BOARD OF TRUSTEES VILLAGE OF WARWICK **SEPTEMBER 3, 2024 AGENDA**

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

Call to Order Pledge of Allegiance Roll Call

1.	Introduction by Mayor Newhard.					
2.	Acceptance of Minutes: August 19, 2024.					
The vote on the foregoing motion was as follows:						
	Trustee Cheney Trustee Foster Trustee Collura					
	Trustee McKnight Mayor Newhard					
3.	Authorization to Pay all Approved and Audited Claims in the amount of \$					
	The vote on the foregoing motion was as follows:					
	Trustee Cheney Trustee Foster Trustee Collura					
rre	Trustee McKnight Mayor Newhard spondence					

Cor

- 1. Letter from Village residents Tim & Amy Smith thanking the Village Department of Public Works.
- 2. Email from Nicole Andersen, Director of the Orange County Office of Community Development, increasing the Village of Warwick's FY2023 CDBG award for the South Street, Third Street to Lawrence Ave. ADA Sidewalk Improvement Project from \$112,000 to \$182,000.

Discussion

- 1. 2024 NY Forward Revitalization Initiative Grant Application Preparation Services.
- 2. Village Code § 135-16 All-night parking: South Street Parking Lot daytime limitation.

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 grant permission to Village of Warwick DPW Supervisor, Mike Moser, to carry over 3 vacation days. The vote on the foregoing **motion** was as follows: Trustee Cheney Trustee Foster Trustee Collura Trustee McKnight Mayor Newhard 2. **MOTION** to acknowledge receipt of the request from Elite Strategies for an outside sewer agreement for certain real property located at 10 Clinton Avenue Extension, Section 52, Block 1, Lots 9 & 10.2, Warwick, NY, to set an escrow at \$3,000, and refer the request to the Village Attorney and Village's Engineering Consultant for review and comment. The vote on the foregoing **motion** was as follows: Trustee Cheney Trustee Foster Trustee Collura Trustee McKnight Mayor Newhard **Trustee Foster's Motions** 3. **MOTION** to accept the proposal from , with a total cost not to exceed \$ to provide grant preparation services for the Village of Warwick's 2024 NY Forward Grant Program Application and authorize the Mayor to

sign the same. Funds are appropriated in budget code A1910.4950.

	The vote on the foregoing motion was as follows:				
	Trustee Cheney Trustee Foster Trustee Collura				
	Trustee McKnight Mayor Newhard				
4.	MOTION to grant permission to the Warwick Valley Chamber of Commerce to use Railroad Green for a 'Witches Night Out' event on Thursday, October 24, 2024, from 3:00 p.m. – 8:00 p.m., including the use of electricity. Completed park permit, proof of insurance, and security deposit have been received. Proof of insurance must be received from each vendor prior to the event.				
	The vote on the foregoing motion was as follows:				
	Trustee Cheney Trustee Foster Trustee Collura				
	Trustee McKnight Mayor Newhard				
5.	MOTION to grant permission to the Warwick Valley Rotary Club to hold a Rotary lunch to honor the fallen on 9/11 at the Stanley-Deming Park 9/11 Memorial on Wednesday, September 11, 2024, from 12:15 p.m. to 1:30 p.m., with setup to begin at 10:00 a.m. and breakdown to be completed by 3:00 p.m. Event parking to take place on Park Lane, South Street and the Stanley-Deming parking lot. Permission includes use of restrooms at the park. Completed park permit, proof of insurance, and security deposit have been received.				
	The vote on the foregoing motion was as follows:				
	Trustee Cheney Trustee Foster Trustee Collura				
	Trustee McKnight Mayor Newhard				
6.	MOTION to grant permission to the Warwick Fire Department to use the Veterans Memorial Park Pavilion for a Department Picnic on Saturday, October 12, 2024, from 11:00 a.m. to 10:00 p.m. Request includes use of alcohol, electricity, pavilion lights, restrooms and ten (10) Village owned tables and one hundred (100) chairs. Completed park permit and proof of insurance, including Host Liquor Liability have been received.				
	The vote on the foregoing motion was as follows:				
	Trustee Cheney Trustee Foster Trustee Collura				
	Trustee McKnight Mayor Newhard				

7. Resolution Revising Village Employee Handbook Sections: 2.1 Full Time Employees, 2.2 Part Time Employees, 4.1 Hours of Work, 7.2 Vacation Leave, 7.3 Sick Leave, & 7.4 Personal Leave

WHEREAS, it is appropriate for the Village Board to periodically review and revise the Employee Handbook of the Village of Warwick to update the policies and procedures set forth therein in order to better serve the needs of Village, its employees and the community; and

WHEREAS the Village Board has before it a proposal to make certain revisions to the Employee Handbook; and

WHEREAS, the Village Board has reviewed and considered the said revisions, and finds them to be necessary and proper at this time;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That Section 2.1 'Full Time Employees' items (d), (e) and (f) of the Employee Handbook of the Village of Warwick are hereby amended as follows:

d.	Deputy Treasurer	(35-hour work week) *Effective 6/1/2024 FY2024-25 Budget
e.	Village Clerk	(40-hour work week) *Effective 6/1/2023 FY2023-24 Budget
f.	Deputy Clerk	(35-hour work week) *Effective 6/1/2024 FY2024-25 Budget

- 2. That Section 2.2 Part-Time Employees of the Employee Handbook of the Village of Warwick is hereby amended to include the addition of the following:
 - f. Assistant Building Inspector III *Effective July 25, 2022
- 3. Section 4.1 'Hours of Work', subsection one (1) 'Full Time Employees' items (b– f) and (i) of the Employee Handbook of the Village of Warwick are hereby amended as follows:

b. Code Enforcement Officer	7:30 a.m. – 4:00 p.m. *Effective 11/30/2018
c. Treasurer	8:30 a.m. – 4:00 p.m. *Effective 6/25/2024
d. Deputy Treasurer	8:00 a.m. – 4:00 p.m. *Effective 6/1/2024
e. Village Clerk	7:30 a.m. – 4:00 p.m. *Effective 6/1/2023
f. Deputy Clerk	8:00 a.m. – 4:00 p.m. *Effective 6/1/2024
i. DPW Clerk	8:00 a.m. – 3:30 p.m. *Effective 4/21/2023

4. Section 4.1 'Hours of Work', subsection 'Overtime', section one (1), 'Full Time Employees' items (c-g) of the Employee Handbook of the Village of Warwick are hereby amended as follows:

- c. Treasurer: The 5 hours between 35 hours and 40 hours per week is paid at regular hourly rate. Excess of 40 hours per week is 1 ½ x regular hourly rate. *Effective 11/20/2020
- d. Village Clerk: Excess of 40 hours per week is 1 ½ x regular hourly rate. *Effective 6/1/2023 FY23-24 Budget
- e. Deputy Clerk and Deputy Treasurer: The 5 hours between 35 hours and 40 hours per week is paid at regular hourly rate. Excess of 40 hours per week is 1 ½ x regular hourly rate. *Effective 6/1/2024 FY24-25 Budget
- f. Water Billing Clerk, Court Clerk, DPW Clerk & Planning Board Secretary: The 7½ hours between 32.5 and 40 hours per week is paid at regular hourly rate. Excess of 40 hours per week is 1½ x regular hourly rate.
- g. DPW Employees: Per Collective Bargaining Agreement.
- 5. Section 4.1 'Hours of Work', subsection 'Lunch Period', section one (1) 'Full Time Employees Lunch' items (c f) of the Employee Handbook of the Village of Warwick is hereby amended as follows:

c. Treasurer 30 minutes unpaid *Effective 6/25/2024
 d. Village Clerk 30 minutes unpaid *Effective 6/1/2023
 e. Deputy Clerk, Deputy Treasurer 60 minutes unpaid Water Billing Clerk, Court Clerk, DPW Clerk, Planning Board Secretary
 f. DPW Employees 30 minutes unpaid

6. Section 7.2 'Vacation Leave' subsection 'Accumulation' of the Employee Handbook of the Village of Warwick is hereby amended as follows:

Accumulation – Accrued vacation must be used within 12 months of the employee's "anniversary year" of their hire date.

