicle in a parking space	\$15	
Parking Fines	Parked in Bus Stop	\$25	
Parking Fines	Parked less than 30' from stop sign	\$25	
Parking Fines	Parked less than 20' from Crosswalk	\$25	
Parking Fines	Parked in Fire Lane	\$25	
Parking Fines	Parked on sidewalk	\$25	
Parking Fines	Parked on Curb	\$20	
Parking Fines	Parked in Restricted Parking Space	\$25	
Parking Fines	Parked Facing Wrong Direction	\$50	

## Schedule of Fees – Parking Fines

### Suggested Fine Changes

Category	Type	Amount
<del>Police Department</del> Parking Fines	Overtime Parking Meter	<del>\$10.00</del>
		\$20.00
<del>Police Department</del> Parking Fines	Extended Parking	<del>\$15.00</del>
		\$25.00
<del>Police Department</del> Parking Fines	Handicapped Parking	\$250.00
<del>Police Department</del> Parking Fines	Parking Left Side of Street	\$50.00
<del>Police Department</del> Parking Fines	Permit Only	\$25.00
<del>Police Department</del> Parking Fines	Less than 15 feet from hydrant	\$100.00
<del>Police Department</del> Parking Fines	Private Driveway	<del>\$20.00</del>
		\$25.00
<del>Police Department</del> Parking Fines	Too far from curb	<del>\$15.00</del>
		\$25.00
<del>Police Department</del> Parking Fines	Police car stand	<del>\$15.00</del>
		\$25.00
<del>Police Department</del> Parking Fines	All-Night Parking	<del>\$15.00</del>
		\$25.00
<del>Police Department</del> Parking Fines	No Parking	<del>\$25.00</del>
		\$50.00

<del>Police Department</del> Parking Fines	Parking in Loading Zone	\$35.00
<del>Police Department</del> Parking Fines	Two Hour Limit on Meter	\$10.00
<del>Police Department</del> Parking Fines	Three-Hour Limit	\$10.00
<del>Police Department</del> Parking Fines	Exceeding Lot Time Limit	\$25.00
<del>Police Department</del> Parking Fines	<del>Uninsured Motor Vehicle</del>	<del>\$75.00</del>
	Expired Motor Vehicle Inspection	\$100.00
<del>Police Department</del> Parking Fines	Unregistered Motal Vehicle	<del>\$75.00</del>
		\$100.00
<del>Police Department</del> Parking Fines	Parking a vehicle other than an electric vehicle in a space designated for electric vehicle parking while charging only	\$100.00
<del>Police Department</del> Parking Fines	Parking an electric vehicle in a space designated for electric vehicle parking while charging only when the electric vehicle is not in the process of charging	\$50.00
<del>Police Department</del> Parking Fines	Parking an electric vehicle in a space designated for electric vehicle parking while charging only greater than three (3) continuous hours whether or not the electric vehicle is in the process of charging	\$50.00

#### Parking Fine Notes

1. If ticket is not answered within 15 days of issue the listed fine will double
2. If the ticket is not answered within 60 days the fine will double again

3. Every person convicted of more than four (4) parking violations within any consecutive sixty (60) day period shall be subject to a doubling of the fine ~~twenty-five (\$25.00) dollars~~ for each such offense

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

DATE: September 10<sup>th</sup>, 2024  
TO: Mayor Newhard and Board of Trustees  
From: Christopher Bennett  
Distribution System Supervisor  
RE: HYDRANT PURCHASE

For your approval, I am requesting to Purchase Three Bolt on Hydrants to be placed in the Stockpile. As of Today, there is One remaining do to the ones we replaced that were hit by Cars this Year. I know we did not plan on this Purchase but unfortunately it must be made. If you have any questions, please feel free to contact me. budget code F-8340-4650. Please see the attached price quotes.

Thank you for your time.

**VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A  
PURCHASING QUOTATION SUMMARY FORM**

- ▶ **Purchase Contracts (Single Item Purchase)**      **Public Works Contracts (Services/Construction)**  
 \$2,000 - \$19,999      (3) Written/Email/Fax Quotes      \$2,000 - \$34,999  
 Above \$20,000      Mandatory Competitive Bidding      Above \$35,000
- ▶ Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.
- ▶ This form **must** be attached to voucher and invoice for Board approval.

**DESCRIPTION OF PURCHASE**

**HYDRANT PURCHASE**

<b>BUDGETED PURCHASE</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>BUDGET CODE</b> F-8340-4650	<b>CURRENT LINE BALANCE</b> \$37,923.23 Signature: <i>Christopher Bennett</i> Date: 10SEP24	
<b>BUDGETED AMOUNT</b> \$ 40,000.00	<b>IF NO EXPLAIN</b>		
<b>#</b>	<b>DATE OF QUOTE</b>	<b>VENDOR/SUPPLIER</b>	<b>TOTAL COST</b>
1	6-Sep-24	core&main	\$12,790.50
2	5-Sep-24	Schmidt's	\$14,908.37
3	10-Sep-24	Winwater	\$13,807.50

**Vendor Selected Core & Main**

**This is the lowest Bid**

**EXCEPTIONS TO COMPETITIVE BIDDING**

<b>OTHER GOVERNMENTS</b>  <b>STATE - COUNTY MUNICIPAL BID CONTRACTS</b>	<b>NAME OF AGENCY</b>	
	<b>VENDOR/SUPPLIER</b>	<b>CONTRACT#</b>
	<b>TOTAL COST \$</b>	<b>BID PERIOD EXPIRES</b>
	<b>ADDITIONAL INFORMATION</b>	

**\*\*EMERGENCY PURCHASE\*\* - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

**REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION**

**DEPARTMENT APPROVAL**

Name/Title: \_\_\_\_\_ Christopher Bennett Water Maint Supervisor      Date 10SEP24

Signature: *Christopher Bennett*



Bid Proposal for V/O Warwick K81 Quote

VILLAGE OF WARWICK  
Job Location: Warwick, NY  
Bid Date: 12/06/2024  
Core & Main Bid #: 3741288

Core & Main  
650 Sheafe Rd  
Poughkeepsie, NY 12601  
Phone: 8452494909  
Fax: 8454620010

Seq#	Qty	Description	Units	Price	Ext Price
10	3	K81 5 1/4 5' STORZ RED OL	EA	4,263.50	12,790.50
		PN 154635061510WV5S			
		3-W D RTD 2.5 HOSE NST			
		5" STORZ 1 1/2 PENT W/SPEC			
				<b>Sub Total</b>	<b>12,790.50</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>12,790.50</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



SCHMIDT'S WHOLESALE, INC.  
 150 JEFFERSON STREET  
 MONTICELLO, NY 12701  
 WWW.SCHMIDTSWHOLESALE.COM

**PRICE QUOTE**

Phone 845-794-5900  
 Fax 845-794-6142

Page 1

Printed 09/05/24 TRM

**Quoted**  
 VILLAGE OF WARWICK  
 77 MAIN STREET  
 PO BOX 369  
 WARWICK NY 10990  
 Buyer: CHRIS BENNETT  
 Tel:845-986-2081 Fax:845-987-1215

**Ship To**  
 VILLAGE OF WARWICK  
 77 MAIN STREET  
 PO BOX 369  
 WARWICK NY 10990

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q197533	09/05/2024	10/05/2024	0000692			TRM
Job ID	Customer Terms			Salesman		
	NET 30 DAYS			TOM SPRAGUE		

Product	Description	UM	Quant	Unit Price	Extension
47077527895	KENNEDY 5-1/4 VO K-81D HYDRANT EA 5FT BURY, 1-1/2 PENTAGON, OPEN LEFT, 3-WAY NST, 6MJ LESS/ACC <b>*SEE NOTE*</b> <b>* Above is a special order &amp; *</b> <b>* Non-Returnable item x:_____ *</b>		3	4475.7598	13427.28
SP*075740	5" STORZ X 4-1/2" FNST ADAPTER EA W/STD CAP HPHA50-45NH/CAP		3	493.6974	1481.09

X: _____ (Accepted by)	Sub Total	\$14,908.37	<b>T o t a l</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			<b>\$14,908.37</b>

<b>MESSAGE</b>	<b>TERMS</b>
This quote is presented in good faith & accurate at the time of entry. Schmidt's cannot guarantee pricing due to unforeseen cost increases. Prior to acceptance, we will advise you of any price changes	All special order items require a 50% minimum deposit & will be delivered immediately upon receipt of material. Amounts quoted are before all applicable local taxes have been applied.



653 RT 52 EAST  
 PO BOX 353  
 WALDEN, NY 12586-0353  
 PHONE (845) 778-3312  
 FAX (845) 778-3830

Quoted To Customer
V/O WARWICK/VILLAGE HAL PO BOX 369 WARWICK, NY 10990-0369
Phone (845) 986-2081 Fax (845) 987-1215

Job Name
K81 HYDRANTS W/ STORZ

Quote No.	Date	Page
0026545	9/10/24	1
Expiration Date		10/10/24
Revised Date		9/10/24
Bid Due Date		9/10/24

Quoted By
JOHAN DUQUE JNDUQUE@WINWATERWORKS.COM (845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
001942	2% 10 DAYS NET 30	CHRIS BENNET	BRIAN STRATTON JR	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	3	K81 HYD 5-1/4 5-0 OL 3W W/ STORZ (10-14 WEEK DELIVERY) SUBTOTAL	4602.5000	EA	13807.50 13807.50

Tax Area Id	Net Sales	13,807.50
330713010	Freight	.00
	Tax	.00
	Quotation Total	13,807.50

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

DATE: September 13, 2024  
TO: Mayor Newhard and Board of Trustees  
From: Christopher Bennett  
Distribution System Supervisor  
RE: ROOF REPLACEMENT WELL #1

For your approval, I am requesting to have the Roof replaced at Well # 1 as discussed during the Budget Sessions. The Contractor chosen is Precision Roofing because the other three I contacted did not submit a Quote. I made multiple calls to Waglom, Orange County Roofing and Tam and have received nothing. If you have any questions, please feel free to contact me. budget code F-8340-4450. Please see the attached price quote.

