

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JUNE 17, 2024
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: May 20, 2024 & June 3, 2024.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

3. Acceptance of Reports – May 2024: Clerk’s Office, Justice Department, Planning Department, Building Department, and Department of Public Works.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

5. Police Report.
6. Bid Opening – Electrical Power Supply.

Announcement

1. Joe Sanzone's Eagle Scout Project Fundraiser "Buy a Brick Program" for the Veteran's Memorial Park Dog Park.

Discussion

1. Draft Short-Term Rental Code.

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 McKnight's Motions

1. **MOTION** to accept the bid and enter into a contract with _____ for Electrical Power Supply at the fixed price of \$_____ per kilowatt hour and authorize the mayor to sign the same. The contract will begin July 1, 2024, and be for a term of _____ months. (12, 24, or 36 months)

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

2. **MOTION** to advertise and receive bids for the Village of Warwick Wastewater Treatment Plant Upgrade Project.

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 Engineering & Surveying Properties to provide professional land surveying services of Wheeler Avenue, between Main Street and Cherry Street, for the purpose of an engineering design for new sidewalks with a total cost not to exceed \$7,850 and authorize the mayor to sign the same. Funds are appropriated in budget code A1440.4000.

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 Wickham Works to host an Arts in the Park event in Stanley-Deming Park on Friday, July 26, 2024, with a rain date of Sunday, July 28, 2024. The event will take place from 6 p.m. – 10 p.m. with setup to begin at 4 p.m. and breakdown to be complete by 11 p.m. Request includes use of the bandshell, pavilion and lawn area in-between, parking on the field behind the basketball courts, use of loudspeakers, set up of 2 (two) food trucks and the set-up of a portable video projection screen. Request additionally includes use of Village owned chairs, restrooms, water fountains, (2) two additional garbage and (2) two additional recycling cans to be positioned in the gazebo/pavilion park area and use of electricity in both the bandshell and pavilion. Approval is contingent upon proof of permission from the Warwick Valley Central School District to use the Park Avenue School for parking. Completed park permit, security deposit, and proof of insurance have been received. The Warwick Fire Department, EMS, and Police Department will be notified of the event. Approval is pending proper insurance from all participating vendors.

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 Boy Scout Troop 45 to use the Veteran's Memorial Park Pavilion for a Court of Awards Ceremony and end of the year BBQ on Monday, June 24, 2024, from 6:30 p.m. to 8:30 p.m. Request includes use of restrooms, electricity, and pavilion lights. Completed park permit and proof of proper insurance have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Reports

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

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

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

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

Mayor Newhard's Report

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment



VILLAGE OF WARWICK

INCORPORATED 1867

NOTICE OF BID ELECTRICAL POWER SUPPLY

PLEASE TAKE NOTE that the Village of Warwick is seeking proposals for the supply of electrical power. Sealed proposals marked, "**Electrical Power Supply Proposals 2024/26**" on the outside of the mailing envelope must be submitted to the Village Clerk at 77 Main Street, Warwick, NY on or before June 17th, 2024, at 4:00 p.m. That evening all Bids will be opened and publicly read aloud at the Village Board Meeting which begins at 7:30 p.m.. Vendors should be aware that there could be an initial administrative delay of up to a month for the utility to change over accounts.

A listing of the Village of Warwick Orange and Rockland account numbers are available at the Village Clerk's office. The vendor submitting an RFP is responsible for obtaining historical data usage. Vendors must submit, via email to clerk@villageofwarwick.org, on a form written by the Vendor, a request for historical data usage. The Vendor is responsible for submitting this form to the utility and acquiring the historical data usage.

Specifications for the bid may be found on the Village of Warwick's website www.villageofwarwick.org or by emailing the Village Clerk's Office at clerk@villageofwarwick.org.

The Village Clerk may be contacted by email at clerk@villageofwarwick.org or by phone 845-986-2031 ext. 102. Questions are to be directed in writing to the Village Clerk at the above address and phone number. All questions must be received by June 12, 2024.

**BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK, NEW YORK
RAINA ABRAMSON
VILLAGE CLERK**

Village of Warwick
77 Main Street/PO Box 369
Warwick NY 10990
Villageofwarwick.org

Electrical Power Supply Request for Proposal

INVITATION FOR PROPOSAL

The Village of Warwick, New York is seeking proposals for the supply of electrical power. Sealed proposals plainly marked "Electrical Power Supply Proposal 2024/2026" on the outside of the mailing envelope, must be submitted to the Village Clerk at 77 Main Street, Warwick, New York on or before June 17, 2024, at 4:00 p.m. local time. Vendors should be aware that there could be an initial administrative delay of up to a month for the utility to change over the accounts. Page 4 of this form will be used to review proposals and award a contract.

The Village of Warwick is requesting qualifications and fixed price information from interested vendors for the Village's purchase of electrical power supply to be used at all municipal buildings.

The selected vendor will be expected to supply electrical power for a determined term starting with all billing cycles in July 2024. Addendum to this project, if any, will be posted on the Village of Warwick website, www.villageofwarwick.org under the project heading. Interested parties may supply an email or mailing address to the Village of Warwick Clerk in advance of the "RFP" opening to receive updates to this project.

The Village of Warwick reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Village and to negotiate the terms and conditions of any proposal leading to execution of an Agreement for Services.

Questions may be directed to the Village Clerk, in writing, to: clerk@villageofwarwick.org, and must be received by Wednesday, June 12, 2024 by 4:00 p.m.

GENERAL INFORMATION:

The Village of Warwick is requesting fixed price information for the purchase of electrical power to be used at all Village of Warwick buildings and facilities. A listing of the Village of Warwick Orange and Rockland account numbers is available by contacting the Village Clerk at clerk@villageofwarwick.org. The vendor (submitting an RFP) is responsible for obtaining historical data usage. Vendors must submit, in person, to the Village Clerk, on a form written by the Vendor, a request for historical data usage. The Vendor is responsible for submitting this form to the utility and acquiring the historical data usage.

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

Questions may be directed to the Village of Warwick Clerk at: clerk@villageofwarwick.org. Questions submitted by phone, written correspondence, or in person will not be accepted.

Vendors are required to hold their proposals open until the signing of the contract. An award will be made, and an agreement will be signed June 17, 2024 and returned that evening or the following day by 10:00 a.m. to lock in a rate, if the Village of Warwick agrees to all conditions and pricing data of a submitted proposal.

Vendors must be licensed to market electrical power in the State of New York and provide qualifying documentation.

SUBMITTAL REQUIREMENTS:

Vendors are required to submit two (2) copies of the proposal package. The following shall be included as part of the proposal package:

1. A letter providing the Vendor Company summary of qualifications and contact information.
2. A description of the vendor's overall capability, resources and assurance that it can meet its commitment to successfully provide these services.
3. References: Submit references for three (3) major municipal or commercial customers and their aggregate dollar value of such contracts with which they have supplied the electrical power during the past two (2) years. Include contact name, company name, address and telephone number.
4. Specifications, Requirements Documents, and Addendum issued initialed at the bottom of each page.
5. Completed and signed Proposal Form (Page 4 of this document).
6. Completed and signed W-9 (Tax Form).
7. State of New York License to market electrical power.
8. Proposed Agreement for Services.
9. Such other documentation regarding programs and features as vendor deems helpful to the Village's evaluation.

Failure to include the above referenced items at the time of proposal submittal may disqualify the vendor.

EVALUATION CRITERIA:

Proposals will be evaluated based on the following:

- Vendor qualifications and capabilities.
- Vendor responsiveness, price structure, supplier financial viability, and experience and market presence.
- Programs and features of Vendor that may make it unique or better than others.
- Price
- Proposed Agreement for Services

No Proposal will be considered unless the company submitting the Proposal has been engaged in business for a minimum of twenty-four (24) months.

RESERVATION OF RIGHTS:

The Village of Warwick reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the vendor and to evaluate the proposal submitted. Vendors may be requested to execute releases for information. Failure to provide a release upon request may result in disqualification.

The Village of Warwick reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Village and to negotiate the terms and conditions of any proposal.