The Village Board may in its sole discretion approve a carryover of up to one (1) week of vacation time to be used during the following "anniversary year". In the event such vacation time is carried forward and not used during the same, it shall be forfeited. A written request for carryover must be submitted to the Village Board at least sixty (60) days prior to the expiration of the "anniversary year" in which the vacation was earned. (See Appendix F). All requests will be considered on a case-by-case basis.

7. Section 7.3 'Sick Leave', subsection 'Accrual' of the Employee Handbook of the Village of Warwick is hereby amended as follows:

Accrual - Full-Time employees shall earn sick leave as follows:

Employees that work 32.5 hours per week will earn sick leave at a rate of 1.63 hours per week and shall be credited 1.63 hours each week for a total of thirteen (13) days of sick leave annually.

Employees that work 35 hours per week will earn sick leave at a rate of 1.75 hours per week and shall be credited 1.75 hours each week for a total of thirteen (13) days of sick leave annually.

Employees that work 40 hours per week will earn sick leave at a rate of two (2) hours per week and shall be credited two (2) hours each week for a total of thirteen (13) days of sick leave annually.

An employee may accumulate sick leave credits while on paid leaves of absence, but not while that employee is on an unpaid leave of absence.

8. Section 7.4 'Personal Leave' of the Employee Handbook of the Village of Warwick is hereby amended as follows:

Employees shall be entitled to personal leave with pay for personal business, including religious observances, which for compelling reasons require an employee to be absent from work. Personal leave time shall be limited to three (3) days per "anniversary year" of the employees hire date. Such leave may be granted without charge against leave credits at the discretion of the employee's supervisor. A request for personal leave shall be in writing stating the amount of time being requested. Personal leave time may not be accrued from year-to-year.

9. That the aforesaid revision to the Employee Handbook shall be effective immediately.

	presented the foregoing resolution which was
seconded by	· · · · · · · · · · · · · · · · · · ·
The vote on the foregoing resolu	ation was as follows:
Barry Cheney, Trustee, voting	·
Carly Foster, Trustee, voting	
Thomas McKnight, Trustee, voting	

Mary Collura, Trustee, voting						
Michael Newhard, Mayor, voting						
Trustee McKnight's Motions						
8. MOTION to return the Planning Board escrow balance of \$1,872 and Zoning Board of Appeals escrow balance of \$948.42 to Amy and David Sliter for variance and site plan approval at 18 Galloway Road. The Village Engineer, Planning Board Attorney, and ZBA Attorney have confirmed that all invoices have been paid. The vote on the foregoing motion was as follows:						
Trustee Cheney Trustee Foster Trustee Collura						
Trustee McKnight Mayor Newhard						
Public Comment – Non-Agenda Items						
Final Comments from the Board						
Executive Session, if applicable						
Adjournment						

Mike Moser DPW Supervisor Village of Warwick 77 Main Street PO Box 369 Warwick, New York 10990

RECEIVED

AUG 19 2024

VILLAGE OF WARWICK CLERK'S OFFICE

Hello Mr. Moser,

We believe you would be the person to receive this but if not, please forward accordingly.

My wife Amy and I are new residents at 25 Park Ave and wanted to write to thank you. After a storm one evening earlier this summer we lost several limbs of an old tree, so you can imagine our delight when the next morning at 8:00am your crew showed up to take care of it. Then, a few weeks later a tree service company came to take it down. Then earlier this week you showed up again to grind the stump, clean up the yard, and spread soil and seed.

We wanted to let you know how much we appreciate the great service and support.

Many thanks!

Tim & Amy Smith 25 Park Ave Warwick NY 10990

Raina Abramson

From:

Andersen, Nicole < NAndersen@orangecountygov.com>

Sent:

Friday, August 23, 2024 3:35 PM

To:

Raina Abramson

Cc:

Michael Newhard; Amante, John

Subject:

RE: [EXTERNAL] V. of Warwick - FY2023 CDBG Request for Additional Funds

Good afternoon,

The CDBG Cmte. approved the increase to \$182,000. I will work on the substantial amendment to the action plan which should be completed by November and then we can execute the amendment to our agreement. Thank you.

Nicole

Nicole Andersen

Director

Orange County Office of Community Development 40 Matthews Street, Suite 307A Goshen, NY 10924 (845) 615-3819 (845) 781-3385 cell

nandersen@orangecountygov.com



Steven M. Neuhaus **County Executive**

From: Raina Abramson <clerk@villageofwarwick.org>

Sent: Thursday, August 15, 2024 9:53 AM

To: Andersen, Nicole <NAndersen@orangecountygov.com> Cc: Michael Newhard <mayor@villageofwarwick.org>

Subject: [EXTERNAL] V. of Warwick - FY2023 CDBG Request for Additional Funds

Good afternoon, Nicole.

Attached please find a letter from the Village of Warwick requesting additional funds for the FY2023 CDBG ADA Compliant Sidewalk project.

Please don't hesitate to reach out if you have any questions.

All the best,

Raina

Raina M. Abramson, RMC Village Clerk

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



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

August 15, 2024

Orange County Office of Community Development Attn: Ms. Nicole Andersen, Director 40 Matthews Street Suite 307A Goshen, NY 10924

Re: FY-2023 CDBG Municipal Agreement

Village of Warwick Project: South Street Sidewalk ADA Improvements - Third Street to

Lawrence Avenue

Dear Ms. Andersen:

I am writing to request additional funds for the FY 2023 CDBG Village of Warwick South Street, Third Street to Lawrence ADA Sidewalk Improvement Project. The Village was awarded \$112,000.00 from Community Development. The project costs are to date \$201,848.00. The Village contribution is \$89,848.00. We are requesting funding to help reduce the financial gap and Villages contribution for this project.

Thank you for your consideration.

Very truly,

Michael J. Newhard

Mayor



August 20, 2024

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

Re: Project Agreement - NYS Regional Economic Development Council - NY Forward Grant Program

Dear Mayor Newhard,

Millennium Strategies LLC is pleased to submit the following project agreement to the Village of Warwick for assistance with the preparation and submission of an application through the NYS Regional Economic Development Council - NY Forward Grant Program. Details pertaining to our firm, experience, proposed services, and fees are outlined further within this project agreement.