Thank you for your time.

**VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A  
PURCHASING QUOTATION SUMMARY FORM**

- ▶ **Purchase Contracts (Single Item Purchase)**  
\$2,000 - \$19,999 (3) Written/Email/Fax Quotes  
Above \$20,000 Mandatory Competitive Bidding
- ▶ **Public Works Contracts (Services/Construction)**  
\$2,000 - \$34,999  
Above \$35,000
- ▶ Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.
- ▶ This form **must** be attached to voucher and invoice for Board approval.

**DESCRIPTION OF PURCHASE**

ROOF REPLACEMENT WELL # 1

<b>BUDGETED PURCHASE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>BUDGET CODE</b> F-8340-4450	<b>CURRENT LINE BALANCE</b> \$19,367.97 Signature: <i>Christopher Bennett</i> Date: 13 Sep 24
<b>BUDGETED AMOUNT</b> \$ 22,000.00	<b>IF NO EXPLAIN</b>	

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	11-Sep-24	PRECISION ROOFING	\$19,500.00
2			
3			

**Vendor Selected Precision Roofing**

This was the only Contractor out of the Four that I contacted that Submitted a Bid

**EXCEPTIONS TO COMPETITIVE BIDDING**

<b>OTHER GOVERNMENTS</b>  STATE - COUNTY MUNICIPAL BID CONTRACTS	<b>NAME OF AGENCY</b>	
	<b>VENDOR/SUPPLIER</b>	<b>CONTRACT#</b>
	<b>TOTAL COST \$</b>	<b>BID PERIOD EXPIRES</b>
	<b>ADDITIONAL INFORMATION</b>	

**\*\*EMERGENCY PURCHASE\*\* - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

**REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION**

**DEPARTMENT APPROVAL**

Name/Title: \_\_\_\_\_ Christopher Bennett Water Maint Supervisor Date 13SEP24  
Signature: *Christopher Bennett*



22 Kerr Lane, Southfields, NY 10975 • Phone: (845) 351-2009 • Fax: (845) 351-2021  
Email: [officemanager@precisionroofinginc.com](mailto:officemanager@precisionroofinginc.com) / [www.precisionroofinginc.com](http://www.precisionroofinginc.com)

September 11, 2024

VIA EMAIL: [water@villageofwarwick.org](mailto:water@villageofwarwick.org)

Chris Bennett  
Water Dept Supervisor  
**Village of Warwick**  
77 Main Street  
P.O. Box 369  
Warwick, New York 10990  
P: (845) 591-5390

**RE: Roof Installation at: 24 Memorial Park Ave., Warwick, NY – Stone Well Pump Building**

Dear Chris,

Pursuant to your request, and in accordance with our meeting on September 6, 2024, we herewith submit the following proposal for roofing services to be performed at the above referenced location:

**ALL WORK SHALL BE PERFORMED IN THE FOLLOWING MANNER:**

1. Set up necessary equipment to complete work.
2. Remove all trees, dirt and gravel and dispose.
3. Remove foam 2" x 6' x 10' on ceiling to be able to open roof hatch.
4. Remove existing copper roof hatch 6' x 10' and place on ground with boom truck crane.
5. Temporarily place 3/4" plywood over roof hatch opening in order to work safely.
6. Install 3/4" plywood on parapet walls and on top of concrete coping.
7. Install 1/2" IsoGard over existing roofing and pin down with 5" concrete masonry anchors.
8. Install 2 x 6 wood blocking on existing roof hatch curb to create more height.
9. Fully adhere .060 EPDM membrane to new insulation and concrete coping.
10. Flash all detail with 9" uncured EPDM flashing.
11. Fabricate and install new metal edging.
12. Strip in new metal edging with 6" cured EPDM.
13. Install Full Force lap seal on all new flashing.
14. Install new conductor head and downspout.
15. Reinstall copper roof hatch.
16. Remove all debris.
17. Furnish owner with Elevate (Firestone) 10-year NDL "Red Sheild" warranty. A technical representative from Elevate (Firestone) will visit the site and inspect the material and workmanship, and upon satisfaction will enter into a contract/warranty with the owner.
18. All workers will be paid the NYS Prevailing Wage rate per hour, per worker. Certified Payroll Reports will be provided.

**Total Lump Sum Price (tax-exempt).....\$19,500.00\***

**\*Price is valid for thirty (30) days from date of proposal due to fluctuation in material price.**

If you would like us to perform this work, please sign below where indicated and return to us via email so we can add the work to the schedule. We look forward to hearing from you and the opportunity to serve you.

Nick DeMatteo  
President  
Precision Roofing, Inc.

Chris Bennett  
Water Dept Supervisor  
Village of Warwick

## Proposal/Contract Conditions

### Proposal Contingencies:

All agreements contingent upon strikes, floods accidents, fires or other delays beyond the control of the roofing contractor.

In the event payment is not made starting 30 days from date of invoice, Owner agrees to pay interest at a rate of 2% per month or the maximum legal rate including attorney fees and other costs for collection.

All guarantees and warranties on products and services are with the original owner unless otherwise specified.

The replacement of damaged roof plywood, decking, and/or fascia must be completed in order to install the new roof. These additional charges and costs are clearly identified in the proposal/contract with an asterisk (\*) and will be charged as an additional cost in addition to the base contract amount on the invoice for payment.

All materials to be as specified and work conducted in a workmanlike fashion.

### Structural and Architectural Concerns:

Contractor's Scope of work shall not include the detection, abatement, encapsulation or removal of asbestos, lead or similar hazardous substances. Contractor has the right to discontinue work if and when hazardous materials are discovered. Contractor shall be entitled to receive compensation for changes in scope of work or lengthy delays encountered as result of hazardous materials as detailed above.

Contractor is not responsible for structural soundness and shall have no liability whatsoever for the failure of the supporting structure to support men, materials, equipment, ice, snow and water whether it is occurred before, during or after the outlined work.

Contractor not responsible for interior damages resulting from structural deficiencies as outlined above.

Contractor not responsible for any interior trim, spackle, paint or staining which may be necessary at new or replacement skylight installations.

Contractor not responsible for color matching on repair work due to age and weathering of existing shingles and discontinued shingles.

Contractor not responsible for satellite dish reception if dish must be removed to perform work. Owner will be responsible to have service reconnected.

Contractor not responsible for nail pops or cracks in sheet rock caused by vibrations or foot traffic.

Contractor not responsible for any dust or debris that falls on items in attic or finished space caused by roof removal or installation, vibrations or foot traffic. All valuable items or items in general should be removed or covered by plastic or tarp by the Owner prior to our work commencing.

Contractor not responsible for pictures or items hanging on walls or shelves that may be vulnerable to fall during construction.

Contractor not responsible for any damage caused to roof and surrounding areas (i.e. decks, railings, trees, shrubs, landscape lights, etc.) during snow or ice removal.

Contractor not responsible for any pre-existing damage to building, driveway, sidewalk, deck and property in general.

Contractor not responsible for any damage caused to electrical, plumbing, mechanical or HVAC supply lines or conduits that may be in the path of required nailing, screw or fastening areas. If any of these items are in the path of the fastening areas, those items were not installed per code and are vulnerable to be punctured. We assume that all previous work or items in place are done per code before our work begins.

### Insurance:

Owner shall carry insurance consisting of Fire and Vandalism to protect the contractor until the work is completed.

Contractor to carry General Liability and Workman's Compensation Insurance.

### Permits:

Owner is responsible to obtain any/all permits necessary for outlined work from their town/municipality.

Owner is responsible for any and all architectural or Engineering Plans, Drawings and Documents that may be needed for the work, the issuance of the permit plus any inspections or fees that are associated with the work including the close out of the permit with stamped Engineering or Architectural Plans, Documents or Drawings.

**I have read and received the above Proposal/Contract Conditions and accept these conditions as written.**

---

Chris Bennett, Water Dept. Supervisor, Village of Warwick

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Date

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**MEMORANDUM**

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**TO:** MAYOR NEWHARD & THE VILLAGE BOARD

**FROM:** MIKE MOSER, DPW SUPERVISOR

**SUBJECT:** SEASONAL LABORER, SHANE AUGUSTA

**DATE:** SEPTEMBER 18, 2024

---

Request a Motion to extend the appointment approved at the June 3, 2024, Village Board Meeting of Shane Augusta to the position of Seasonal Department of Public Works Laborer for an additional 12 weeks, 40 Hours per week per the recommendation of DPW Supervisor, Michael Moser.



Montgomery Office:

71 Clinton Street  
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B  
Goshen, NY 10924

(845) 457 - 7727

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

September 18, 2024

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

**ATT: MAYOR MICHAEL NEWHARD**

**RE: POLE BARN FOR DPW  
24 MEMORIAL PARK DRIVE  
W.O. #1804.12**

Dear Mayor Newhard and Trustees:

We have reviewed the Application and Certificate for Payment #004, dated 09/18/24, from TAM Enterprises, Inc. for the Pole Barn for DPW project. We recommend the approval of the requested payment of \$17,109.88. The work performed includes the partial installation of the structure's metal framing.