REQUIREMENTS OF AGREEMENT FOR SERVICES:

1. The term of the contract for this proposal will begin July 1, 2024, and end based on the term decided by the Village, i.e., 12, 24, 36 months or any term determined within that time period.
2. A single invoice will be submitted to the Village for all buildings and facilities monthly.
3. The successful Vendor will provide a monthly invoice with the total of kilowatt-hours of electrical power delivered for each building for that month. The vendors must be prepared to accept that weather conditions, or other factors, could increase or decrease the amount of power actually consumed to a level above or below the historical data provided by the utility.
5. The successful Vendor shall not assign the contract without receiving prior express written approval of the Village.
6. The successful Vendor shall submit a statement that will indemnify, defend, and hold harmless, the Village of Warwick, against all claims for loss, damage, cost, and injury of any kind to property and persons, including death, resulting from, or arising out of, or occurring in connection with, the performance of the contract by the successful Vendor, its officers, agents, or employees.
7. Failure to adhere to and comply with any of the conditions of the Agreement for Services and specifications of this RFP will result in cancellation of the Agreement upon written notice. In the event of cancellation of the Agreement and the necessity to negotiate a new Agreement for electrical power supply with another supplier, the Vendor will be responsible for making whole the Village of Warwick for its loss, damages and costs incurred.
8. A cost-saving analysis at the end of the contract year is required as part of the Agreement for Services.

9. SEXUAL HARASSMENT POLICY

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of Section 201-G of the New York State Labor Law.

Village of Warwick
77 Main Street/PO Box 369
Warwick NY 10990
Villageofwarwick.org

Price Proposal Form for Electrical Power Supply

Term beginning July 1, 2024 - Fixed Price per KWH: See attached:

Fixed Price per Kilowatt Hour: Regular Power: _____ 100% Green Power: _____
50% Green Power: _____ Green Power Source: _____ (see attached)

Date of Signature: _____

Please Print Representative's Name: _____

Please indicate number of years as an established company: _____

Name of Company: _____

Address: _____

Email Address: _____

Phone Number: _____

Price per kWh to include all of the following line items:

Energy

Ancillaries

Capacity

Clean Energy Standard which includes all of the following:

- ZEC
- RES Tier 1
- TOTS
- PPT

Losses

Consolidated billing

Full Swing

Pricing Page (All terms):

12 months:

Fixed Price per Kilowatt Hour:

Regular Power: _____

100% Green Power: _____

50% Green Power: _____

Green Power Source: _____

24 months:

Fixed Price per Kilowatt Hour:

Regular Power: _____

100% Green Power: _____

50% Green Power: _____

Green Power Source: _____

Lowest price of all terms available:

Fixed Price per Kilowatt Hour:

Regular Power: _____

100% Green Power: _____

50% Green Power: _____

Green Power Source: _____

COMING SOON

New Dog Park - Village of Warwick

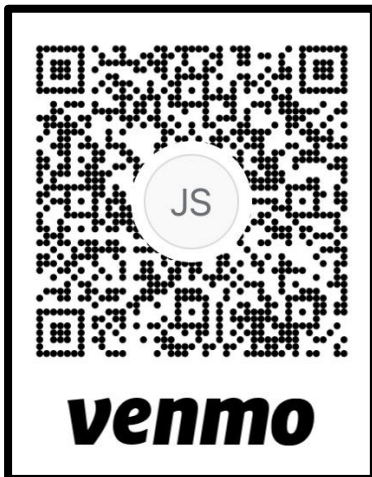
Joe Sanzone's Eagle Project Fundraiser

A new **Dog Park at Veteran's Memorial Park** is coming soon!
You can be part of its dedication to our military and law enforcement K9s and their handlers.

Your **monetary donation** or participation in my customized "**Buy a Brick Program**" will support our community while offering you the opportunity to memorialize a loved pet, handler, veteran, your family name or promote your business.

All proceeds will go towards materials and supplies.

Monetary Donations



**Checks and Cash also
accepted at 25 Mountain
Top Drive Warwick NY
10990. Please make
checks out to "Troop 38"**



For any questions please Email
joeysanzone1@gmail.com



**"Buy a Brick"
Program**

VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2024³

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

Section 1. Purpose:

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

Section 2. Amendment of Code:

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

§ 115-1 Purpose.

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

§ 115-2 Definitions.

