

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
AUGUST 7, 2023  
AGENDA**

**LOCATION:  
VILLAGE HALL  
77 MAIN STREET, WARWICK, NY**

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

1. Introduction by Mayor Newhard.
2. 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 \_\_\_\_

**Discussion**

1. 100 Main Street, Warwick, NY Agreement for Repayment of Water and Sewer Charges.
2. Village of Warwick Newsletter- final proofing and approval.
3. Village of Warwick Podcast proposal.

**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 Employee, Art Wendel, 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 authorize the Mayor to enter into an Agreement for Repayment of Water and Sewer Charges with the property owner at 100 Main Street, Warwick, NY in the amount of \$2,921.80 (\$1,639.78 for water & \$1,282.02 for sewer) to be paid in 4 quarterly installments and authorize the Mayor to sign the same.

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 enter into a Service Agreement with Gallego Information Services to conduct a Records Inventory and Planning project for the Offices of the Village Clerk & Village Treasurer at a total cost of \$15,000 and authorize the Mayor to sign the same, per the recommendation of Village Clerk/Records Management Officer, Raina Abramson. Funds are appropriated in budget code A 1410-4950 in the 2023-24 budget. Project to begin following receipt of a final approval notice from SED's Grants Finance Unit when the 2023-24 NYS Archives Local Government Records Management Improvement Fund grant award has been processed and approved for payment.

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 Excelsior House Co. No 1 exclusive use of Veterans Memorial Park for an engine wetdown event on Saturday, August 19, 2023, from 1:00 p.m. to 4:00 p.m. with setup to begin at 10:00 a.m. and breakdown to be completed by 6:00 p.m. Request includes use of the pavilion, alcohol, electricity, restrooms, and use of a sound system. Completed park permit, insurance, and Host Liquor Liability have been received. The event is in coordination with other organizations that regularly use the park for practices and games.

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

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

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

#### **Trustee McKnight's Motions**

5. **MOTION** to return the Village Board escrow balance of \$1,112.75 to Bo Kennedy for the Forester Avenue Apartment project. All invoices have been paid as per the email from the Village Attorney, Stephen Gaba and Village Engineer, David Getz.

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**

# 100 Hospitality Group LLC

100, MAIN STREET, WARWICK NY 10990

To whom it may concern,


100 Main Mediterranean Kitchen and Wine Bar experienced a water pipe leak in our basement during the month of June and therefore had excessive water use at that time. We have since had the necessary repairs for the leak so the water usage will resume to normal. Since we are a historically older building in Warwick we are hoping that the problem has been solved but also know that because of the age of the property issues arise.

Our average bill is about \$500 per month and our sewer bill is about \$400. During the leak our bill jumped to more than \$2180 for water and \$1701.96 for sewer. Since this was solely a water break issue, we are requesting that the sewer portion be expunged from our bill since there was no increase in use of that service provided by the Village of Warwick and we had all the water absorbed into the dirt in our basement.

We have made a payment toward our account balance of \$1180.34 since the June billing in hopes of decreasing this bill. The remaining balance will be paid in two installments of \$500.00 by the end of the year. 100 Main is entering into a payment plan with the Village in attempts to pay off this debt as soon as possible. However, we would like to ask the board to please review this abnormal usage and remove the sewer portion of the bill from June outside of our normal use. We are told this matter will be reviewed by the board and would like to know the meeting date so we can address any, and all, questions with regard to this matter and provide additional insight.

Please advise us of the date of the meeting so we can plan to attend. We look forward to a long relationship as a small business in the Village of Warwick.