The balance amount to finish the project, including retainage, is \$96,171.52.

We have enclosed a signed copy of the payment application form.

Sincerely,  
Engineering & Surveying Properties, PC, Village Engineers

Keith Woodruff, CPESC, CPSWQ  
Senior Engineer

# AIA Document G702® - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> Village of Warwick 77 Main Street, Warwick, NY 10990	<b>PROJECT:</b> Pole Barn for DPW	<b>APPLICATION NO:</b> 004	<b>Distribution to:</b>
		<b>PERIOD TO:</b> September 15, 2024	<b>OWNER:</b> <input type="checkbox"/>
<b>FROM</b> TAM Enterprises, Inc.	<b>VIA</b>	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>CONTRACTOR:</b> 114 Hartley Road Goshen, NY 10924	<b>ARCHITECT:</b> Engineering & Surveying Prop. 71 Clinton Street Montgomery, NY 12549	<b>CONTRACT DATE:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>PROJECT NOS:</b> / /	<b>FIELD:</b> <input type="checkbox"/>
			<b>OTHER:</b> <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$242,850.00
2. NET CHANGE BY CHANGE ORDERS .....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$242,850.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$154,398.40
<b>5. RETAINAGE:</b>	
a. 5.00 % of Completed Work (Column D + E on G703)	\$7,719.92
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$7,719.92
6. TOTAL EARNED LESS RETAINAGE .....	\$146,678.48
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$129,568.60
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$17,109.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$96,171.52
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** [Signature] Date: 9/18/24  
By: \_\_\_\_\_  
State of: New York

County of: Orange  
Subscribed and sworn to before me this 18 day of September 2024  
Notary Public: [Signature]  
My Commission Expires: 9/16/26

CHRISTINA MARIE VASQUEZ  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VA6440222  
Qualified in Orange County  
My Commission Expires 09-06-2026

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$17,109.88  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** [Signature] Date: 09/18/2024  
By: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Date of Issuance: August 1, 2024  
 Owner: Village of Warwick  
 Contractor: PK Songer  
 Engineer: B&L  
 Project: Wastewater Treatment Plant UV Disinfection

Effective Date: August 1, 2024  
 Owner's Contract No.:  
 Contractor's Project No.:  
 Engineer's Project No.: 1334.007.002  
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

**Description:**

Final change order deduct for work removed from contract and unused contingency  
 Deduct (\$10,000) for remainder of canopy foundation not installed  
 Deduct (\$30,000) for canopy not installed  
 Deduct (\$5,000) for record drawings  
 Deduct (\$12,257.65) for contingency allowance not used  
 Total deduct (\$57,257.65)

Attachments: none

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 412,000	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. <u>1</u> : \$ - 0-	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 412,000	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ (\$57,257.65)	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 354,742.35	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p><b>RECOMMENDED:</b>          By: <u><i>Karen W. Clark</i></u>          Title: <u>Engineer (if required)</u>  <u>Senior Associate</u>          Date: <u>9/6/2024</u></p>	<p><b>ACCEPTED:</b>          By: _____          Title: <u>Owner (Authorized Signature)</u>          Date: _____</p>	<p><b>ACCEPTED:</b>          By: <u><i>[Signature]</i></u>          Title: <u>Contractor (Authorized Signature)</u>          Date: <u>8/16/2024</u></p>
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

# Barton & Loguidice

September 6, 2024

Mayor Michael Newhard  
Village of Warwick  
77 Main St  
Warwick NY 10990

RE: WWTP – UV Disinfection Project  
General Construction – Payment Application 6 and Final  
1334.007.002

Dear Mayor Newhard:

Enclosed please find Payment Application #6 for P.K. Songer in the amount of \$45,992.35. This payment application is the final payment application for the installation of UV equipment as part of the WWTP UV Disinfection Improvements Project.

It is Barton & Loguidices' recommendation that this payment application be approved by the Village and processed for payment.

Enclosed there is a change order deduct for work removed from the Songer Contract in the amount of \$57,257.65. Please execute this change order and B&L will submit it to EFC engineering team. I recommend the change order be sent to EFC Finance team also when the disbursement is requested.

Any questions please contact me at 518-218-1801.

Very Truly Yours

**BARTON & LOGUIDICE, D.P.C.**



Karen W. Clark, PE  
Senior Associate

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
Village of Warwick  
77 Main Street  
Warwick, NY 10990

PROJECT:  
Wastewater Treatment Plant UV Disinfection

APPLICATION #: 6  
PERIOD TO: 08/01/24  
PROJECT NOS: 1G

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

FROM CONTRACTOR:  
PK Songer Plumbing  
44 Walnut St  
Montgomery, NY 12549

VIA ARCHITECT:  
Barton & Loguidice

CONTRACT DATE: 03/19/20

CONTRACT FOR: UV Disinfection Improvements

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	412,000.00
2. Net change by Change Orders-----	\$	57,257.65
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	354,742.35
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	354,742.35

CONTRACTOR:  
By: *Curry D. Songer* Date: 8/2/24

5. RETAINAGE:

a. _____ of Completed Work (Columns D+E on Continuation Sheet)	\$	
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	354,742.35

State of: New York State of New York  
County of: Orange County Of Orange  
Subscribed and sworn to before me this 2<sup>nd</sup> day of August, 2024 I certify this to be the original document on this 2<sup>nd</sup> day of August, 2024.

Notary Public: *Joyce M. Hanson* **JOYCE M HANSON, Notary Public**  
My Commission expires: 10/3/27 My Commission Expires 10/03/2027

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 45,992.35  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *Karen W. Clark* Date: 9/11/2024  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$57,257.65
TOTALS		\$57,257.65
NET CHANGES by Change Order	\$57,257.65	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:

Wastewater Treatment Plant UV Disinfection

APPLICATION NUMBER: Final

APPLICATION DATE: 08/01/24

PERIOD TO: 1-Jul-23

ARCHITECT'S PROJECT NO: 1G

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Bonds and Insurance	20,000.00	20,000.00				20,000.00	100%		
2	Mobilization	5,000.00	5,000.00				5,000.00	100%		
3	Cleaning and filling treches with stone	35,000.00	35,000.00				35,000.00	100%		
4	Installation of concrete walls and floors	70,000.00	70,000.00				70,000.00	100%		
5	UV Lighting and Installion	170,000.00	170,000.00				170,000.00	100%		
6	Concrete Pad for Control Unit	10,000.00	10,000.00				10,000.00	100%		
7	Canopy Foundation	15,000.00	5,000.00	10,000.00			15,000.00	100%		
8	Canopy Foundation	(10,000.00)		(10,000.00)			(10,000.00)	100%		
8	Canopy Instlation	30,000.00		30,000.00			30,000.00	100%		
8	Canopy Instlation			(30,000.00)			(30,000.00)	100%		
9	Hand rails and grating	25,000.00	10,000.00	15,000.00			25,000.00	100%		
10	Clean up and punch list	5,000.00		5,000.00			5,000.00	100%		
11	Demob	2,000.00		2,000.00			2,000.00	100%		
12	Close out paper work	5,000.00		5,000.00			5,000.00	100%		
12	Close out paper work	(5,000.00)		(5,000.00)			(5,000.00)	100%		
13	Contingency	20,000.00		20,000			20,000.00	100%		
13	Unused contingency	(12,257.65)		(12,257.65)			(12,257.65)	100%		
SUBTOTALS PAGE 2		384,742.35	325,000.00	29,742.35			354,742.35	100%		

SECTION 01 29 00

SUPPLEMENT  
LIEN WAIVER AND RELEASE

WHEREAS, PK Songer Plumbing, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Village of Warwick, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Warwick UV Design.

WHEREAS, Undersigned has requisitioned a FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the FINAL payment of \$ 45,992.35 provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.
- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

None

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

- 4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

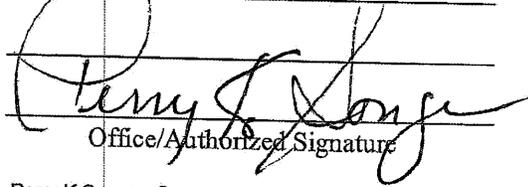
None

- 5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.
- 6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, nonsequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.
- 7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this 1st day of August, 2024.

AMOUNT OF THIS FINAL PAYMENT:

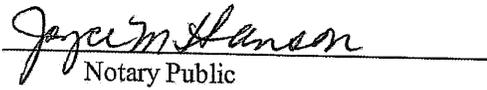
\$ 45,992.35

  
Office/Authorized Signature

Perry K Songer, Owner

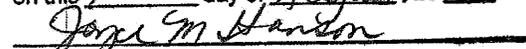
Printed Name and Title

Sworn to before me this 1st day of August, 2024.

  
Notary Public

State of New York County Of Orange

I certify this to be the original document  
on this 1st day of August, 2024.

  
JOYCE M HANSON, Notary Public  
My Commission Expires 10/03/2027



EMPLOYER'S APPLICATION FOR VOLUNTARY COVERAGE for Class of Employees for Whom Disability and Paid Family Leave Benefits are Not Required by Law (Employee Contribution Required)

NYS Workers' Compensation Board, Bureau of Compliance, PO Box 5200 Binghamton, NY 13902-5200

TO THE CHAIR, WORKERS' COMPENSATION BOARD:

Village of Warwick (herein called the EMPLOYER)

Name of Employer

Village of Warwick

Name under which Business is Conducted

77 Main Street, Warwick, NY 10990

Address

845-986-2031

Telephone Number

Federal Employer's Identification Number (If no FEIN, give Social Security Number): 14-6002491

Total Number of Employees:

Number of employees in class or classes for whom disability and paid family leave benefits are not required by law: 100%

- A. The EMPLOYER represents that they are not a covered employer within the definition thereof in Section 202 of the New York State Disability and Paid Family Leave Benefits Law.
B. The EMPLOYER hereby gives notice of their election, under Section 212 of the Law, to provide disability and paid family leave benefits to the extent and in the manner described below.