COMPANY PROFILE

Founded in 2005, Millennium Strategies is the largest full-service grant writing firm in the region. We currently represent more than 170 municipalities, counties, school districts and non-profit entities in New York, New Jersey, Pennsylvania, Ohio, and Missouri. Since our inception, we have helped to secure over \$2 billion in both governmental and non-governmental grant funding on behalf of our clients.

What sets Millennium apart is our comprehensive and aggressive approach to grant research and grant writing. We help our clients meet their complex challenges by securing funding for projects that fall within the following categories: arts, health services, human services, disaster recovery, economic development, public safety, environmental protection, historic preservation, open space preservation, recreation, sustainability, transportation infrastructure, and water/sewer infrastructure.

EXPERIENCE

Millennium Strategies has considerable experience helping municipalities secure grant funding through the NYS Regional Economic Development Council – NY Forward Grant Program. Outlined below, please find a sample listing of awards that Millennium has helped to secure on behalf of our clients during previous funding cycles.

Client	Project Scope	Award Amount
City of	Support revitalization within the central	\$4,500,000.00
Long Beach	business district	• • •
Village of	Highland Falls downtown recovery	\$4,500,000.00
Highland Falls		
Town of	Revitalization of downtown Village of	\$4,500,000.00
Montgomery	Montgomery	
Town of	Revitalization of downtown North	\$4,500,000.00
Brookhaven	Bellport	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

SCOPE OF SERVICES

Millennium Strategies will prepare and submit a grant application, through the NYS Regional Economic Development Council – NY Forward Grant Program, on behalf of the Village of Warwick. Services to be rendered by Millennium in support of this are as follows.

- Conference calls and/or virtual meetings with various project stakeholders.
- Research and data collection associated with the application and project.
- Coordination with project administrators, department heads, staff, and other professionals as necessary.
- Preparation of applicable application components (i.e. narratives, resolutions, letters of support, etc.).
- Packaging and submission of application.

The Village agrees to make key and informed personnel available for Millennium's information requests. Grant applications require timely submittals and support documentation. Millennium shall not be responsible for missing deadlines due to non-response or untimely response by the Village.

FEE SCHEDULE

Millennium Strategies will provide our Scope of Services as outlined, and described above, for a flat consulting fee of \$5,400.00. Our consulting fee is inclusive of all expenses and costs associated with the performance and completion of Scope of Services. All fees are non-refundable as paid and are not contingent upon the successful award of grant funding.

TERM

Services shall commence on August 20, 2024. An invoice for services rendered shall be submitted by Millennium to the Village following the completion of services. The Village reserves the right to terminate services at any time for any reason by providing written notice to Millenium. Upon receipt of such notice, Millennium shall provide the Village with a pro-rated invoice for services rendered prior to the receipt of such termination notice. Millennium shall also provide any application components and other materials completed or in progress as of the date of such notice of termination.

CONCLUSION

Thank you again for considering Millennium Strategies. We look forward to the opportunity to be of service on behalf of the Village of Warwick. Should you have any questions please do not hesitate to contact our team at (201) 230-8545.

Sincerely,

David Jenkins V

Director of New York Operations

ACKNOLWEDGEMENT, AGREEMENT AND ACCEPTANCE

The Village has reviewed this project agreement submitted by Millennium Strategies. By signing below, the Village further acknowledges, agrees to, and accepts the terms and conditions as presented within this project agreement.

Signature	Name	
Title	Date	

Project Agreement – Village of Warwick NYS Regional Economic Development Councils – NY Forward Grant Program Page 2 of 2

choice words

Steve Densmore

134 Main Street • New Paltz, NY 12561 • 845-234-8713 sdensmore@choicewordspr.com • choicewordspr.com

DATE	August 13, 2024
PROPOSAL FOR	Village of Warwick
CONTACT(S)	Michael J. Newhard, Mayor
SERVICE	NY Forward grant program
FEE	\$12,000
PRESENTED BY	Steve Densmore, President 845-234-8713 sdensmore@choicewordspr.com

ABOUT CHOICE WORDS

Choice Words was formed in 2010 in response to a persistent need for strategic communications services in the Hudson Valley and NYC Metro area. Today its diverse client base includes nonprofits, businesses, and municipalities throughout the Hudson Valley and beyond. Choice Words has helped its clients secure more than \$165 million in grant awards to date, from a variety of federal, state, and private sources.

Choice Words has extensive experience securing grant funding for municipalities. In 2023 it helped the Town and Village of Cornwall secure a **\$4.5 million New York Forward grant**. Other cumulative awards for municipal clients include:

\$12.4 million – City of New Rochelle \$269,688 – Town of Saugerties

\$1.8 million – Town of New Windsor \$238,390 – Town of Mount Pleasant

\$1.5 million – Town of Hyde Park **\$103,955** – City of Beacon

\$500,000 – City of Poughkeepsie ... and many, many more.

The Choice Words team is able to quickly and efficiently cull information from a variety of sources, learn pertinent subject matter, and locate supporting data. It plans sufficient time to present clients with drafts and works with all members of the team to incorporate changes. Choice Words is organized: it keeps track of all employee hours and presents accurate and comprehensive invoices on time. Its experience with grant applications ranging from simple online forms to complicated federal funding opportunities makes Choice Words familiar with the potential challenges associated with these applications.

DUTIES / TERMS

Choice Words LLC is prepared to begin work immediately to assist the Village of Warwick with its efforts to seek funding via the NY Forward grant program. Choice Words will work closely with the Village of

Warwick to develop and file a complete and competitive application, submitted on or before the announced deadline. Choice Words will provide worklogs upon request. This includes:

- a) Meeting with Town staff and stakeholders to discuss plans and gather background information.
- b) Taking a walking tour of the proposed project area with town officials and/or staff.
- c) Facilitating a public meeting and/or survey if community engagement is deemed necessary for the proposal.
- d) Preparing drafts and lists of needed information in a timely, consistent, and clear manner.
- e) Meeting regularly (virtually) as needed with the grant writer and staff.
- f) Editing drafts and providing clear feedback on why certain items are included or excluded.
- g) Presenting a final draft well before the deadline.
- h) Ensuring that the submission is properly formatted and complete.
- i) Submitting the NY Forward application.
- j) If requested by the State, assisting in the creation of a presentation about the proposal and ensuring it is submitted on time.
- k) Attending the presentation if deemed necessary.

Below, we outline the Village's responsibilities:

- a) Designate a primary liaison to act as the main point of contact with Choice Words.
- b) Schedule and conduct an initial meeting with Choice Words well before the grant deadline.
- c) Provide all relevant background information, maps, census data, demographic information, etc., to Choice Words in a timely manner.
- d) Respond promptly and thoroughly to Choice Words' requests for clarification, additional information, or follow-up.
- e) Review and provide feedback on drafts within one week (5 business days).
- f) Attend virtual meetings with Choice Words as reasonably requested by either party.

COMPENSATION

Choice Words would accomplish this work for the flat fee of \$12,000. Choice Words will bill an initial invoice of \$6,000 upon the execution of a signed agreement, with the remaining balance of \$6,000 payable upon submission of the application.



August 7, 2024

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

Re:

2024 NY Forward Revitalization Initiative Grant Application Preparation Services

Subj:

Proposal for Professional Services

File:

P710.2508

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to present this proposal to the Village of Warwick for the provision of grant application preparation services in support of the Village of Warwick NY Forward application targeting the 2024 application round. Applications are to be submitted online and are due by 4:00 PM on October 18, 2024.