Thank you,

  
STEFANO SALVEMINI  
MANAGING PARTNER

RECEIVED

JUL 21 2023

VILLAGE OF WARWICK  
CLERK

Account #424600-0

100 Main Street

207-3-11

Book 20/Cycle 2

2 Quarterly Payments

1 Year Plan/ 4 Quarterly Payments

2 Year Plan/8 Quarterly Payments

9/15/2023 Period 3 of 2023 -

9/15/2023 Period 3 of 2023 - 6/15/2024

9/15/2023 Period 3 of 2023 -

TOTAL DUE

12/15/2025 Period 4 of 2023

Period 2 of 2024

6/15/2025

As of 8/2/2023 Total W/S Due	\$2,921.80	\$1,460.90	\$730.45	\$365.23
Total Balance of Water	1639.78	\$819.89	\$409.95	\$204.97
Total Balance of Sewer	1282.02	\$641.01	\$320.51	\$160.25

**AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES  
BETWEEN THE VILLAGE OF WARWICK AND THE  
PROPERTY OWNER AT 100 MAIN STREET, WARWICK, NY**

Account #424600-0  
BILLING CYCLE 2

This Agreement made the \_\_\_\_ day of August 2023 by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (the "Village") and \_\_\_\_\_, with an address at 100 Main Street, Warwick, New York (the "Property Owner").

WHEREAS the Property Owner is the owner of real property located at 100 Main Street, Warwick New York 10990, being also designated as Section 207, Block 3, Lot 11 on the tax map of the Village of Warwick, County of Orange, State of New York (hereinafter the "Property") which receives municipal central water and sewer service from the Village of Warwick; and

WHEREAS, as of the date hereof, the Property Owner owes \$2,921.80 in municipal central water and sewer service charges; and

WHEREAS, the Property Owner has claimed a related hardship in regard to the said charges, and wishes to enter into an agreement for repayment of water and sewer charges.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Property Owner acknowledges that the entire amount of \$2,921.80 is currently due and payable; and
2. The Property Owner agrees to pay the said in **quarterly installments of \$730.45** and the Village agrees to accept such payments in full satisfaction of the outstanding bill. The Property Owner acknowledges that the agreement for installment payments is a grace period only for outstanding payments, and that the Property Owner must keep current on all future water and sewer bills while making installment payments.
3. It is agreed between the Village and the Property Owner that the Property Owner may pay the entire amount due hereunder at any time, and thereby discharge its liability for such payments. Provided, however, that no partial payments shall be accepted by the Village; and payments must be made by the Property Owner either in the quarterly payments prescribed hereunder or in tender of the entire amount due hereunder.
4. In order to accept the said repayment installments, the Village shall establish an installment plan on the existing account with a quarterly sewer installment of \$320.51 and water installment of \$409.95 for the payment of the \$2,921.80 bill. Ongoing water and sewer charges will continue to be billed from the Property Owner's existing account as well.
5. The Property Owner shall pay the sum of **\$730.45** (constituting the sewer installment of \$320.51 and the water installment of \$409.95) to the Village each quarter in

addition to such bill for current water and sewer usage as may be due. **The first payment shall be deemed due on September 15, 2023** and must be submitted by the Property Owner upon the execution of this Agreement. Subsequent payments shall be billed on the 15<sup>th</sup> day of the month in the months of March, June, September, and December. Bills will be due by the 15<sup>th</sup> day of the month in the months of April, July, October, and January.

6. The repayment installments shall be subject to all fees and procedures as all water accounts in the Village of Warwick except that any fees or penalties shall only be assessed based on failure to timely make the individual quarterly payment then due or outstanding, not based on the entire balance of the repayment. The fees and procedures shall include, but not be limited to, the following:

- a. A 5% late fee shall be assessed against all payments thirty (30) days past due.
- b. An additional 3% late fee shall be assessed against all payments sixty (60) days past due.
- c. 15 days after the 60-day late fee notice, a shut off notice will be placed on the door of **100 Main Street**.
- d. In the event water service is shut off, a \$100.00 shut off/reconnect fee will be assessed against the account.
- e. 10 days after the shut off notice is sent; water service will be shut off until the balance is paid by cash or bank check including all late fees and other charges associated with the late payment.
- f. The remaining balance will be relieved onto the yearly Village Taxes if not paid.

7. In the event that the Property is sold or title is otherwise transferred or conveyed, the outstanding balance on the account including repayment installments must be paid in full at the time of closing or such transfer or conveyance.