1. EMPLOYEES COVERED

- All employees engaged in a professional capacity for a not-for-profit.
All employees engaged in a teaching capacity for a not-for-profit.
Members of the clergy.
Executive officer(s), sole proprietor, or member of an LLC.
Domestic employees not required to be covered (See Section 202 of the Law)
All employees in New York State for whom disability and paid family leave benefits are not required by law.
Class or classes of employees at the place or places of employment as follows: All Full-Time Employees to receive Disability Benefits only. Village of Warwick opted out of Paid Family Leave in 2017.

2. BENEFITS TO BE PROVIDED

- Provided by a Plan to be filed under Section 211.
Provided under Section 204, if there is no Plan for such employees.

3. METHOD OF PROVIDING BENEFITS

- Insurance. Certificate to be filed by insurance carrier as required.
Self-Insurance, subject to approval of the Chair.

- C. The EMPLOYER agrees that:
1. Payment of benefits will be provided for a period of at least one year, and thereafter unless and until terminated as provided in item C-2.
2. At least ninety (90) days prior written notice that the Employer wishes to discontinue coverage will be given to the Chair and to the covered employees. Failure to maintain NYS disability and paid family leave coverage for the required period as outlined above may result in penalties assessed against the employer.

- D. The EMPLOYER hereby certifies that:
1. More than one-half of the employees for the class herein for whom benefits are to provided have agreed to contribute to the cost of providing the benefits.
2. The agreement of such employees was made in writing or by election held on:
3. The contribution of each employee is at the rate of 1/2 of 1% and the maximum contribution of any employee of \$ 0.35 per week

PLEASE COMPLETE REQUIRED INFORMATION ON REVERSE



The undersigned hereby affirms, under the penalties of perjury that they are \_\_\_\_\_  
of the above named EMPLOYER; that they have carefully read the foregoing application, including attachments, and that the facts  
therein stated are true.

Date Signed \_\_\_\_\_  
Signature of Authorized Official

Telephone Number \_\_\_\_\_ Name \_\_\_\_\_

**CERTIFICATE OF UNIONIZED EMPLOYEE REPRESENTATIVE(S)**

The undersigned authorized representative(s) of employees covered by this application hereby certifies (certify) that such election was  
made at least thirty days prior to this application.

Date Signed \_\_\_\_\_  
Signature of Employee Representative

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Name of Employee Association or Union

Date Signed \_\_\_\_\_  
Signature of Employee Representative

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Name of Employee Association or Union



**Warwick Valley**  
Community Center

Warwick Valley Community Center  
11 Hamilton Ave  
Warwick NY  
845-986-6422

**RECEIVED**

**SEP 06 2024**

**VILLAGE OF WARWICK  
CLERK'S OFFICE**

August 23, 2024

Dear Honorable Mayor and Village Board,

Please forgive our late application and permit us to host Applefest activities in Stanley Deming Park on October 6<sup>th</sup>, 2024.

Winslow Therapeutic Riding will bring down their ponies for pony rides as a fundraiser for Winslow Therapeutic. They will be dropping off the pens to hold the horses on Saturday afternoon and bringing the Horses down on Sunday Morning, as it requires many hands and volunteers to accomplish this it must be done in 2 days.

Horizon Entertainment and Attractions is bringing two kiddie rides, Mechanical Bull, Axe Throwing, and 2 Obstacle courses, for a total of six pieces. They will set up in the basketball court area and if necessary, the large 40 ft obstacle course may be outside on the grass.

Unfortunately, Crusin' Kids Cars, Air Fair Entertainment, and other animal rescues we had been working with were unable and/or unwilling to meet the Village of Warwick's strict liability and insurance requirements and therefore decided they would not be coming to Applefest.

Thank you for your consideration,

Kerry Malone-Demetroules

**ADDENDUM TO APPLEFEST APPLICATION ON BEHALF OF WARWICK COMMUNITY BANDWAGON, INC.**

Karen Thomas <karent.wcc@gmail.com>

Tue 09/17/2024 12:26 PM

To: Deputy Clerk <deputyclerk@villageofwarwick.org>; Raina Abramson <clerk@villageofwarwick.org>

Cc: Nora Elcar-Verdon <nora.elcarverdon@gmail.com>

To: The Honorable Mayor Newhard and the Village Board

The Warwick Community Bandwagon, Inc. DBA/The Warwick Valley Community Center would like to request an amendment to the Stanley Deming Park Applefest 10/6/2024 request:

**REQUEST TO SELL:**

1. 'Pre-packaged popcorn and/or flavored popcorn made from commercially packaged, non-potentially hazardous ingredients.'
2. Pre-packaged baked goods
3. Ochs jugs (sealed); no serving on site

Also, we plan to bring our Popcorn Popper as a prop. No popcorn will be sold from the machine.

I spoke directly with Justin Smith at the Orange County Health Department on 9/16 to confirm the requirements/foods for non-permit items. All items must be prepared "OFF SITE" and no foods may be prepared at the event. Mr. Smith allowed the popcorn popper to be used at the event site as a "PROP".

Also, I will send confirmation of existing coverage and insurance following this email.

Thank you for your consideration. If you have any questions, please call me at 845-986-6422 or my cell at [REDACTED]. Please confirm receipt of this email.

All the best,

Karen Thomas  
Executive Director  
Warwick Community Bandwagon, inc.

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

**RECEIVED**

SEP 06 2024

VILLAGE OF WARWICK  
CLERK'S OFFICE

## VILLAGE OF WARWICK

INCORPORATED 1867

### Applefest Community Center Event – 2024 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, Kiddie Carts, photos with animals, 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 2024 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 2023 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 2023 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 from each vendor other than Inflatable Vendor (pony rides, rabbits, petting zoo, photos with animals, kiddie carts, etc.) –**

Completed Applefest Application

Completed 'Warwick Applefest Carnival 2024 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 2023 Insurance Documents for limits, language and endorsements.

3. **Horizon Entertainment & Attractions, Inc.**

Warwick Valley Community Center, Warwick Valley Applefest Eve and Applefest 2024 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 2024 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 2023 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 2023 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 2023 application.

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



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

## VILLAGE OF WARWICK

INCORPORATED 1867

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

Date Request Submitted: 8/28/2024

Title of Event: Apple-fest Stanley Deming Event

Purpose of Event: Fundraiser for Warwick Community Bandwagon, Inc.

#### 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     1<sup>st</sup> 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: October 6 2024    Rain Date(s) Requested: — N/A

Arrival Time: 7 am    Departure Time: 7 pm

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

#### SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Warwick Community Bandwagon, Inc.  
*\*Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 11 Hamilton Ave, Warwick NY 10990

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: 845-986-1642 Email Address: \_\_\_\_\_

Name of Organization's Director(s)/Officer(s): Karen Thomas

Mailing Address of Organization: 11 Hamilton Ave, Warwick NY 10990

Physical Address of Organization: same

**SECTION 4: EVENT INFORMATION**

Maximum Number of People Intended at the Event: 600

# 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**

<b>Greater than 200 people at any given time</b> <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"/>
<b>Music / Loudspeakers / Sound System</b> <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Parade, walk, road race, etc.</b> <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"/>
<b>Tent(s)</b> <i>Include a map detailing the placement of the tent(s).</i> <i>Date &amp; time tent will be set up: _____</i> <i>Date &amp; time tent will be removed: _____</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

<b>RVs, Campers, Food Trucks, etc.</b> <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Admission Fee to Be Charged</b> <i>If yes, please list the admission fee:</i> _____	Yes <input checked="" type="checkbox"/> No _____
<b>Alcohol</b> <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Food will be served or sold</b> <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"/>
<b>Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide etc.</b> <i>If yes, explain:</i> <u>Mechanical Bull, Kiddie Rides</u> <i>Additional contract(s) and/or insurance is required.</i>	Yes <input checked="" type="checkbox"/> No _____
<b>Portable Toilets</b> <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Other</b> <i>Please explain:</i> <u>Inflatable Games</u>	Yes <input checked="" type="checkbox"/> No _____

**SPECIAL REQUESTS:**

**CHECK YES OR NO**

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

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

**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.

Karen Thomas  
 Printed Name of Applicant/Responsible Party

Karen Thomas  
 Signature of Applicant/Responsible Party

9-29-2024  
 Date

**Clerk Use Only:** Security Deposit Check # 5664 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) ✓  
 \*Certificates of Insurance Reviewed by NYMIR/Broker ✓

**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:

Karen Thomas  
Printed Name of Applicant/Responsible Party

Karen Thomas  
Signature of Applicant/Responsible Party

9.29.2024  
Date

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
[www.villageofwarwick.org](http://www.villageofwarwick.org)



(845) 986-2031  
FAX (845) 986-6884  
[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)  
[clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org)