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

Agent

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

Bedroom

One-person bedroom shall have a minimum of 70 square feet. A two-person bedroom shall have minimum of 100 square feet: a three-person bedroom shall have a minimum of 150 square feet: and 50 square feet for each additional occupant. Bedroom shall be not less than 7 feet in any plan dimension. Shall have a compliant window to exterior as a second means of egress. Shall have access to sanitary facilities providing a sink, toilet, potable running water, shower/tub and kitchen access. Living space shall adhere to the current Property Maintenance Code of New York State and the Village Code of the Village of Warwick.

Building Inspector

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

Housing or Dwelling Unit-

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

Immediate Family

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

Owner

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

Owner-occupied

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

Residence

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

Registered Resident Agent ~~“Agent”~~

~~An agent-representative of the property owner who resides within 15 miles of the Village is able to respond and attend at the short term rental property within at least thirty-minutes of being notified of the need to do so and is identified as the Owner's Registered Agent in the short term rental permit application.~~

Short Term Rental Permit

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

Short Term Rental Property

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

Substandard

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

§ 115-3 Regulation of Short Term Rentals

- (1.) Only single-family dwellings, duplexes, and dwelling units accessory thereto may be used for short term rentals.
- (2) Short-Term Rentals allowed in all zones in the Village except in Continuing Care Retirement Community (CCRC) and Multiple Residence-Senior Citizen (MR-SC).

(3.) Only owner-occupied properties may be used for short term rentals. Provided, however, that properties located in the Central Business Zone used for short term rentals need not be owner-occupied if the Registered Agent is able to respond and attend at the short term rental property within at least thirty-minutes of being notified of the need to do so.

(4.) For property used for Short Term Rentals, off-street parking requirements shall be in accordance with the Village Code's Off Street Parking Requirements for Bed & Breakfast establishments as set forth in Village Code [115-4 and 115-5] OR [145-120.2].

OR

(4.) For property used for Short Term Rentals, off-street parking shall be provided as follows: there shall be off-street parking for the primary residential use in accordance with the Village of Warwick Zoning Law and, in addition there shall be one (1) off-street parking space for every bedroom in addition to the first bedroom. Off-street parking spaces shall consist of asphalt or other material in keeping with the character of the neighborhood. Use of shared parking may be utilized to satisfy these off-street parking requirements.

(53.) Commencing ninety (90) days after the effective date of this Chapter, any person offering short-term rentals within the Village of Warwick shall be required to first register and obtain a permit for short-term rental of the residence under this Chapter.

(64) Home Owner Association HOA policies in Village developments shall supersede STR-Short Term Rental provisions herein Village policy, provided that the Home Owner Association polices are more restrictive than the terms hereof.

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

~~Registration of~~ A Short-Term Rental Registration Application shall be completed by the owner ~~or agent~~ submitting to the Village Building Department a registration form, as approved by the Building Inspector, stating that the owner is seeking a short-term rental permit and providing, at a minimum, the following information:

- (i) Name, mailing address, telephone number, e-mail address, of the owner and of the Registered Agent agent.
- (ii) The street address, of the short-term rental property;
- (iii) The number of rental units in each building;
- (iv) The number of conventional bedrooms in the residence.
- (v) The proposed maximum overnight and daytime occupancy limits of the residence;
- (vi) The types and placement of any fire-protection systems located

each building;

(vii) The number and location of all exits;

(viii) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;

(ix) A statement of the number of street parking spaces provided for the property and a parking plan showing the location of the parking spaces.

~~(ix)~~ A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000 with rental endorsement on policy.

~~(xi)~~ Copy of Certificate of Occupancy for original building OR letter stating dwelling was built prior to 1973.

~~(xii)~~ Acknowledgment of review and responsible for compliance with the Code of the Village of Warwick.

(xiii) The completed form must be notarized

§ 115-5

Grant of Permits for Short Term Rental Property.

- (1.) Upon submittal of complete application for short term rentals, the owner or **Registered Agent** ~~agent~~ shall contact the Building Inspector to schedule an inspection of the short-term rental property for the purpose of issuance of a short-term rental permit.
- (2.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the short-term rental property to determine whether it is substandard and to verify that the residence and the maximum overnight and daytime occupancy limits proposed by the owner are acceptable under the New York State Uniform Fire Prevention and Building Code.
- (3.) Upon completion of an inspection of the short-term rental property and ascertaining that the residence is not substandard, the Building Inspector shall issue a short-term rental permit to the owner or **Registered Agent** ~~agent~~.
- (4.) Permits shall be on a form approved by the Building Inspector and shall, at a minimum:

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

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

- (1.) All Short-Term Rental Permits shall expire two years after the date of issuance, unless sooner revoked.
- (2.) The following shall be mandatory terms of every Short-Term Rental Permit:
 - (i) No illegal conduct shall be carried on the short-term rental property by the landlord, Registered Agent, or short-_____ term rental tenants, their guests or invitees.
 - (ii) The short-term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on which the short-term rental property is located and/or to or from any driveways of other property on the said street.
 - (iii) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection in compliance with Village Code Section 75-1
 - (iv) No exterior lighting of the residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the short-term rental property,
 - (v) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance.

- (vi) In the event that short term rental tenants plan on using the residence as the site of a party or event involving more than ten (10) guests or invitees, the owner shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of outdoor music and assuring adequate parking for guests and any catering or delivery vehicles.
 - (vii) Prominently display at all times the contact names and phone numbers, along with a list issued by the Village, of emergency services, information relating to garbage, recycling, available parking, winter parking and noise or
- (3.) In the event that there is any change in the information provided by the owner or Registered Agent agent in the registration application, the owner shall advise the Village Building Department in writing of such change no later than forty-eight (48) hours after such occurrence. Failure to advise the Village Building Department of a change in the information provided by the Landlord in his registration application may be grounds for suspension or revocation of the Short-Term Rental Permit.
 - (4.) A Short-Term Rental Permit may not be transferred or assigned to any person or used by any other person other than the owner to whom it was issued.

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

- (1.) In the event that the Building Inspector determines that a residence is substandard, he shall issue a written denial of the short-term rental permit to the owner or Registered Agent agent listing all of the substandard conditions identified in the inspection.
- (2.) If an application for a short-term rental permit is denied, an owner may re-apply for the permit after correcting such substandard conditions as have been found. Upon such re-application, the owner or Registered Agent agent must arrange for an additional inspection by the Building Inspector. The owner must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

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

- (1.) Applications to renew existing short-term rental permits shall be submitted on forms approved by the Village

Building Department 90 days prior to the expiration date of the existing license and must be accompanied by the renewal fee set by the Village Board in the Village's Schedule of Fees.

- (2.) Upon receipt of an application for renewal and the prescribed fee, the Building Inspector shall schedule and conduct an inspection of the short-term-rental property using the same criteria as upon an inspection for grant of a permit. Renewal shall be granted if the short-term rental property is not substandard.
- (3.) Upon grant of renewal, the Building Inspector shall issue a new Short-Term Rental Permit which shall expire two years after the date of issuance unless revoked earlier.

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

- (1.) It is the responsibility of the owner or ~~Registered Agent~~ agent to comply with all terms and provisions of this Chapter and to ensure that the short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of the short-term rental permit. Any failure of short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a short-term rental permit shall be attributed to the failure of the owner and his ~~Registered Agent~~ agent to discharge the responsibility to ensure such compliance.
- (2.) Upon receipt of a complaint or upon his initiative, the Building Inspector may investigate any property for failure to comply with the terms of this Chapter.
- (3.) If, upon investigation, the Building Inspector determines that a violation of this Chapter and/or the terms and conditions of the short-term rental permit has occurred on property for which a short-term rental permit has been issued, he shall issue a written notice of the violation to the owner and ~~agent~~ Registered Agent and shall provide a copy of the same to the Village Board.
- (4.) Upon receipt of such notice, the Village Board shall set a date at which the owner shall be heard in regard to the Building Inspector's findings of a violation. Notice of such hearing date shall be mailed to the owner, by certified mail return receipt requested at the address provided in the registration for the short-term rental property.
- (6.) If it is determined by the Building Inspector that the owner has falsified or otherwise failed to provide accurate information on his registration application, the application shall be referred to the Village Board.

§ 115-11 Appeals.