8. **VILLAGE POLICY IF THIS AGREEMENT IS NOT SIGNED AND RETURNED WITHIN THIRTY (30) DAYS.** In the event that the Property Owner fails to return a properly executed copy of this Agreement to the Village Clerk within thirty (30) days after such Agreement was mailed or otherwise provided to the Property Owner, the Property Owner shall be deemed to have irrevocably rejected the Agreement.

THE VILLAGE OF WARWICK

PROPERTY OWNER

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By: Michael Newhard, Mayor

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Property Owner: 100 Main Street

# **VILLAGE OF WARWICK PODCAST**

## **MISSION:**

- To keep village residents informed and connected
- For the village to have its own platform to distribute information, independent from local media
- For the Village government and leaders to be relevant, connected, approachable and accessible
- To build the Village as a brand

## **FORMAT:**

- 20-minute podcast
- Audio only
- Every other week (twice a month, alternate weeks of Village Board Meetings)
- One host, one guest or Two hosts, no guests
- Introduction, Updates, Contact Info, Discussion w/guest, Contact Info, Upcoming meetings/events, Outro

## **DISTRIBUTION**

- Village YouTube Channel (Free)
- Website (Free)
- Spotify/Itunes (Cost)

## **CONTENT**

- Summary of Village meetings
- Updates / Local News
- "Municipal Minute"
- Upcoming events including guest



# **LEGAL**

*Advised by Village Attorney, Stephen Gaba*

## **Theme Music:**

- Original music written, produced, performed and recorded by Village resident, John Collura used with formal letter giving permission and intended use

## **Content:**

### **We can-**

- Express personal opinions

### **We cannot-**

- Present anything as the opinion of the Village as a whole

### **We can-**

- Discuss Village Board discussions and motions

### **We cannot-**

- Talk about anything discussed during executive sessions

It has been advised not to discuss anything coming before the Zoning, Planning or Architectural Review boards, and if necessary, to do so in a way that is not biased and cannot be viewed as coercion.

Suggestion for disclaimer at beginning of show:

**"Opinions expressed here are not the opinions of the Village...."**

# SCRIPT

## **Intro Music** *15 seconds*

## **Host Intro:** *30 seconds*

Hello and Welcome to "Podcast Name," the Village of Warwick's Podcast. Your listening to [Podcast Number and Title]. "Podcast Name" is available on the on the Village's YouTube Channel and website, at [villageofwarwick.org](http://villageofwarwick.org).

The Village of Warwick is located in the lower Hudson Valley in the Town of Warwick in Orange County, N.Y.

(Add from Village Life intro.)

Village Hall is located on 77 Main St. and can be reached at (845) 986-2031. Please visit the village's website at: [villageofwarwick.org](http://villageofwarwick.org).

Today we are joined by [Name of Guest] from [Name of Organizations] to discuss [Topic].

[Name of Guest] thank you for joining us today.  
[If event, say event details here.]

## **Guest Intro:** *1 minute*

## **Host and Guest Q&A** *8 minutes*

## **Break for Municipal Minute** *1 minute*

*Municipal Minute covers meeting schedules, fee due dates, street closures, fire hydrant flushing, parking restrictions, brush pile hours, etc. Followed by Village contact information.*

## **Host and Guest Q&A cont'd** *8 minutes*

*[Re-introduce guest, if event, say event details here.]*

## **Host:** *30 seconds*

Thank you [Name of Guest] for joining us today on "Podcast Name." "Podcast Name" is available to listen to at anytime at [villageofwarwick.com](http://villageofwarwick.com). Tune in next time when we will have [Name of Guest] from [Organization] to discuss [Topic].

## **Outro Tagline**

## **Outro Music** *15 seconds*

# **GENERIC QUESTIONS**

- **How did you get involved in [topic]?**
- **What has your experience been like?**
- **How would [topic] be different outside the Village of Warwick?**
- **How has or how can the Village of Warwick (as a municipality) support you?**
- **What are some of the challenges with [topic]?**
- **Tell me about your favorite experiences with [topic].**
- **What do you most like about living, working in the Village of Warwick (as a community)?**
- **What is your favorite Village Park?**
- **What is your favorite time of year in the Village of Warwick?**
- **What is your earliest memory of the Village of Warwick?**
- **How can our listeners get in touch or involved with [topic]?**