VILLAGE OF WARWICK  
INCORPORATED 1867

**Date:** August 22, 2024

**To:** Warwick Valley Community Center

**Re:** Applefest Activities October 6, 2024, Stanely Deming Park

Dear Kerry Malone-Demetroules,

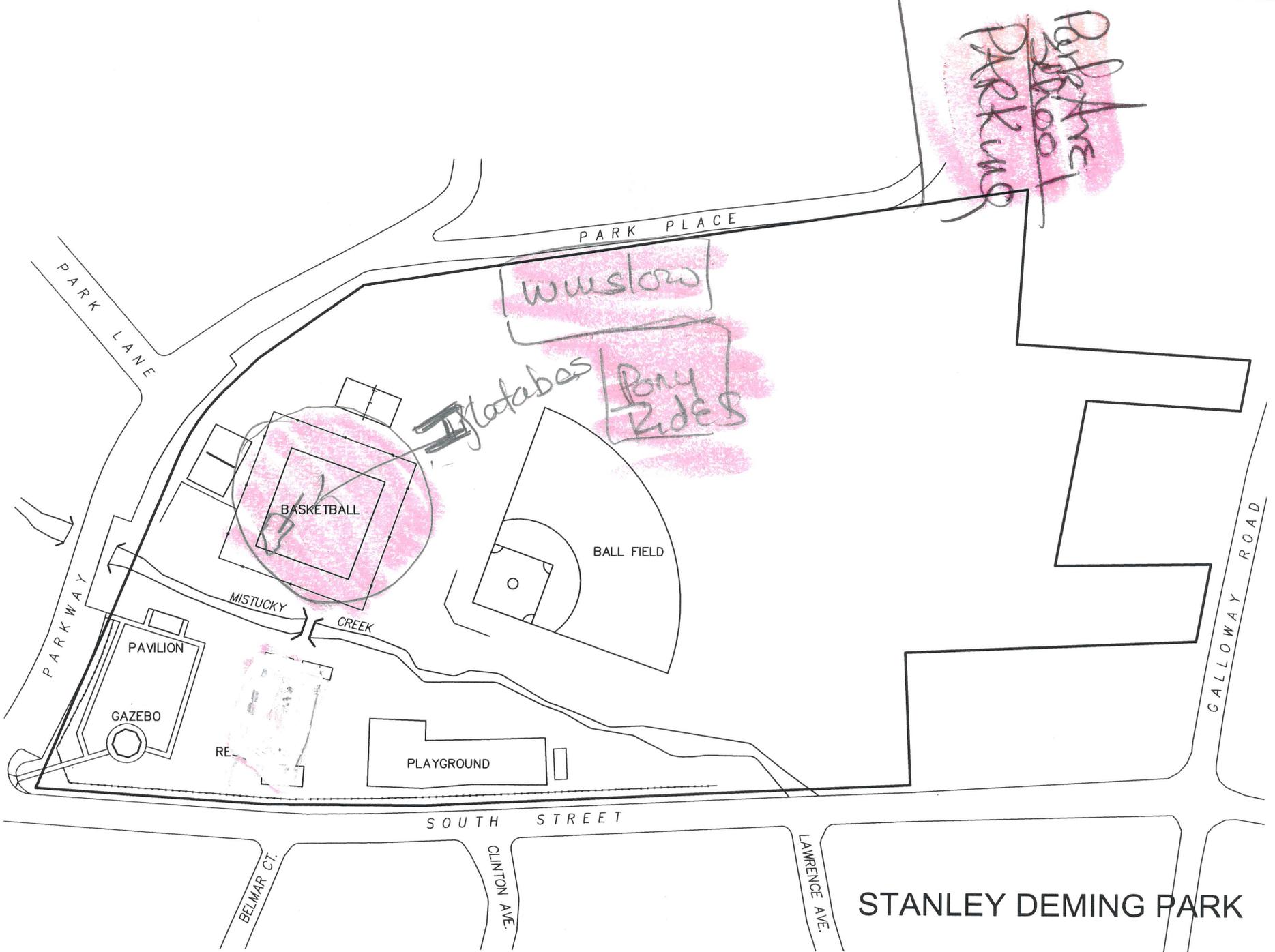
I have reviewed the Facility Use Request for the October 6 scheduled event and approve the event details and traffic/parking plan as it is presented in the document.

Mike Moser

DPW Supervisor

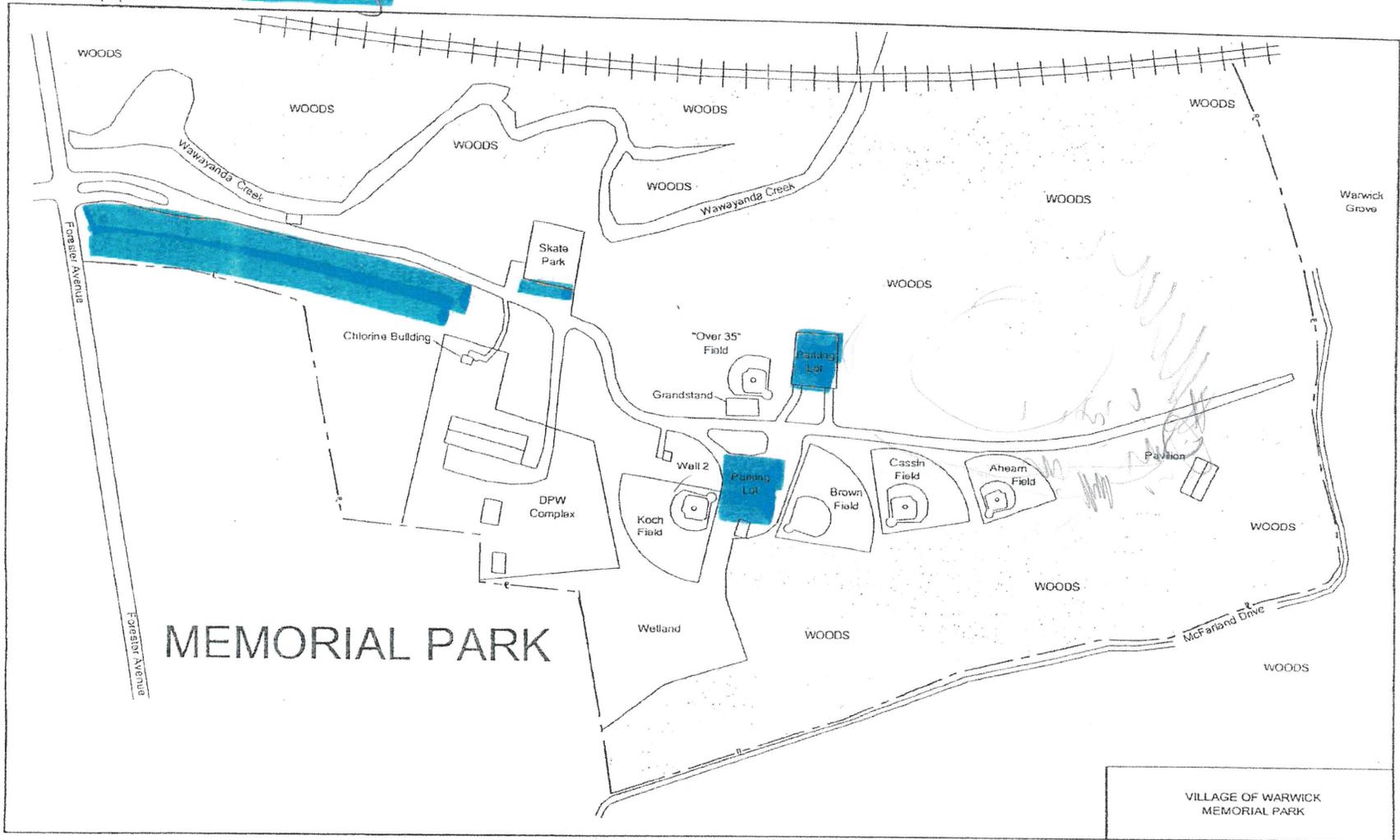
Village of Warwick

[dpwsupervisor@villageofwawick.org](mailto:dpwsupervisor@villageofwawick.org)



STANLEY DEMING PARK

\* Applefest Parking



MEMORIAL PARK

VILLAGE OF WARWICK  
MEMORIAL PARK

**WARWICK APPLEFEST EVENT 2024 HOLD HARMLESS & INDEMNIFICATION AGREEMENT**  
**BETWEEN VILLAGE OF WARWICK & WARWICK COMMUNITY BANDWAGON, INC.**

**Warwick Community Bandwagon, Inc.** 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 2024, and the time before and after Applefest 2024 as necessary for set up and break down of the event.

**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.

WARWICK COMMUNITY BANDWAGON, INC.

V. Required Insurance: **No less than the following:**

WARWICK COMMUNITY BANDWAGON, INC.

WARWICK COMMUNITY BANDWAGON, INC.

WARWICK COMMUNITY BANDWAGON, INC.

WARWICK COMMUNITY BANDWAGON, INC.

• **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 Ave, Warwick NY 10990

Supplier Phone: 845-986-6422

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

Supplier Signature: \_\_\_\_\_

Date: 8/29/2024

Notary (required): *JML Mante*

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

## 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.

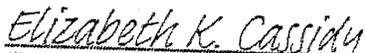
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

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



Invoice: 29594771  
 Order Date: 8/22/2024

**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:** 10/6/2024 10:00am

**End Date:** 10/6/2024 4:00pm

**Delivery method:** Fully Staffed

**Purchase Order:**

Name	Qty	Total
Airplane Ride	1	\$1,750.00
Dixie Twister	1	\$2,750.00
Axe Throwing	1	\$1,050.00
40' Obstacle Course	1	\$1,200.00
3 Lane Mega Obstacle	1	\$1,250.00
Mechanical Bull	1	\$0.00
Concession Generator	7	\$1,050.00
Travel	1	\$500.00
1 hour overtime	1	\$750.00
Staff	4	\$900.00

**Rentals subtotal** \$11,200.00

**Sales Tax** 0.000% \$0.00

**Total** **\$11,200.00**

**Deposit Due** \$5,600.00

**Amount Paid** \$0.00

**Balance Due** \$11,200.00

*4 Staff*

**Event Notes:**

Horizon will provide staff for the 3 mechanical rides. Client must provide volunteers to monitor the obstacle courses & axe throwing.