Project Understanding

It is understood that B&L will prepare the document as well as supporting analysis and graphics to maximize chances of funding – taking input from the Village of Warwick on on-going development proposals and previously completed studies. The Village updated its Comprehensive Plan in 2022 which will serve as a basis for downtown revitalization proposed in the NY Forward application.

Scope of Services

B&L will assist the Village of Warwick in the preparation of a submission package for the 2024 NY Forward Program as outlined below.

- 1. Coordinate and prepare the Draft Letter of Intent form for the NY Forward program, including accompanying maps showing the target area boundaries, as well as planned project locations in support of narrative.
- Review existing plans and studies (not prepared by B&L) to document / summarize public
 engagement programs and letters of support used to develop projects envisioned for NY
 Forward funding, as well as stakeholder engagement with private property/building owners
 and/or investors. Consult with affected / involved property owners recommended for building
 improvements or redevelopment scenarios.
- 3. Facilitate / Attend an Application Kick-Off Workshop with the Local Planning Committee (LPC), comprised of 5 to 10 community leaders and stakeholders to discuss the application process, schedule, and planned content, and to develop a Draft Vision Statement, and Public Engagement program specific to the application and consistent with the goals/vision of the Mid-Hudson Regional Economic Development Council (MHREDC). Identify desired letters of support and contacts. Conduct site visits as necessary to obtain additional information and photos.



Michael J. Newhard, Mayor Village of Warwick August 7, 2024 Page 2

- 4. Public Engagement: A minimum of (1) Public Meeting is required in support of the final DRI / NY Forward application; a public survey and/or website is also suggested to enhance public input in the application's projects. We will develop an on-line Public Engagement / Survey website specifically for the application process using Survey Monkey and will administer the site. Prepare for and attend one (1) in-person Joint Public Informational meeting to be coordinated with a Village of Warwick Board meeting. It is assumed two (2) Planning/Landscape Architecture staff will attend a two (2) hour meeting.
- 5. Prepare the Draft application of no more than 20 pages, consisting of the following narrative sections and supporting graphics, photos and maps:
 - a. Cover Page
 - b. Geographic Area and Justification
 - c. Vision Statement
 - d. Past Investment and Future Potential
 - e. Recent and Impending Job Growth
 - f. Quality of Life
 - g. Supportive Local Policies
 - h. Public Support
 - i. Transformative Project Opportunities
 - j. Administrative Capacity
 - k. Stakeholder, Organizational and Local Leaders Support

Provide the Draft application to the LPC for review and comment.

Facilitate / Attend virtual Workshop No. 2 with the LPC to review comments. Address LPC
comments in the final NY Forward application, and email to the LPC for its final review/approval.
Address any final comments, and email the LPC the final application, PDF file to be no larger
than 30 MB in size.

It is assumed that professional services associated with interview preparation, should one be requested by the MHREDC or Empire State Development (ESD), will be covered under a separate proposal which will be provided at that time.

B&L will coordinate with staff at the Village of Warwick to arrange and promote stakeholder and public engagement events, but will rely on local staff to help get the word out.

Michael J. Newhard, Mayor Village of Warwick August 7, 2024 Page 3

Fee Proposal

B&L proposes to complete the Scope of Service in accordance with our attached terms and conditions for a fee of **Twenty-five Thousand Dollars (\$25,000)** billed on a time and expense basis with invoices prepared on a monthly basis for services rendered.

Our Scope of Service is predicated on preparing and submitting an application on behalf of the Village of Warwick, as noted above, and attendance at one Public Informational Meeting and two Workshops. If additional services beyond this scope are required, we would respectfully request an amendment at that time for additional services. Our services can commence upon receipt of authorization from the Village Board. Following your review and concurrence with this proposal, we have provided for countersignature approval below.

It should also be mentioned that grant funding is not guaranteed and that successful applicants under the NY Forward program often take multiple submissions to meet the threshold scoring for funding.

We trust that you will find this proposal acceptable and look forward to working with you on a 2024 NY Forward submission. Please do not hesitate to call Bob Murphy (rmurphy@bartonandloguidice.com) or me if you have any questions. We greatly appreciate the opportunity to be of continued service to the Village.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

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

Robert J. Murphy, Jr., AICP Managing Community Planner

DHF/rjm

Encl. Standard Terms & Conditions 2024 Standard Billing Rates

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Village of Warwick ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Michael J. Newhard, Mayor

Village of Warwick

Date

STANDARD TERMS AND CONDITIONS for PROFESSIONAL CONSULTANT SERVICES provided by BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

- A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.
- C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.
- D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.
- G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner. (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 780-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.
- j. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.
- K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall farmish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Barton & Loguidice Billing Rates for Calendar Year 2024

Travel by passenger vehicle
Overnight travel & subsistence
Telephone, postage, delivery, etc.
In-house printing
Field equipment & expendables
Unmanned Aircraft Systems (UAS) equipment
Outside services including lab services & printing

IRS standard mileage rate (exclusive of operator time)

At cost
At cost
Unit rate schedule for printed material
Unit rate schedule
\$300/day (exclusive of operator time)
Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	295.00
Senior Vice President	Executive Manager	P12	295.00
Vice President	Manager V	P11	260.00
Senior Associate	Manager IV	P10	230.00
Associate	Manager III	P9	215.00
Senior Managing Community Planner	Manager I	P7	195.00
Senior Managing Engineer	Manager II	P8	205.00
Senior Managing Hydrogeologist	Manager III	P9	215.00
Senior Managing Industrial Hygienist	Manager I	P7	195.00
Senior Managing Landscape Architect	Professional VI	Р6	180.00
Senior Managing Transportation Planner	Manager II	P8	205.00
Senior Consultant	Manager V	P11	260.00
Chief Engineer	Manager II	Р8	205.00
Senior Project Manager	Manager II	Р8	205.00
Senior Construction Manager	Professional VI	Р6	180.00
Managing Community Planner	Professional IV	P4	146.00
Managing Engineer	Professional VI	Р6	180.00
Managing Environmental Scientist	Manager I	P7	195.00
Managing Hydrogeologist	Professional VI	P6	180.00
Managing Landscape Architect	Professional V	P5	162.00
Consultant	Manager I	P7	195.00
Lead Asset Management Specialist	Manager IV	P10	230.00
Lead Engineer	Professional VI	P6	180.00
Lead Environmental Scientist	Professional VI	P6	180.00
Lead Landscape Architect	Professional IV	P4	146.00
Project Manager	Professional VI	P6	180.00
Construction Manager	Professional IV	P4	146.00
Senior Project Architect	Professional V	P5	162.00
Senior Project Asset Management Specialist	Professional VI	Р6	180.00
Senior Project Engineer	Professional V	P5	162.00
Senior Project Hydrogeologist	Professional IV	P4	146.00



Barton & Loguidice Billing Rates for Calendar Year 2024

Travel by passenger vehicle
Overnight travel & subsistence
Telephone, postage, delivery, etc.
In-house printing
Field equipment & expendables
Unmanned Aircraft Systems (UAS) equipment
Outside services including lab services & printing