# **SCHEDULED CONTENT FOR SUMMER 2023**

- **Climate Smart Community Bronze Award (w/Trustee Tom McKnight)**
- **Monarch Village (w/guest Abby Ashley)**
- **Firemens Carnival (w/guest Deb Schweikart)**
- **Town Pool and Village of Greenwood Lake Beach**
- **Village Interns (w/guests interns)**
- **Warwick Gardeners Tour (w/guest Pat Reinhardt)**
- **Warwick Merchants Sidewalk Sale (w/guest Corinne Iurato)**
- **Update on Grants (w/Trustee Carly Foster)**
- **Warwick Historical Society GW5K and Tours (w/guest Nora Gurvich)**
- **Veterans Memorial Park Draft Plan and Process (w/Trustee Foster)**
- **Purchase of Property (w/Mayor Newhard)**
- **Update on Wastewater Treatment project (w/Trustee Barry Cheney)**
- **Hello Warwick Valley (Trustee Carly Foster w/guest Mike Hodge)**
- **Village of Warwick Summer Concert Series (w/guest John Johannsen and Michael Gurvich)**
- **Town of Warwick Repair Cafe**
- **Town of Warwick Friendly Visitor Program (w/Lisa)**
- **Seniors Crafting Sessions (w/Melissa Shaw-Smith)**
- **Warwick Cares (w/Judy Batista)**
- **Warwick Farmers Market (w/ Cheryl Rogowski)**
- **Warwick Summer for the Arts Festival (w/Hannah Maxwell and Melissa Maass)**
- **Hudson Valley Jazz Festival (w/Steve Ruben)**
- **Applefest (w/Stefanie)**

## **WORKING TITLES**

- **Village Viewpoint**
- **What's Up, Warwick**
- **Village Days**
- **Municipality Minutes**
- **Meet your Municipality**
- **The Queen Village Podcast**
- **What's Happening Warwick**
- 

## **WORKING INTROS**

- **Hello Neighbors**
- **Hiya, Warwick**
- **What's Up, Warwick**
- **A warm Warwick Welcome**
- 

## **WORKING OUTROS**

- **See ya around town**
- **Be a good neighbor**
- **Farewell, Warwickians**
- **Keep in touch**
- **Don't be a stranger**
- **Enjoy our beautiful village**
-

# AUDIOGRAM IDEAS

- Podcast name/logo
- Village Seal
- Sub-titles
- Village Blue blended with other colors (tbd)
- Guest and Host name
- Historical Main St. Photos
- Town Crier graphic
- Contact Info/website link/social media icons
- Topic Info

# **Service Agreement**

**THIS AGREEMENT** is made as of the 25th day of July 2023, 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.

1. Conduct a Records Inventory & Management for all inactive and active records held by the Village Clerk and Village Treasurer including:
  - a. Examine, sort, and organize records in boxes, filling cabinets, and binders according to records series, date span, and retention and disposition schedule.
  - b. Box and label with record series, date span, retention schedule and destruction date those records that are no longer considered active.
  - c. Place records currently stored in irregular boxes into standard record cartons and label with record series title, date span and retention period.
  - d. Identify duplicated and/or obsolete records.
  - e. Create Destruction forms for obsolete records for sign-off by Village Records Management Office.
  - f. Create electronic inventory database or spreadsheet of all records.
  - g. Identify records to be transferred to the Village's municipal Archives and Records Center for permanent storage or purging.
2. Conduct a Needs Assessment and Create a Needs Assessment Report
3. Create a Records Management Policy and Procedures Manual
4. Create a Records Management Plan
5. Train Village Staff in Policies and Procedures and Use of Inventory Database

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

## **Payment**

Payment for the project including all expenses is \$15,000.

Payment will be invoiced at the completion of the project and is due 30 days after receipt of the invoice.

## **Term of Agreement**

This Agreement shall continue for a period of 6 months.