- A. If the Building Inspector denies an application for short-term rental, denies an application for renewal of a permit for short-term rental, or revokes a permit for a short-term rental, it shall be done in writing, reciting the grounds for denial or revocation.
- B. An applicant may appeal from such denial or revocation by filing a written request for a hearing before the Village Board of Trustees. Such request shall be filed with the Village Clerk.
- C. Upon receipt of such request, the Village Clerk shall schedule same for the next regularly scheduled Village Board meeting, affording the applicant at least five days written notice of the place, date and time of the hearing, and publish notice of same.
- D. At the hearing, the applicant shall be afforded reasonable opportunity to be heard. The applicant shall bear the burden of proof by preponderance of credible evidence to show that the determination of the Building Inspector was arbitrary or capricious or in excess of his authority. The decision of the Village Board of Trustees shall be final and conclusive. The tenant will be allowed to occupy the property until the appeal is heard and the finding is issued.

§ 115-12 Fees for permits.

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

§ 115-13 Penalties for offenses.

- (1.) Any person who violates any provision of this Chapter, whether the owner or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.
- (2.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of not more than \$1,000 per violation or by imprisonment for not more than 15 days, or both.
- (3.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.
- (4.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate legal action or proceeding to prevent unlawful occupancy of property in violation of this Chapter, including, without limitation, civil actions for injunctive relief to

immediately terminate any existing short-term rental occupancy of buildings, land or premises.

- (5.) If, after affording such an opportunity to be heard, the Village Board confirms the existence of the violation of this Chapter, the Village Board shall suspend or revoke the short-term rental permit. For any number of violations less than two within a period of six (6) months, the permit may be suspended for a period of up to six (6) months from the date of the suspension. For two or more violations within a one-year period, the short-term rental permit may be suspended or revoked and, if revoked, no short-term rental permit will be available for the short-term rental property for a period of up to two (2) years from the date of revocation unless landlord and Registered Agent~~-agent~~ cease to have any right, title or interest in the short-term rental property.

Section 3. Severability:

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

Section 4. Effective Date:

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



Montgomery Office: 71 Clinton Street
Montgomery, NY 12549
Goshen Office: 262 Greenwich Ave, Ste B
Goshen, NY 10924
(845) 457 - 7727
www.EngineeringPropertiesPC.com

May 2, 2024

Village of Warwick
77 Main Street
Warwick, NY 10990
ATTN: Mayor Newhard, Mayor

**RE: PROPOSAL OF PROFESSIONAL LAND SURVEYING SERVICES
WHEELER AVENUE – MAIN STREET TO CHERRY STREET
VILLAGE OF WARWICK, ORANGE COUNTY, NY**

Dear Mayor Newhard:

Pursuant to your request, Engineering & Surveying Properties, P.C. (EP) is pleased to submit a proposal to provide land surveying services of Wheeler Avenue located between Main Street and Cherry Street in the Village of Warwick, Orange County, New York. The scope of services would be performed for the Village of Warwick, herein referred to as the Client. A more detailed scope of services follows:

1.0 SURVEYING SERVICES

- 1.1 EP will perform a survey of the entire property between the Wheeler Avenue right of way lines and prepare a survey plat for the purpose of engineering design for new sidewalks.
- 1.2 EP will provide a model and topographic mapping on the survey plat, derived from actual field observation of the site. The topographic surface will be expressed in 1ft contour intervals with spots elevations where necessary. The topography will correlate to NAD83/NAVD88 datums.

2.0 LIMITATIONS OF SERVICE

Engineering & Surveying Properties, PC shall provide the above referenced scope of services subject to the following limitations:

- 2.1 Owner shall provide access to the premises to be surveyed.
- 2.2 Installation of survey markers at lot corners or along lines is not included in this proposal.
- 2.3 This proposal does not include title review beyond current deeds of record.
- 2.4 Preparation of descriptions is not included.

3.0 FEES AND PAYMENTS

Fees for services will be invoiced and are due at such a time that survey plat is made available to the client. This executed proposal will be required and shall serve as authorization to proceed.

Item 1.1 Survey Plan	\$ 3,850
Item 1.2 Topographic Mapping	\$ 4,000
Cost Total	\$ 7,850

Site Design and Development • Land Surveying • Environmental Planning and Permitting
Construction Support • Project Management • Client Advocating and Representation • Municipal Engineering

Reimbursable expenses for copying, overnight mail, etc. will be billed based upon actual usage and expenditures in accordance with EP's standard rates attached.

Fieldwork will commence approximately 4-6 weeks after receiving a fully executed proposal and authorization to proceed.