10-4

**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. DEPOSIT IS NON REFUNDABLE. 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.**

148.75.128.182 on 8/22/2024

Signature

8/22/2024

Date

**Karen Thomas Executive Director**

Printed Name

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is made this 27 day of August, 2024, 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, 2024; and

WHEREAS, set up for vendors at Applefest begins on 10/6/24 and the clean-up, removal and "break-down" period for vendors ends on 10/6/24; 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, 2024 (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 contractors in regard to HEA's participation in Applefest, including without limitation any activity undertaken in the set up period, the Applefest Eve events, or the clean-up, removal and break-down period.

4. The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York.

5. All lawsuits, actions, and legal proceedings of any kind arising out of this Indemnity and Hold Harmless Agreement shall be venued in New York State Supreme Court, Orange County, and HEA consents to such venue.

6. In the event that the VILLAGE successfully brings litigation of any kind against HEA to enforce its rights under this Indemnity and Hold Harmless Agreement, HEA shall be liable for all costs, disbursements and attorneys' fees incurred by the VILLAGE in such litigation.

7. This Agreement represents the entire agreement between the parties concerning the subject matter hereof. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.

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

THE VILLAGE OF WARWICK

By: \_\_\_\_\_

Michael Newhard, Mayor

HORIZON ENTERTAINMENT & ATTRACTIONS, INC.

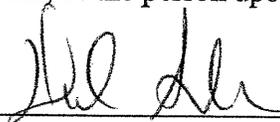
By: R. Ratel

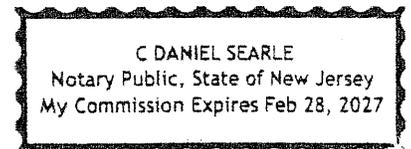
Print Name: Rami Ratel

Business Mailing Address: P.O. Box 2335 Wayne NJ 07474

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

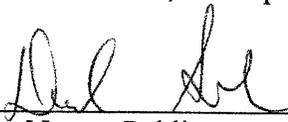
On August 27, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Michael Newhard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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.

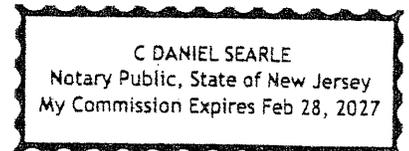
  
\_\_\_\_\_  
Notary Public



STATE OF NS )  
 ) ss.:  
COUNTY OF Essex )

On August 27, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Rami Patel 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.

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





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

On August 27, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Rami Patel 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.

*Daniel Searle*  
Notary Public

C DANIEL SEARLE  
Notary Public, State of New Jersey  
My Commission Expires Feb 28, 2027



# WARWICK APPLEFEST 2024

## STANLEY-DEMINGPARK

### "Winslow Ponies" APPLICATION

2024

When	Sunday October 6, 2024 9:00 am-5:00 pm - RAIN OR SHINE!
Where	Village of Warwick, New York 10990
Set-Up	6 am - 8

Business Name CLC Foundation Inc. dba Winslow Therapeutic Contact Person Sue 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 2024.

Horse Fence, TRAILER + TRUCK, tent, tables chairs.  
5 ponies

Rules and Agreement: Attached

- CLC dba Winslow TRC will have the right to charge what they see fit for their rides for the year 2024. We have agreed to collect a flat fee of \$75 Non Profit Vendor received no later than Sept 15 2024
- Winslow TRC is responsible for all set-up and removal of any signs, equipment, etc., for which you will require.
- All properly executed equipment/ride inspections are to be obtained prior to the event.
- Set-up/takedown and removal of all equipment must be done prior to and after the event.
- All equipment left on the premises prior to, during, and after the event must always be attended to.
- 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 8/22/24

Please Print Name Susan Ferro

Title Executive Director

Company Name Winslow Therapeutic Center

**WARWICK APPLEFEST EVENT 2024 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 2024, and the time before and after Applefest 2024 as necessary for set up and break down of the event.

**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 Rt 17A Warwick NY 10990

Supplier Phone: 845-986-6686

Supplier Name/Title (print): Susan Ferro Executive Director WTRC

Supplier Signature: [Signature]

Date: 8/27/2020

Notary (required): [Signature]

Carolyn Purta  
Notary Public, State of New York  
No. 01PU6073570  
Qualified in Orange County  
Commission Expires April 22, 2020

Received Date

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

4 0 2 6 1

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

**RS 2417-A**

(Rev.12/23)

BE IT RESOLVED, that the Village of Warwick / 40261 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
<b>Elected Officials:</b>									
Barry Cheney	XXX-XX-XXXX	XXXXX	Trustee	4/1/2024-4/2/2029	6	21.98	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
<b>Appointed Officials:</b>									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Raina Abramson, secretary/clerk of the governing board of the Village of Warwick, of the State of New York,

(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Village of Warwick on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_

(Signature of Secretary or Clerk)

**Affidavit of Posting:** I, \_\_\_\_\_ being duly sworn, deposes and says that the posting of the Resolution began on \_\_\_\_\_

(Name of Secretary or Clerk)

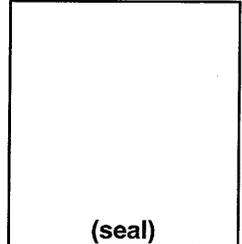
\_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the: \_\_\_\_\_

(Date)

Employer's website at: \_\_\_\_\_

Official sign board at: \_\_\_\_\_

Main entrance Secretary or Clerk's office at: \_\_\_\_\_



Translate



Office of the NEW YORK  
STATE COMPTROLLER  
NYS Comptroller Thomas P. DiNapoli

New York State & Local Retirement System

Reporting Elected and Appointed Officials



## ROA Result Calculator

Use this calculator to determine the ROA result (average number of days worked per month) for an elected or appointed official.

### Calculate the ROA result:

Total Hours Recorded on the ROA:

395.50

Number of Months used to Calculate the ROA:

3



*Note: must be a minimum of three months.*

Hours in Standard Work Day:

6



Calculate

**ROA Result — Average Days Worked per Month:**

21.98

Translate



Office of the NEW YORK  
STATE COMPTROLLER  
NYS Comptroller Thomas P. DiNapoli

New York State & Local Retirement System

Reporting Elected and Appointed Officials



## Days Worked Calculator

### Officials Paid Per Payroll Period

Use this calculator to convert the ROA result (average number of days worked per month) into the number of days worked to report your employees' service credit to NYSLRS.

#### Calculate the days worked to put on your monthly report:

ROA Result:

21.98

Pay Period Frequency:

Monthly



Calculate

**Days Worked to Report:**

21 for months with 30 days or less

21.98 for months with 31 days

**VILLAGE TRUSTEE ACTIVITY LOG 2024**  
**for**  
**BARRY CHENEY**

June 26	Constituent Interaction- Storm damage	1.00
June 27	VH- review fees w/KB; Calls- DWSP2 Consultant and DEC; corres; email	3.00
June 27	Well 3 easement, LSL doc review, PFOA Settlement, Review AWPL basin report; corres, email	4.75
June 28	Infrastructure Inspection	1.00
June 28	VH- Mtg w/MN; Library Stormwater w/TV; Water policy prep; PFOA Settlement motion; MM re: Library, Flushing; corres	3.50
June 28	Corres; PFOA settlement document review	3.00
June 29	Attend WV Gardeners Event	3.50
June 29	Corres	1.00
June 30	Meeting agenda review; prep	3.00
	<b>JUNE TOTAL HOURS (17 DAYS)</b>	<b>74.75</b>
July 1	Library Stormwater Field Inspection W/Moser, Verboys	1.00
July 1	VH- Mtg w/MN; Mtg w/Intern; corres, emails	2.50
July 1	Board Meeting	2.25
July 2	VH- Dept Head Mtgs; MN mtg; meet w/Eng Intern; corres	2.75
July 2	Corres, emails; water project review	1.50
July 3	VH- Mtg w/MN; corres, emails	3.00
July 3	Call w/JRader re: parking ticketing system;	2.00
July 5	VH- Mtg w/MN; corres, emails	2.50
July 5	Review radio contract; Develop watershed property info; review Critical Facilities Report	2.50
July 7	Corres; emails; Village View Water Tank schedule	1.50
July 8	VH- Mtg w/MN; corres, emails; OC Legislature grant; review T2 proposal	3.50
July 9-14	Vacation	
July 15	VH- Mtg w/MN; corres, emails; Village Attny re:Water Code changes	2.75
July 15	Board Meeting	2.25
July 16	VH- Dept Head Mtgs; MN mtg; meet w/Eng Intern; corres	3.50
July 17	VH- Mtg w/MN; corres, emails; LSL Project status review	3.50
July 18	VH- Mtg w/MN; corres, emails	2.50
July 18	LSL Project Meeting; Well #3 Bid Opening	1.50
July 18	Comm w/JRader re:death in Park	1.00
July 19	Interviews- Asst Bldg Inspector	1.50
July 19	VH- Mtg w/MN; corres, emails; Park death; AFFF submittal; constituent corres	4.00
	<b>JULY TOTAL HOURS (13 DAYS)</b>	<b>47.50</b>
	<b>3 MONTHS TOTAL HOURS (April- July 2024) (91 Days)</b>	<b>395.50</b>
	<b>3 MONTH AVERAGE</b>	<b>131.83</b>