**Authorizations**

Village of Warwick

Gallego Information Services

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Caroline Gallego, MLS, CRM, CA  
President



**APPENDIX A**

**VILLAGE OF WARWICK INSURANCE AGREEMENT**

**INSURANCE AGREEMENT - PROFESSIONAL SERVICES**  
**BETWEEN THE VILLAGE OF WARWICK**  
**AND**  
**GALLEGO INFORMATION SERVICES**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village Board of the Village of Warwick, NY, a municipal corporation with its principal offices at 77 Main Street, Warwick, NY 10990 (hereinafter the "Municipality") and Gallego Information Services with its principal offices of PO Box 345, Buffalo, NY 14224-0345 (hereinafter "Service Provider"), upon the following terms and conditions:

The Service Provider agrees to maintain without additional expense to the Village until final acceptance by the Village of the services covered by this engagement, insurance of the kinds and in the amounts hereinafter provided, or as required by law. The Service Provider shall furnish to the Village, prior to providing services, a certificate or certificates showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days' written notice has been given to the Village.

The kinds and amounts of insurance required of the Service Provider are as follows:

- a) Statutory Workers' Compensation, Employers' Liability and NYS Disability Insurance
- b) Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	\$2,000,000	Each Occurrence \$1,000,000
Products - Comp/Op Agg.	\$2,000,000	
Fire Damage	\$250,000	
Personal/Adv. Injury	\$1,000,000	
Medical Expense	\$10,000	

The General Aggregate shall apply on a per-project basis.

d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence

Aggregate

\$3,000,000

\$1,000,000 to apply on all follow-form basis.

**The required insurance policies shall be endorsed to include the Village of Warwick as an additional insured, on a primary and non-contributory basis with a waiver of subrogation.** Additional insured status shall be provided by endorsements that provide coverage for both ongoing and completed operations. The decision to accept an endorsement rests solely with the Village.

The insurers providing this coverage shall be licensed in New York State, with an AM Best rating of "Secure" or better.

The contractor shall provide a completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15)

#### INDEMNIFICATION

To the fullest extent permitted by law CONSULTANT shall indemnify, hold harmless, and defend OWNER and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of this agreement, any condition created in or by the performance of this agreement or any accident injury or damage whatsoever occurring in connection with the performance of this agreement, but only to the extent that any such claim, damage loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or negligent omission of CONSULTANT or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of OWNER or any of its agents or employees. Notwithstanding the foregoing, CONSULTANT'S obligation to indemnify OWNER shall not extend to claims, damages, losses, or expenses attributed to the sole negligence of the OWNER.

To the fullest extent permitted by law OWNER shall indemnify, hold harmless, and defend CONSULTANT and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of this agreement, any condition created in or by the performance of this agreement or any accident injury or damage whatsoever occurring in connection with the performance of this agreement, provided that any such claim, damage loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission of OWNER or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of CONSULTANT or any of its agents or employees. Notwithstanding the foregoing, OWNER'S obligation to indemnify CONSULTANT shall not extend to claims, damages, losses, or expenses attributed to the sole negligence of the CONSULTANT.

Accepted By:

**Gallego Information Services**

**Village of Warwick:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**APPENDIX B**

**VILLAGE OF WARWICK HOLD HARMLESS AGREEMENT**

## HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Village of Warwick, or any officer, agent, servant, or employee of the Village of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

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

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

Print Name: \_\_\_\_\_

Sworn to me this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

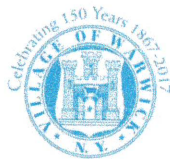
\_\_\_\_\_  
Notary Public

RECEIVED

JUL 18 2023

VILLAGE OF WARWICK  
CLERK

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



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

## VILLAGE OF WARWICK

INCORPORATED 1867

### Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 7/18/23

Title of Event: Excelsior Hose Co. No. 1 - Engine 634 Wetdown

Purpose of Event: Celebrate the arrival of new FD apparatus

#### 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: N/A

#### SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: Aug 19, 2023 Rain Date Requested: N/A

Arrival Time: 10am Departure Time: 6pm

Event Start Time: 1pm Event End Time: 4pm

#### SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Ryan Reilly - Captain Excelsior Hose Co. No. 1  
*\*Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 19 Belcher Road, Warwick NY