IRS standard mileage rate (exclusive of operator time)
At cost
At cost
Unit rate schedule for printed material
Unit rate schedule
\$300/day (exclusive of operator time)
Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Project Industrial Hygienist	Professional III	Р3	134.00
Senior Staff Asset Management Specialist	Manager I	P7	195.00
Senior Staff Engineer	Professional V	P5	162.00
Senior Staff Environmental Scientist	Professional III	Р3	134.00
Senior Staff Field Scientist	Professional III	Р3	134.00
Senior Staff Hydrogeologist	Professional IV	P4	146.00
Project Architect	Professional IV	P4	146.00
Project Community Planner	Professional II	P2	120.00
Project Engineer	Professional IV	P4	146.00
Project Environmental Scientist	Professional III	Р3	134.00
Project Landscape Architect	Professional III	Р3	134.00
Staff Asset Management Specialist	Manager I	P 7	195.00
Staff Engineer	Professional IV	P4	146.00
Staff Environmental Scientist	Professional II	P2	120.00
Staff Hydrogeologist	Professional II	P2	120.00
Staff Industrial Hygienist	Professional II	P2	120.00
Staff Intern Architect	Professional III	Р3	134.00
Engineer II	Professional III	Р3	134.00
Environmental Scientist II	Professional I	P1	104.00
Intern Architect II	Professional II	P2	120.00
Assistant Landscape Architect I	Professional II	P2	120.00
Community Planner I	Professional I	P1	104.00
Engineer I	Professional II	P2	120.00
Environmental Scientist I	Technician II	T2	95.00
Hydrogeologist I	Technician II	T2	95.00
Industrial Hygienist I	Technician I	T1	83.00
Architectural Designer II	Technician III	T3	111.00
-	Technician VI	T6	152.00
	Technician II	T2	95.00
Engineering Designer I	Technician IV	T4	124.00
Senior Engineering Technician	Technician V	T5	136.00
Engineer II Environmental Scientist II Intern Architect II Assistant Landscape Architect I Community Planner I Engineer I Environmental Scientist I Hydrogeologist I Industrial Hygienist I Architectural Designer II Engineering Designer II Engineering Designer I	Professional III Professional I Professional II Professional II Professional II Professional II Technician II Technician II Technician III	P3 P1 P2 P2 P1 P2 T2 T2 T1 T3 T6 T2 T4	134.00 104.00 120.00 120.00 104.00 120.00 95.00 95.00 111.00 152.00 95.00 124.00



Barton & Loguidice Billing Rates for Calendar Year 2024

Travel by passenger vehicle
Overnight travel & subsistence
Telephone, postage, delivery, etc.
In-house printing
Field equipment & expendables
Unmanned Aircraft Systems (UAS) equipment
Outside services including lab services & printing

IRS standard mileage rate (exclusive of operator time)

At cost
At cost
Unit rate schedule for printed material
Unit rate schedule
\$300/day (exclusive of operator time)
Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Title	Billing Code	Billing Rate
Senior Environmental Technician	Technician I	T1	83.00
Engineering Technician	Technician III	T3	111.00
Environmental Technician	Technician II	T2	95.00
Resident Engineer	Construction IV	C4	140.00
Senior Inspector	Construction III	C3	128.00
Inspector	Construction II	C2	120.00
Senior Project Accountant	Technical Assistant II	TA2	95.00
Project Accountant	Technical Assistant I	TA1	80.00
Senior Marketing Specialist	Technical Assistant II	TA2	95.00
Senior Communications Specialist	Technician III	T3	111.00
UAS Operator	Technician III	T3	111.00
Marketing Specialist	Technical Assistant I	TA1	80.00
Communications Specialist	Technician III	T3	111.00
Engineering Aide	Technical Assistant III	TA3	112.00
Office Administrator	Technical Assistant I	TA1	80.00
Senior Group Technical Assistant	Technical Assistant II	TA2	95.00
Office Assistant	Technical Assistant I	TA1	80.00
Group Technical Assistant	Technical Assistant I	TA1	80.00
Intern - Technical	Technician I	T1	83.00

§ 135-16. All-night parking; South Street Parking Lot daytime limitation.

- A. The parking of vehicles is hereby prohibited on all highways within the Village between the hours of 2:00 a.m. and 6:00 a.m. from November 1 until April 1 of the following year.
- B. Parking between the hours of 2:00 a.m. and 6:00 a.m. shall be permitted on all highways within the Village unless otherwise prohibited within this article during the time period from April 1 until November 1.
- C. There shall be no parking allowed in the South Street Parking Lot between the hours of 6:00 a.m. until 3:00 p.m. on Sunday from May 1 until November 30 of each year. Any car located in the South Street Parking Lot during those prohibited times will be towed at the owner's expense, as well as subject the owner to a violation of local law, punishable in accordance with fine provisions of Village of Warwick Schedule of Fees.



Montgomery Office:

71 Clinton Street Montgomery, NY 12549 Goshen Office: 262 Greenwich Ave, Ste B

Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

August 28, 2024

Village of Warwick Board of Trustees 77 Main Street Warwick, NY 10990

ATTN: Mayor Michael Newhard

RE: W.O. #

W.O. # 2068.01

ELITE STRATEGIES/HAMILTON - 10 CLINTON AVE. EXT.

SECTION 52, BLOCK 1, LOTS 9 & 10.2

REQUEST FOR OUTSIDE SEWER CONNECTION

Dear Mayor Newhard and Trustees:

Etta Hamilton is the owner of the former Parkin properties at the end of Clinton Avenue Extension, which are in the Town but border the Village. She and Jonathan Hamilton's business, Elite Strategies, LLC, is currently before the Town Planning Board for site plan review to remodel the interior and exterior of the building, and repurpose it as a preschool and special needs school.

The building has been an outside water user of the Village's municipal water service, which the owners intend to continue, as previously discussed with the Water Department. There is an existing septic system, but it is of unknown capacity or design. The owners request that the building be allowed to connect to the Village's sanitary sewer system as an outside user, and have submitted an application to the Village Building Department for this.

Special needs educational resources are needed in Warwick, with some students currently being bused far away. The preschool will be located next to the Village, a benefit to Village residents.

A sewer design flow for the proposed use, which will fit within the existing building footprint, has been calculated at 1,280 gallons/day¹. This property is not conducive to the installation of a new septic system of that size, but there are existing Village sewer manholes in Clinton Avenue Extension which it is feasible to connect to. Enclosed are plans with proposed construction details.

We ask that this sewer connection request be placed on your next available agenda. If you have any additional questions and/or comments, please don't hesitate to contact this office.

Sincerely,

Engineering & Surveying Properties, PC

Project Engineer

cc: Etta & Jonathan Hamilton, Elite Strategies LLC file

¹ per table B-3 of the "New York State Design Standards for Intermediate Sized Wastewater Treatment Systems", 2014



WARWICK VALLEY CHAMBER OF COMMERCE INC.

25 SOUTH STREET • WARWICK, NY 10990 PHONE: 845-986-2720 • FAX: 845-986-6982

WEB ADDRESS: www.warwickcc.org • E-mail: info@warwickcc.org

RECEIVED

August 28th, 2024

Mayor Newhard
Village of Warwick Trustees
77 Main Street
Warwick, NY

AUG 28 2024

VILLAGE OF WARWICK CLERK'S OFFICE

Dear Mayor Newhard and Trustees:

As summer turns to fall we are excited to be able to present more events to support our local businesses and organizations.