**VILLAGE TRUSTEE ACTIVITY LOG 2024**  
for  
**BARRY CHENEY**

<b>DATE</b>	<b>ACTIVITY</b>	<b>TIME (hours)</b>
Apr 1	Mtg Agenda Review; Ethics Law review call Gaba	3.00
Apr 1	VH- Corres; email; mtg w/Mayor; AWQR draft	3.00
Apr 1	Village Board Mtg	1.25
Apr 2	VH- Department Head Mtgs; corres;	2.50
Apr 2	Mtg w/Congressman Ryan	1.00
Apr 2	Email; corres; 101 South tree	2.00
Apr 3	VH- Corres; email; mtg w/Mayor	2.50
Apr 4	VH- mtg w/Mayor; Corres; email;	2.00
Apr 4	EV charging Grant Application	2.00
Apr 5	Email; corres	1.00
April 7	Email; corres	1.00
April 8	Mtg w/Library re: stormwater basins	0.75
April 8	VH- Corres; email; mtg w/Mayor, Moser;	2.00
April 8	Well 3- McFarland Questions	1.50
April 9	VH- Department Head Mtgs; corres;	3.00
April 10	VH- AWQR prep; PFOA/PFOS standard review; Water/Sewer prep & Mtg; Bid Opening	2.50
April 10	AWQR Final Draft prep; Hospital easement; corres; email; phone calls; PFOA Press Release	3.00
April 11	Mtg w/Brabenec & Lindberg re: litter	1.50
April 11	VH- AWQR prep; Bid Opening	2.00
April 11	Voucher Review	1.25
April 11	Climate Action Webinar	1.50
April 12	VH- Mayor updates; Bid Opening, Street Light purchase docs	3.00
April 12	AWQR edits; Mtg Agenda review/prep	4.00
April 13	Corres; emails	0.75
April 14	Budget Review	1.50
April 15	VH- Mayor Mtg; corres; email; Review STR proposed law	3.00
April 15	Village Board Work Session and meeting	3.50
April 16	VH- Department Head Mtgs; corres;	2.25
April 16	Corres; emails	0.50
April 17	Well 3 corres; VH- Mayor Mtg; corres; email;; LSL Proj Call	3.50
April 18	VH- Mayor Mtg; corres; email;	2.50
April 18	Hospital Easement review; corres; 16 Elm traffic review	1.00
April 19	VH- Mayor Mtg; Moser mtg; corres; email; Procurement; Hosp Easement	4.00
April 20	WLL Picture Day- assist opening shed, bathrooms	1.00
April 20	TreeCycle Event- assist TM with printing; booth serup; staff booth	4.50
April 22	Corres; emails	1.00
April 23	VH- Department Head Mtgs; Mayor mtg; corres; emails;	2.00
April 23	Constituent mtg ;ZBA Mtg (remote); Corres	3.00
April 24	VH- W/S Mtg; Site visit 101 South St, corres, emails, calls; review contractor bids	3.25
April 24	Hospital Easement Review; Cross Connection Law review	2.00
April 25	CPR Training	3.25
April 25	VH- Mayor- various topics, corres, emails	2.25
April 25	AWQR- edit, finalize; Hospital Easement- review, comment	2.00

**VILLAGE TRUSTEE ACTIVITY LOG 2024**  
**for**  
**BARRY CHENEY**

April 25	WV Prevention Coalition Mtg	1.25
April 25	Corres; emails	0.75
April 26	Village Arbor Day Celebration; WV Gardner's Arbor Day Celebration	2.25
April 26	VH- Hospital Easement-finalize; Grant submit review; emails;corres	2.75
April 26	Corres; emails; Chemical quote review	2.00
April 27	Roadside Litter Cleanup	3.00
April 27	Emails; filing	1.00
April 28	Emails; filing	2.00
April 29	Infrastructure Inspection	1.00
April 29	Wheeler Sidewalk Inspection	1.00
April 29	VH- corres; email; mtg /MN, RA	1.50
April 29	75 Forester review, corres; emails	2.00
April 30	VH- Dept Head Mtgs; Mayor mtg; 75 Forester w/BR; corres; emails;	2.25
April 30	Work Order Entries	3.00
April 30	OCA TVC meeting (Port Jervis)	4.00
April 30	Corres; emails; Voucher issue review	1.25
	<b>APRIL TOTAL HOURS (30 DAYS)</b>	<b>125.00</b>
May 1	VH- LSL Conf Call w/B&L; Discuss backflow device and Cross Connection control w/CB & BR; corres	3.50
May 1	Cross connection control review/revise	2.50
May 2	Infrastructure Inspection	0.75
May 2	Cross connection control revise; discuss w/CB	1.00
May 2	VH- Mayor mtg; BR mtg; corres; emails; AWQR revision, resubmit	2.50
May 3	VH- Mayor mtg; WWTP call; corres; emails; Water Billing discussion; 75 Forester Temp CO conditions; voucher review	5.50
May 4	Board Agenda review	1.50
May 5	Board Agenda review; Intern /resume review;	2.50
May 6	LSL Scanning logistics, calls	0.75
May 6	VH- Mayor mtg; corres; emails;	2.50
May 6	Mtg prep; 75 Forester Motion prep; Mtg; post mtg edits; KClark notes	4.00
May 7	Intern Interview Scheduling; Street Lights; Infrastructure Inspection	1.75
May 7	VH- Mayor mtg; corres; emails; Water Code update	2.50
May 7	Constituent mtg; Intern interview w/prep; email	2.00
May 8	VH- Water/Sewer Mtg; corres; email; Water Code changes;	3.00
May 8	Engineering Intern Interviews; EV Grant work plan	2.25
May 9	Corres; email	1.50
May 10	VH- corres; email; Code revisions	3.00
May 12	Corres; email	1.00
May 13	VH- Mayor mtg; corres; emails; BR Mtg; SB re:grant; work requests	3.50
May 13	Leak Detection Report draft; call KRother; Turf Maint Program	2.50
May 14	Corres; email	2.50
May 15	Corres; NYCOM- prep and travel	5.00
May 15	Corres; NYCOM Annual Meeting; Networking	7.50
May 16	NYCOM Annual Meeting; Networking; Corres; emails	13.50
May 17	NYCOM Annual Meeting; Networking; Travel	8.00
May 17	VH- Vouchers; Agenda review; Corres; emails	3.50
May 19	Meeting Agenda Review/Prep	2.50
May 20	VH- Mtg w/McFarland re: Well 3 Easement; w/Mayor;	2.25

**VILLAGE TRUSTEE ACTIVITY LOG 2024**  
for  
**BARRY CHENEY**

May 20	Corres; email	1.25
May 20	Board Work Session & Meeting	4.00
May 21	VH- TVerboys orientation; mtg w/Mayor; Mtg w/BR; MH	3.25
May 22	VH- Water/Sewer Mtg; Moser mtg; corres; email	3.50
May 22	Corres; emails	1.00
May 23	VH- Mayor mtg; TV mtg, work plan; emails	3.50
May 23	Intern work plan; emails	2.00
May 24	VH- Mayor mtg; TV mtg, work plan; Trimble equip selection; corres; emails;	3.00
May 24	Emails; Review Parking enforcement options; Mtg w/MHelme, SGrecco; Inspect Library Stormwater basin	3.75
May 26	Corres, email	1.50
May 27	Warwick Memorial Day Observance	2.00
May 27	Library Stormwater Inspect; Work Order submittal; DPW corres	2.50
May 28	Infrastructure Inspection	1.00
May 28	VH- Dept Head Mtgs; Mayor mtg; meet w/Eng Intern; corres	4.00
May 28	Corres; emails	1.50
May 29	VH- Mtg w/NYMIR Rep, inspect facilities; corres; meet w/Eng Intern	4.00
May 29	LSL Postcard review; corres	1.50
May 30	Infrastructure Inspection	1.00
May 30	VH- Mayor mtg; BR mtg; Library stormwater research; corres	5.00
May 31	VH-Parking Ticket Presentation; Dam Safety Grant debrief; corse	3.50
May 31	Mem Park Field Lights inspect; corres	1.25
	<b>MAY TOTAL HOURS (31 DAYS)</b>	<b>148.25</b>
June 1	Warwick Historical Society Event	3.50
June 2	Mtg Agenda prep; research CBA	2.50
June 3	VH- Mtg w/Mayor re: agenda; corres	3.50
June 3	Mtg Prep; corres;	2.50
June 3	Board Meeting	2.50
June 3	Meeting review; scheduling	1.50
June 4	Infrastructure Inspection	1.25
June 4	VH- Dept Head Mtgs; Mayor mtg; meet w/Eng Intern; corres	1.50
June 4	Corres; emails	1.50
June 5	OC Youth Bureau Awards Ceremony	3.50
June 5	Corres; emails	1.00
June 6	Infrastructure Inspection- Library Stormwater	1.00
June 6	VH- Mtg re: water easement/Ball Farm; Mtg w/Mayor; corres	2.50
June 6	OC Land Trust Event	5.00
June 7	VH- Mtg w/Mayor; Mtg w/TV; KClark call; corres	3.50
June 7	Corres; emails	3.25
June 8-20	Vacation	
June 21	VH- Mtg w/MN; Corres; emails	3.00
June 24	Corres; emails	1.00
June 25	VH- review w/MN; corres; email	2.00
June 25	Corres; emails	1.50
June 26	VH- review w/MN; Water/Sewer Mtg; PFOA settlement webinar; corres; email	3.50

# Service Agreement

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of December 2024, by and between the Village of Warwick (herein referred to as “Warwick”) of 77 Main Street PO Box 369, Warwick, NY 10990, and Gallego Information Services of PO Box 345, Buffalo, NY 14224-0345 (hereinafter referred to as the “Gallego”)

## Scope of Service

Gallego will provide records and information management services to Warwick as listed below.