Email Address: rmreilly@gmail.com Cell Phone: 267-716-2991

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

Name of Organization (if Applicable): Excelsior Hose Co. No. 1

Name of Organization's Director(s)/Officer(s): Chris Gardner (President) Ryan Reilly (Captain)

Organization's Phone: 845-986-4688 Email Address: N/A

Mailing Address of Organization: PO Box

Physical Address of Organization: 25 Church St. Ext. Warwick NY 10990

#### **SECTION 4: EVENT INFORMATION**

Maximum Number of People Intended at the Event: 200

*\* If greater than 200 people, at any given time DO NOT complete this form. See instructions.*

# of Adults: 175 # of People Under 18: 25

Expected Number of Vehicles Intended at the Event: 20

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 yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <u>X</u>
<b>Music / Loudspeakers / Sound System</b> <i>If yes, explain:</i> <i>Location of Music/Loud Speakers/ Sounds System:</i> <u>Area by Pavilion</u>	Yes <u>X</u> No _____
<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 _____ No <u>X</u>
<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 _____ No <u>X</u>

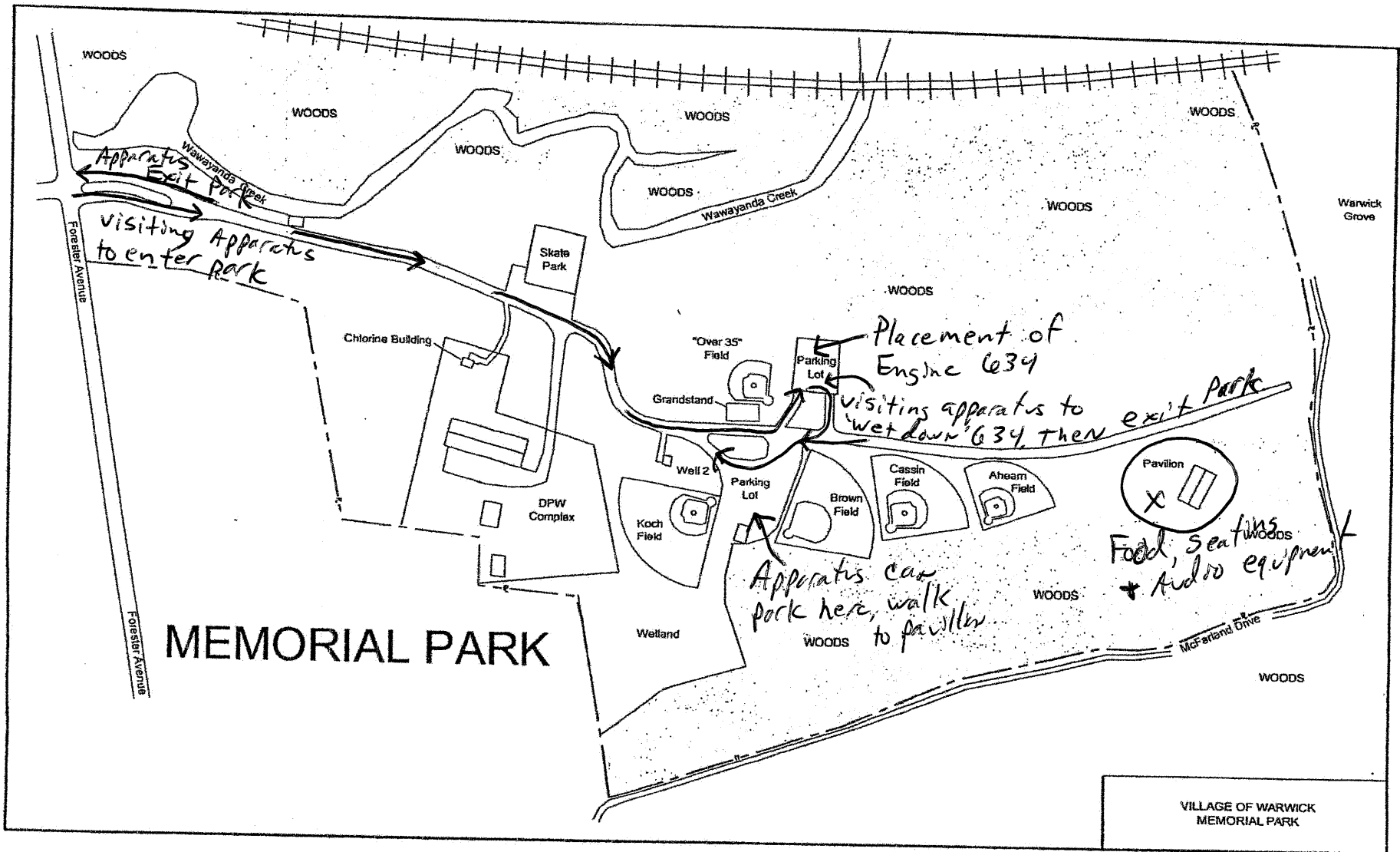


<b>RVs, Campers, Food Trucks, etc.</b> If yes, explain: _____	Yes ____ No <u>X</u>
<b>Admission Fee to Be Charged</b> If yes, please list the admission fee: _____	Yes ____ No <u>X</u>
<b>Alcohol</b> Host Liquor Liability Insurance is required.	Yes <u>X</u> No ____
<b>Food will be served or sold</b> If yes, explain the method of food distribution and disposal of trash: <u>Grilled foods handed out at no charge. Trash picked up by company and removed.</u> <small>*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.</small>	Yes <u>X</u> No ____
<b>Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc.</b> If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes ____ No <u>X</u>
<b>Portable Toilets</b> Placement of portable toilets must be detailed on the map that is required with the application.	Yes <u>X</u> No <u>X</u>
<b>Other</b> Please explain: _____	Yes ____ No <u>X</u>

**SPECIAL REQUESTS:**
**CHECK YES OR NO**

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





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:

Ryan Reilly  
Printed Name of Applicant/Responsible Party

Ryan Reilly  
Signature of Applicant/Responsible Party

Date 7/5/23

## Kennedy Apartments - Special Use Permit

VILLAGE BOARD  
Clerk's Record

## ESCROW

Date	Vendor	Date of Service	Date Paid	Check#	Disbursements	Deposits	Account Balance
8/6/2018	<b>Escrow Deposit- Halvern LLC</b>		8/6/2018	792		2,500.00	2,500.00
9/10/2018	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Ave Apartments - Invoice # 48857	7/11/18 - 7/24/18			(490.00)		2,010.00