On behalf of the Warwick Merchants Collective (a.k.a. the Warwick Merchants Guild), the Warwick Valley Chamber of Commerce would like to request the use of Railroad Green on October 24th from 4 p.m. to 8 p.m. for our 2nd annual Witches Night Out event.

We would like to use the green to have some of our members have tables to share their businesses with attendees.

Please do not hesitate to reach out to me with any further questions. The Warwick Merchants Collective and the chamber appreciate your unwavering support of our endeavors to support our local everything.

Best,

Stefanie Keegan Craver Executive Director Warwick Valley Chamber of Commerce 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

<u>Facility Use Request Form</u> <u>For Gatherings of Less Than 200 People</u>

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

Date Request Submitted. August 28th, 2024
Title of Event: Warwick Merchants Collective "Witches Night Out"
Purpose of Event: To encourage local spending at village stores by offering raffles and discounts
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 st 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: 8/22/24 Rain Date Requested: none
Arrival Time: 3 p.m. Event End Time: 8 p.m.
Arrival Time: 3 p.m. Event End Time: 8 p.m. SECTION 3: APPLICANT INFORMATION
SECTION 3: APPLICANT INFORMATION
SECTION 3: APPLICANT INFORMATION Check one: Mon-Profit Organization Commercial/Business Organization Family

Mailing Address of Responsible Party:_7 Grand Street Warwick NY 10990		
Email Address: info@WarwickCC.org Cell Phone: 347 432 9017		
Proof of Town of Warwick Residency of Responsible Party: □ Driver's I	icense	□ Utility Bill
Name of Organization (if Applicable): Warwick Valley Chamber of Commerce		ick Merchants
Collective		, \
Name of Organization's Director(s)/Officer(s): Stefanie Keegan Craver		
Organization's Phone:845-986-2720 Email Address: info@WarwickCC.org		
Mailing Address of Organization: 7 Grand Street Warwick NY 10990		
Physical Address of Organization:		
SECTION 4: EVENT INFORMATION		
Maximum Number of People Intended at the Event: 150		
* If greater than 200 people, at any given time DO NOT complete this form. See instructions.		
# of Adults: # of People Under 18:		
Expected Number of Vehicles Intended at the Event:		
Please explain the parking plan for the event: Shoppers will use municipal lots an	nd publi	c parking
WILL YOUR EVENT INCLUDE:	CHEC	K YES OR NO
Greater than 200 people at any given time If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE	Yes	NoX
Music / Loudspeakers / Sound System If yes, explain: Possibly having a DJ on the green to encourage visitors Location of	Yes	X No
Music/Loud Speakers/ Sounds System:Side of Railroad Green closer to Main Street		
Parade, walk, road race, etc. Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.	Yes	No_X
Tent(s) Include a map detailing the placement of the tent(s). Date & time tent will be set up:	Yes_	NoX
Date & time tent will be removed:		

RVs, Campers, Food Trucks, etc. If yes, explain:	Yes No_X
Admission Fee to Be Charged If yes, please list the admission fee:	Yes NoX
Alcohol Host Liquor Liability Insurance is required.	YesNoX_
Food will be served or sold If yes, explain the method of food distribution and disposal of trash:	Yes No_X
*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.	-
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: Additional contract(s) and/or insurance is required.	Yes No_X
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes No_X
Other Please explain:	YesNo_X
SPECIAL REQUESTS:	CHECK YES OR NO
Road Closure List road(s): and Closed between the hours of and Number of 'No Parking' meter bags requested, if applicable:	Yes NoX
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of TablesNo. of Chairs	Yes No_X
Use of Electricity	YesX_ No
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	Yes No_X
Use of Memorial Park Pavilion Lights	Yes NoX

Use of Village of Warwick Restrooms Memorial Park and Stanley Deming Park only.	Yes	NoX
Other Please explain:	Yes	NoX
SECTION 5: FEES/SECURITY DEPOSIT Fees and Security Deposit are Due Upon Application / Checks payable to: The Vil	lage of Warw	ick
	day or \$30	00 per season
FOTAL FEES: \$ (excluding security deposit)	•	•
SECTION 6: INDEMNITY & HOLD HARMLESS		
The undersigned is over 21 years of age and has read this form and attached comply with them. He/she agrees to be responsible to the Village of Warwich facilities. He/she, on behalf of The Warwick Valley Chamber of Commodilective does hereby covenant and agree to defend, indemnify and hold he Warwick from and against any and all liability, loss, damages, claims, or actatroneys' fees) for bodily injury and/or property damage, to the extent permout of or in connection with the actual or proposed use of Village's property by The Warwick Valley Chamber of Commerce, Merchants Collectiv. Stefanie Keegan Craver Printed Name of Applicant/Responsible Party	ick for the us nerce, Merch armless the stions (includentissible by la	se and care of ants Village of ling costs and aw, arising
Stefanie Keegan Signature of Applicant/Responsible Party		
Signature of Applicant/Responsible Party		
8/28/24 Date		
Clerk Use Only: Security Deposit Check # 1003 Certificate of Insurance Hose Received NA Park Map(s) Police Dept		

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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Stefanie Keegan Printed Name of Applicant/Responsible Party	Signature of Applicant/Responsible Party
Date8/28/24	
	40 D -

SCOPE OF SERVICES

Millennium Strategies will prepare and submit a grant application, through the NYS Regional Economic Development Council – NY Forward Grant Program, on behalf of the Village of Warwick. Services to be rendered by Millennium in support of this are as follows.

- Conference calls and/or virtual meetings with various project stakeholders.
- Research and data collection associated with the application and project.
- Coordination with project administrators, department heads, staff, and other professionals as necessary.
- Preparation of applicable application components (i.e. narratives, resolutions, letters of support, etc.).
- Packaging and submission of application.

The Village agrees to make key and informed personnel available for Millennium's information requests. Grant applications require timely submittals and support documentation. Millennium shall not be responsible for missing deadlines due to non-response or untimely response by the Village.

FEE SCHEDULE

Millennium Strategies will provide our Scope of Services as outlined, and described above, for a flat consulting fee of \$5,400.00. Our consulting fee is inclusive of all expenses and costs associated with the performance and completion of Scope of Services. All fees are non-refundable as paid and are not contingent upon the successful award of grant funding.

TERM

Services shall commence on August 20, 2024. An invoice for services rendered shall be submitted by Millennium to the Village following the completion of services. The Village reserves the right to terminate services at any time for any reason by providing written notice to Millenium. Upon receipt of such notice, Millennium shall provide the Village with a pro-rated invoice for services rendered prior to the receipt of such termination notice. Millennium shall also provide any application components and other materials completed or in progress as of the date of such notice of termination.

CONCLUSION

Thank you again for considering Millennium Strategies. We look forward to the opportunity to be of service on behalf of the Village of Warwick. Should you have any questions please do not hesitate to contact our team at (201) 230-8545.