- A. Records Inventory and Management
  - a. Complete an inventory in inactive and active records held by the Building & Planning Department.
  - b. Complete an inventory of inactive Department of Public Works records, Water Department records, and Assessor Records.
  - c. The total number of records to be inventoried is 570 cubic feet.
  - d. Examine, sort and organize records in boxes, filing cabinets, map drawers, map tubes, map bags, and binders according to records series, date span, and retention and disposition schedule.
  - e. Box and label with record series, date span, retention schedule and destruction date.
  - f. Place records currently stored in irregular boxes into standard record cartons and label with record series title, date span, and retention period.
  - g. Label and place maps currently loosely stored in roll storage boxes or single roll boxes.
  - h. Identify duplicated and/or obsolete records.
  - i. Create Destruction Forms for obsolete records for sign-off by the Village Records Management Officer, Village of Warwick to be responsible for the actual destruction of records after Destruction Form completed.
  - j. Create an electronic inventory database or spreadsheet of all records.
  - k. Identify records to be transferred to the Village Municipal Archives and Records Center for permanent storage or purging.
- B. Conduct a Needs Assessment and Creation of Needs Assessment Report
  - a. Assess current records management practices and evaluate potential for areas of improvement.
  - b. Identify equipment and space needed to manage records.
  - c. Identify record series and quantity of records which are candidates for electronic document conversion.
  - d. Identify needs related to uniform filing naming conventions for electronic records and active paper records.
  - e. Identify needs for archival records.
  - f. Identify materials and supplies needed for archiving records,
  - g. Inventory number of records and types of records (i.e. paper, microfilm) to be processed.
  - h. Create work plan/timeline of estimated hours/days to process records.

- i. Include a cost analysis for completing recommended activities of each of these categories.
- C. Creation of Records Management Policy and Procedures Manual. The Consultant will create a Policy and Procedures manual to:
- a. Provide guidelines on inactive and active document storing, retrieving and disposition schedules according to the New York State Records Archives guidelines.
  - b. Recommendation of type of files and data information that should be electronically indexed (if applicable).
  - c. Provide guidelines on retention periods and definitions of records series for identification in the LGS-1 Retention and Disposition Schedule.
  - d. Provide office copies of the LGS-1, specific to the types of records found in the Building and Planning Department.
  - e. Additional best practices recommendations for records management.
- D. Creation of a Records Management Plan
- a. Work with the Village's Records Management Officer and Village staff to develop a written Records Management Plan for the development of the Village Records Management Program, defining both short-term and long-term goals, including electronic content management, and identify needs for accomplishing each goal.
- E. Staff Training
- a. Provide training to Village staff in policies and procedures and use of the inventory database<sup>44</sup>.

Warwick will provide an area to work including a table and chairs and supplies such as boxes and labels.

Warwick will provide access to the records during regular work hours and weekends, when necessary.

### **Payment**

Payment for the project including all expenses is \$37,175

There will be two (2) invoices for this project. Payment will be invoiced after the completion of the inventory and the completion of the remainder of the project work. Payment is due 30 days after receipt of the invoice.

Payment #1 will be invoiced after the deliverable of an electronic inventory database or spreadsheet index of all inventoried records, including inactive, active, and archived records.

Payment #2 will be invoiced after the deliverables of:

- Needs Assessment Report and Work Plan in electronic format.
- Records Management Policy and Procedures Manual in electronic and hard copy format, with two (2) printed copies, Office copies of the LGS-1, specific to the

types of records found in the Building and Planning Department, in electronic and hard copy format.

- Records Management Plan in electronic and hard copy format, with two (2) printed copies.
- Training presentation, handouts or quick reference guides.

**Term of Agreement**

All work, deliverables, training, and invoices related to this project will be completed and submitted to the Village of Warwick no later than June 6, 2025, to ensure compliance with the deadlines established by the LGRMIF Grant.'

**Authorizations**

Village of Warwick

Gallego Information Services

\_\_\_\_\_  
Caroline Gallego, MLS, CRM, CA  
President

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



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

**VILLAGE OF WARWICK**  
 INCORPORATED 1867

**Budget Modification Request**

**For Board of Trustees Approval - Meeting on 9/23/24**

For approval to transfer available appropriations for the following Fiscal Year 2023-2024 budget account lines:

**GENERAL FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A9060.8000	Hospital & Medical Insurance	40,488.92	81.74	ADJUSTMENT FOR THE PURCHASE OF ROBIN BRAE PROPERTY	A1910.4950	Other	(81.74)	81.74
<b>TOTAL</b>			<b>81.74</b>		<b>TOTAL</b>			<b>81.74</b>

Respectfully submitted,

*Sadie Andryshak*  
 Sadie Andryshak  
 Village Treasurer

Backup Documentation:            Negative balance listing

Report Date: 9/17/24

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

Account No	Description	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1910-4950	other	10,150.00	0.00	59,465.78	49,234.04	0.00	0.00	81.74-	100.14
<b>Fund Total</b>									
		10,150.00	0.00	59,465.78	49,234.04	0.00	0.00	81.74-	100.14
<b>Year Total</b>									
		10,150.00	0.00	59,465.78	49,234.04	0.00	0.00	81.74-	100.14

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



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 clerk@villageofwarwick.org

**VILLAGE OF WARWICK**  
 INCORPORATED 1867

**Budget Modification Request**

**For Board of Trustees Approval - Meeting on 9/23/24**

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

**GENERAL FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A1990.4950	Contingent	45,183.44	6,000.00	To cover park supply purchases	A7140.4650	Parks - Spec Dept Supply	(610.26)	6,000.00
A1990.4950	Contingent	39,183.44	2,800.00	To cover consulting fees for Chase Bank site	A1440.4900	Engineer - Other Professional Services	0.00	2,800.00
A1990.4950	Contingent	36,383.44	2,564.50	To cover costs for Sidewalk projects and pole barn	A1440.4000	Engineer - Contracted Services	147,435.50	2,564.50
A5110.1000	Streets - Personal Service	434,824.63	10,049.74	Actual vs budget payroll	A1620.1000	Village Hall - Personal Service	(5,085.94)	5,085.94
				Actual vs budget payroll	A5010.1200	DPW - WORKERS COMP SALARY	(4,963.80)	4,963.80
A1990.4950	Contingent	33,818.94	255.58	Actual vs budget for liability insurance policy	A1910.4980	Village Liability Insurance	(255.58)	255.58
<b>TOTAL</b>			<b>21,669.82</b>		<b>TOTAL</b>			<b>21,669.82</b>

**WATER FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F9060.8000	Water Hospital & Medical Insurance	4,909.70	136.92	Actual vs budget for liability insurance policy	F1910.4980	Water - Village Liability Insurance	(136.92)	136.92
<b>TOTAL</b>			<b>136.92</b>		<b>TOTAL</b>			<b>136.92</b>

**SEWER FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
G9060.8000	Sewer Hospital & Medical Insurance	1,000.00	63.89	Actual vs budget for liability insurance policy	G1910.4980	Sewer - Liability Insurance	(63.89)	63.89
<b>TOTAL</b>			<b>63.89</b>		<b>TOTAL</b>			<b>63.89</b>

Respectfully submitted,

*Sadie Andryshak*  
 Sadie Andryshak  
 Village Treasurer

Backup Documentation: Negative Balance Listing report

Report Date: 9/17/24

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

Account No	Description	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1440-4900	Engineer - Other Professional Services	0.00	0.00	3,244.50	444.50	0.00	0.00	2,800.00-	729.92
A-1620-1000	Village Hall - Personal Service	1,739.00	0.00	7,915.20	1,090.26	0.00	0.00	5,085.94-	279.76
A-1910-4980	Village Liability Insurance	98,292.00	0.00	100,274.14	1,726.56	0.00	0.00	255.58-	100.26
A-5010-1200	DPW - WORKERS COMP SALARY	0.00	0.00	13,869.44	8,905.64	0.00	0.00	4,963.80-	155.74
A-7140-4650	Parks - Spec Dept Supply	3,500.00	0.00	7,110.26	3,000.00	0.00	0.00	610.26-	109.39
<b>Fund Total</b>									
		103,531.00	0.00	132,413.54	15,166.96	0.00	0.00	13,715.58-	111.56
F-1910-4980	Water - Village Liability Insurance	52,100.00	0.00	52,877.22	640.30	0.00	0.00	136.92-	100.26
<b>Fund Total</b>									
		52,100.00	0.00	52,877.22	640.30	0.00	0.00	136.92-	100.26
G-1910-4980	Sewer - Liability Insurance	24,300.00	0.00	24,676.03	312.14	0.00	0.00	63.89-	100.26
<b>Fund Total</b>									
		24,300.00	0.00	24,676.03	312.14	0.00	0.00	63.89-	100.26
<b>Year Total</b>									
		179,931.00	0.00	209,966.79	16,119.40	0.00	0.00	13,916.39-	107.10