10/19/2018	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Ave Apartments - Invoice # 49087	8/3/18 - 8/20/18			(158.10)		1,851.90
11/6/2018	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Ave. Apartments - Invoice # 49390	9/11/18 - 9/28/18			(332.50)		1,519.40
11/20/2018	<b>Escrow Deposit- Halvern LLC</b>		11/20/2018	810		980.60	2,500.00
12/4/2018	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Ave. Apartments - Invoice # 49611	10/3/18 - 10/12/18			(280.00)		2,220.00
2/11/2019	Lehman & Getz - Village Engineer: Kennedy SUP Application - Forester Ave. Apartments - Job # 1803.6	1/10-19 & 1/28/19			(180.00)		2,040.00
5/2/2019	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Avenue Apartments - Invoice # 50761	12/28/18 - 1/22/19			(373.40)		1,666.60
6/27/2019	Drake Loeb - Village Attorney: Kennedy SUP Application - Forester Avenue Apartments - Invoice # 51632	5/9/19 - 5/29/19			(194.30)		1,472.30
7/24/2019	<b>Escrow Deposit- 10 Colonial Ave, LLC</b>		7/24/2019	1461		1,027.70	2,500.00
8/15/2019	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 51882	6/4/19 - 6/7/19			(140.00)		2,360.00
12/9/2019	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 52995	10/11/19 - 10/31/19			(417.50)		1,942.50
12/26/2019	<b>Escrow Deposit - 10 Colonial Ave, LLC</b>		12/26/2019	1474		557.50	2,500.00
1/14/2020	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice #53185	11/1/19 - 11/26/19			(385.00)		2,115.00
2/12/2020	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 53451	12/3/19 - 12/27/19			(280.00)		1,835.00
4/2/2020	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 53839	1/6/2020			(35.00)		1,800.00
11/13/2020	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 55984	9/3/2020 - 9/30/2020			(140.00)		1,660.00
12/1/2020	<b>Escrow Deposit- Forester Avenue, LLC</b>		12/1/2020	111		840.00	2,500.00
12/16/2020	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 56282	10/29/2020			(35.00)		2,465.00
2/10/2021	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 56966	12/28/2020			(35.00)		2,430.00
3/17/2022	Pitingaro & Doetsch Consulting Engineers, P.C. - 75 Forester Ave. Preparation of stormwater maintenance agreement - Invoice # 218102-1	Dec-21			(1,032.00)		1,398.00
4/27/2022	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 60554	12/9/21 - 12/27/21			(70.00)		1,328.00
8/22/2022	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 62804	7/28/2022			(126.04)		1,201.96
9/27/2022	Drake Loeb - Village Attorney - Kennedy SUP Application - Forester Avenue Apartments - Invoice # 63055	8/1/22-8/2/22			(89.21)		1,112.75
							1,112.75
							1,112.75
							1,112.75
							1,112.75
	<b>BALANCE</b>				(4,793.05)	5,905.80	1,112.75