Sincerely,

David Jenkins V

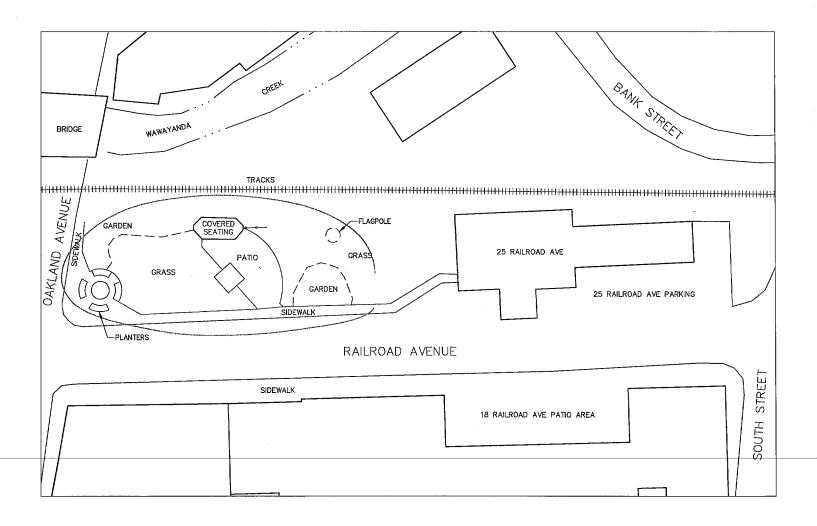
Director of New York Operations

ACKNOLWEDGEMENT, AGREEMENT AND ACCEPTANCE

The Village has reviewed this project agreement submitted by Millennium Strategies. By signing below, the Village further acknowledges, agrees to, and accepts the terms and conditions as presented within this project agreement.

Signature	Name	
Title	Date	-

Project Agreement – Village of Warwick NYS Regional Economic Development Councils – NY Forward Grant Program Page 2 of 2



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

<u>Facility Use Request Form</u> For Gatherings of Less Than 200 People

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

Date Request Submitted: $8/15/2024$
Title of Event: ROTARY LUNCH.
Title of Event: ROTARY LUNCH. Purpose of Event: TO HONOR THE FALLEN DN 9/11/01
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 st Street Lot □ Chase Lot (non-permit only) □ Spring Street Lot □ Wheeler & Spring St. Lot □ Upper CVS Lot □ Lower CVS Lot
Village of Warwick Streets: PARK AVE LANE \$ South ST.
SECTION 2: DATE AND TIME REQUESTED
Date(s) Requested: 9/11/2024 Rain Date Requested: N/A
Arrival Time: 10:00 Am Departure Time: 3:00 PM
Event Start Time: 12:15 PM Event End Time: 1:30 PM
SECTION 3: APPLICANT INFORMATION
Check one: Non-Profit Organization Commercial/Business Organization Family *For-profit activities are prohibited.
Applicant's Name/Responsible Party: <u>DAVID DEMPSTER</u> *Person of responsibility representing the organization must be a Town of Warwick resident.

Mailing Address of Responsible Party: 32 WOODSIDE BR.	WARWI	ick, MY	10990
Email Address: DDEMPSTER 9 (D AOL. COH Cell Phone: 845 -	258-0	0894	
Proof of Town of Warwick Residency of Responsible Party: Driver's	License =	Utility Bill	
Name of Organization (if Applicable): WARWICK VALLEY ROL	PARY C	-LUB	
Name of Organization's Director(s)/Officer(s): DAVID & FATTI	DEMI	OSTER	
Organization's Phone: \$45-258-0894 Email Address: boa	EMPSTE	RACABL	- com
Mailing Address of Organization: P. D. Box 121, WARWIC	w, N	110990	
Physical Address of Oraganization: \sim /A			•
SECTION 4: EVENT INFORMATION			
Maximum Number of People Intended at the Event: 50 * If greater than 200 people, at any given time DO NOT complete this form. See instructions.			
# of Adults: # of People Under 18:			
# of Adults: # of People Under 18: Expected Number of Vehicles Intended at the Event:			
Expected Number of Vehicles Intended at the Event:	LANE		
Expected Number of Vehicles Intended at the Event:	LANE RK Lu	E, ANE	-
		E 4we Yes or no	
Expected Number of Vehicles Intended at the Event:	СНЕСК	•	
Expected Number of Vehicles Intended at the Event:	CHECK Yes	YES OR NO	
Expected Number of Vehicles Intended at the Event:	CHECK Yes	YES OR NO	
Expected Number of Vehicles Intended at the Event:	CHECK Yes	YES OR NO No_X	

RVs, Campers, Food Trucks, etc. If yes, explain:	Yes No_X
Admission Fee to Be Charged If yes, please list the admission fee:	Yes No
Alcohol Host Liquor Liability Insurance is required.	Yes No_ X
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: ACKED LUNCH; WE WILL CLEAN UP *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.	Yes X No
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: Additional contract(s) and/or insurance is required.	Yes NoX
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	YesNo_¥
Other Please explain:	YesNo
SPECIAL REQUESTS:	CHECK YES OR NO
Road Closure List road(s): Closed between the hours of and Number of 'No Parking' meter bags requested, if applicable:	YesNo
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables No. of Chairs	Yes No_×
Use of Electricity	YesNo_X
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	YesNo_X
Use of Memorial Park Pavilion Lights	Yes No

Use of Village of Warwick Restrooms Memorial Park and Stanley Deming Park only.	Yes_ × No_	
Other Please explain:	Yes No_	\times
SECTION 5: FEES/SECURITY DEPOSIT Fees and Security Deposit are Due Upon Application / Checks po	ogwahla to: The Village of Warwick	
\$200 Security Deposit - (Must be a Separate Payment)	ayubic io. The village of trut wich	
□ Memorial Park Football/Over 35 Field Lights (circle one)) - \$10 per day or \$300 per seaso	on
TOTAL FEES: \$ 200.50 (excluding s	security deposit)	
SECTION 6: INDEMNITY & HOLD HARMLESS		
The undersigned is over 21 years of age and has read this for comply with them. He/she agrees to be responsible to the V the facilities. He/she, on behalf of WARWICK VALEY REP. hereby covenant and agree to defend, indemnify and hold he against any and all liability, loss, damages, claims, or action bodily injury and/or property damage, to the extent permiss with the actual or proposed use of Village's property, facility ARWICK VALLEY ROTARY CLUB (Name	Village of Warwick for the use and can be the Marwick for the use and can be the Marwick for the use and can be the Marwick from the first the Village of Warwick from the marwick from the sible by law, arising out of or in connection and/or services by	are of s n and es) for
Printed Name of Applicant/Responsible Party		
Signature of Applicant/Responsible Party		
8/15/24 Date		
Clerk Use Only: Security Deposit Check #_2776 Certificate Fees Received_NA Park Map(s) Facility Use CalendarParade Calenda	e of Insurance Host Liquor Liability Notice Dept. Approval (if applicable) TO	Pru

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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

Date 8/14/24

Goodwill Hook and Ladder Co. No. 1



P.O. Box 104 Warwick, New York 10990

Village of Warwick

77 Main Street

Warwick, New York 10990

July 17, 2024

RECEIVED

AUG 2 7 2024

VILLAGE OF WARWICK CLERK'S OFFICE

Dear Mayor and Board of Trustees,

The Goodwill Hook & Ladder Company would like to hold a picnic at Veterans Memorial Park on October 12, 2024, from 11:00 am to 10:00 pm using the pavilion and surrounding area for activities. We plan on 80 adults and 20 children.

We are requesting the use of the tables and chairs in the shed, electricity and the bathrooms.