## Raina Abramson

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**To:** sgaba@drakeloeb.com  
**Subject:** RE: Kennedy Escrow Account for Forester Ave Apts

**From:** sgaba@drakeloeb.com <sgaba@drakeloeb.com>  
**Sent:** Monday, July 31, 2023 3:18 PM  
**To:** Raina Abramson <clerk@villageofwarwick.org>  
**Subject:** Re: Kennedy Escrow Account for Forester Ave Apts

Yes, you can. We have no outstanding bills on Kennedy.

**From:** Raina Abramson  
**Sent:** Monday, July 24, 2023 4:10 PM  
**To:** Stephen Gaba <sgaba@drakeloeb.com>  
**Cc:** Elaine Vigorito <evigorito@drakeloeb.com>  
**Subject:** RE: Kennedy Escrow Account for Forester Ave Apts

Hi Steve,

Bo Kennedy's office is asking about the return of escrow. Can this be released?

Thank you,  
Raina

**From:** Raina Abramson <clerk@villagewarwick.onmicrosoft.com>  
**Sent:** Tuesday, June 13, 2023 11:10 AM  
**To:** Stephen Gaba <sgaba@drakeloeb.com>  
**Cc:** Elaine Vigorito <evigorito@drakeloeb.com>  
**Subject:** RE: Kennedy Escrow Account for Forester Ave Apts

Hi Steve,

## Raina Abramson

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**From:** Dave Getz <Getz@lehmangetz.com>  
**Sent:** Monday, April 27, 2020 4:10 PM  
**To:** Raina Abramson  
**Subject:** RE: Kennedy Apartments - Escrow Balance

Hi Raina –

Our invoices have been paid and we don't expect to billing any further on the review of this project.

- Dave

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**From:** Raina Abramson <clerk@villageofwarwick.org>  
**Sent:** Monday, April 27, 2020 3:46 PM  
**To:** Dave Getz <Getz@lehmangetz.com>  
**Subject:** Kennedy Apartments - Escrow Balance

Hi Dave,

Bo Kennedy is asking for a release of his Village Board escrow balance of \$1,800 from the Kennedy Apartments SUP.

The SUP was granted on Jan. 22, 2019. Following this date both the Drainage Easement Agreement between Kennedy, VOW, and American Legion & the Stormwater Maintenance Agreement were approved, however I am still waiting on a final signed copy from Mr. Kennedy. I sent a reminder to Mr. Myrow today.

The consultant fees for the easements were also applied to the escrow.

Do you foresee any further invoices for this project for the Village Board and have all of your invoices been paid for this project so that I can request that the VB return the escrow balance?

Thank you,

Raina

*Raina Abramson*  
*Village Clerk*  
*77 Main Street/P.O. Box 369*  
*Warwick, NY 10990*  
*Phone: (845) 986-2031 x102*  
*Fax: (845) 986-6884*  
*clerk@villageofwarwick.org*