There are no water slides or bouncy houses.

Beer and wine will be served to those over 21. The Certificate of Insurance including Host Ligior Liability is attached.

Thank you very much for your consideration. Please let me know if you have any questions.

Regards,

Bill Lindberg

Treasurer

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

<u>Facility Use Request Form</u> For Gatherings of Less Than 200 People

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

Date Request Submitted: 8/27/24
Title of Event: Goodwill Hook & Ladder Vicnic
Date Request Submitted: 8/27/24 Title of Event: Goodwill Hook + Ladder Picnic Purpose of Event: annual Party for membrs + families
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 st 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: 10-12-24 Rain Date Requested: none
Arrival Time: 11:00 a Departure Time: 10:00 p
Event Start Time: 12:00 Event End Time: 0:00 P
SECTION 3: APPLICANT INFORMATION
Check one: Non-Profit Organization □ Commercial/Business Organization □ Family *For-profit activities are prohibited.
Applicant's Name/Responsible Party: William Lind berg *Person of responsibility representing the organization must be a Town of Warwick resident.

Mailing Address of Responsible Party: 4 Linden Vlace	,
Email Address: [Indberg652egmail: Cell Phone: 845	-652-0633
Proof of Town of Warwick Residency of Responsible Party: Priver's L	
Name of Organization (if Applicable): Goodwill Hook + Hook	oden
Name of Organization's Director(s)/Officer(s): Orpsident Tor	n Gove
Organization's Phone: Email Address:	1 017 . 200
Mailing Address of Organization: Po Bo+ 104 Warwi	CK 10 1 10990
Physical Address of Oraganization: 25 Church St Ext	
SECTION 4: EVENT INFORMATION	
Maximum Number of People Intended at the Event: * If greater than 200 people, at any given time DO NOT complete this form. See instructions. # of Adults: # of People Under 18:	
Expected Number of Vehicles Intended at the Event:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Please explain the parking plan for the event: pork m grass a	parking lot
WILL YOUR EVENT INCLUDE:	CHECK YES OR NO
Greater than 200 people at any given time If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE	Yes No_ <u> </u>
Music Loudspeakers / Sound System If yes, explain:	Yes
Location of Music/Loud Speakers/Sounds System: QAULLION	
Parade, walk, road race, etc. Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.	Yes No
Tent(s) Include a map detailing the placement of the tent(s). Date & time tent will be set up: Date & time tent will be removed:	YesNo_X

RVs, Campers, Food Trucks, etc. If yes, explain:	Yes NoX
Admission Fee to Be Charged If yes, please list the admission fee:	YesNo_
Alcohol Host Liquor Liability Insurance is required.	Yes_X_ No
Food will be served or sold If yes, explain the method of food distribution and disposal of trash:	Yes_X_ No
*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.	
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: Additional contract(s) and/or insurance is required.	YesNo_X
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes No_X
Other Please explain:	Yes No
SPECIAL REQUESTS:	CHECK YES OR NO
Road Closure List road(s):	YesNo_X_
Closed between the hours of and Number of 'No Parking' meter bags requested, if applicable:	
Use of Village-owned tables and chairs Existing Picnic 445/95 Veterans Memorial Park Pavilion Only. No. of Tables 10 No. of Chairs 100	Yes_ & No
Use of Electricity	Yes_X_ No
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	Yes No
Use of Memorial Park Pavilion Lights	Yes No

Use of Village of Warwick Restrooms Memorial Park and Stanley Deming Park only.	Yes X No
Other Please explain:	Yes No
ECTION 5: FEES/SECURITY DEPOSIT Tees and Security Deposit are Due Upon Application / Checks payable to: The Vi	illage of Warwick
\$200 Security Deposit - (Must be a Separate Payment)	
Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per da	•
TOTAL FEES: \$ 200. W (excluding security deposit	t)
SECTION 6: INDEMNITY & HOLD HARMLESS	
omply with them. He/she agrees to be responsible to the Village of Warw ne facilities. He/she, on behalf of Good will took - and Name ereby covenant and agree to defend, indemnify and hold harmless the Vilgainst any and all liability, loss, damages, claims, or actions (including coodily injury and/or property damage, to the extent permissible by law, ari with the actual or proposed use of Village's property, facilities and/or serv Good Will Took > Lado (Name Organization).	of Organization) does llage of Warwick from and osts and attorneys' fees) for ising out of or in connection
William Lindberg	
Printed Name of Applicant/Responsible Party	
Signature of Applicant/Responsible Party	
7-19-24	
Date '	
Clerk Use Only: Security Deposit Check # 1841 Certificate of Insurance V Host Fees Received NA Park Map(s) Police Dept. Approv	t Liquor Liability ✓ al (if applicable) 🚜

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

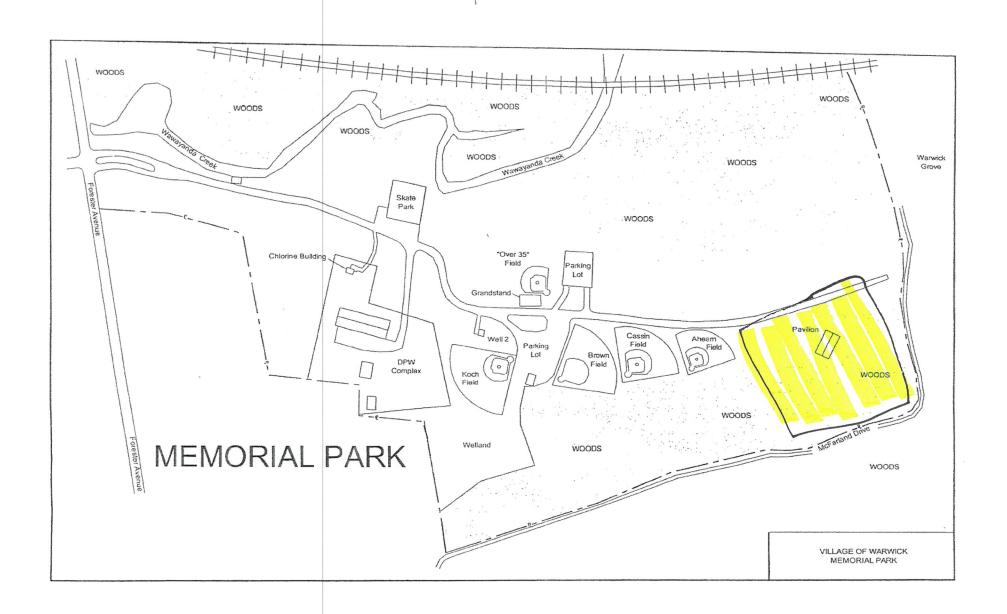
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- 25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

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I have read and understand the Facilities Use Requirements:

George Schick	
Printed Name of Applicant/Responsible Party	Signature of Applicant/Responsible Party
Date	



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



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

Building and Planning Department

Escrow Release Request for Balance of Funds

August 16, 2024

Requested Payee- Amy & David Sliter 18 Galloway Rd. Warwick, NY 10990

Re: Variance Approval and Site Plan - Approved

Total Balance: \$2,820.42 Planning Board Escrow Balance \$1,872.00 ZBA Escrow balance \$948.42

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Best regards,

Kristin Bialosky

Planning Board Secretary