Invoices will be issued on a monthly basis and payment is due upon receipt. Any outstanding balance greater than 60 days will be assessed finance charges and EP reserves the right to stop all work for any outstanding balance greater than 90 days. If work has stopped for non-payment, EP will not resume work until payment of all outstanding debt has been made in full.

PROPOSAL ACCEPTANCE FORM

I HEREBY AUTHORIZE ENGINEERING & SURVEYING PROPERTIES, PC TO PERFORM THE SCOPE OF WORK FOR THE FEES AS STATED IN THIS PROPOSAL AND HEREBY AGREE TO ALL LIMITATIONS, TERMS AND CONDITIONS OF THE PROPOSAL.

Signer's Name (Print)

Signature

Date

****Please be sure to fill out the requested Client Contact Information below****

CLIENT CONTACT INFORMATION:

Please provide the responsible party's contact information below for each outlined.

Authorized Person to Change Proposal Scope and/or Request Additional Work:

Name: _____
Address: _____
E-Mail: _____
Phone: _____

Invoices (please provide desired format (paper or e-mail): Paper: _____ E-mail: X

Name: _____
Address: _____
E-Mail: _____
Phone: _____

FOR EP USE ONLY

Client Name: _____

Project # & Name: _____

Proposal #: 24-45

Retainer amount required: \$ 0

Brian Babcock, L.S. Chief Surveyor
EP Representative name (Print)


EP Representative signature

05/02/24
Date

Engineering & Surveying Properties, PC

2024 Hourly Fee Schedule*

Principal	\$221.00	/hr
Chief Engineer	\$204.00	/hr
Licensed Landscape Architect	\$204.00	/hr
Chief Surveyor	\$165.00	/hr
Professional Engineer	\$160.00	/hr
Licensed Land Surveyor	\$152.00	/hr
Senior Engineer	\$141.00	/hr
Senior Project Engineer	\$122.00	/hr
Environmental Engineer	\$117.00	/hr
Senior Draftsperson	\$113.00	/hr
Project Engineer	\$107.00	/hr
Project Landscape Architect	\$107.00	/hr
Surveyor	\$104.00	/hr
Staff Engineer	\$99.00	/hr
Senior Technician	\$92.00	/hr
Survey Draftsperson	\$86.00	/hr
Staff Planner	\$86.00	/hr
Engineering Technician	\$79.00	/hr
Field Technician	\$79.00	/hr
Survey Technician	\$79.00	/hr
Administrative	\$51.00	/hr
1-Man Survey Field Crew	\$151.00	/hr
2-Man Survey Field Crew	\$186.00	/hr
 SWPPP Inspections	 \$ 300.00	 each
 Reproduction		
24"x36"	\$ 2.33	/page
30"x42"	\$ 2.92	/page
34"x44"	\$ 3.45	/page
36"x48"	\$ 3.99	/page

* Rates are subject to change at any time.

GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Engineering & Surveying Properties, P.C. (EP) by the CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between the CLIENT and EP.

1. GENERAL

- 1.1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. The hourly rate schedule is subject to change at any time by EP.
- 1.2. Payment to EP is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
- 1.3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
- 1.4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change EP's scope of services or increase fees must also be provided in writing as a hard copy.
- 1.5. All AutoCAD drawings, tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of EP unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without EP's prior written consent. EP shall not release CLIENT'S data to a third party without authorization.
- 1.6. Any delay, default, or termination in or of the performance of any obligation of EP under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove EP's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of EP's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond EP's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EP as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
- 1.7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, EP shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
- 1.8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. EP shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.

2. INVOICING AND PAYMENT

- 2.1. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 60 days after date of invoice will be subject to a charge of 2 percent per month (24 percent annual interest rate).
- 2.2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, EP shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.

- 2.3. Invoice payments must be kept current for the work to continue. If the CLIENT fails to pay any invoice due to EP within 90 days of the date of the invoice, EP may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until EP has been paid in full all amounts due to EP and/or any of its Consultants and Subcontractors.
- 2.4. Invoicing for out -of- pocket expenses including copying, travel, and delivery (mail, overnight, personal) shall be billed at cost.

3. WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

- 3.1. The CLIENT shall at all times indemnify and save harmless EP and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants or subcontractors in connection with this project unless said loss was caused solely by EP's own negligence. For any such damage on account of any error, omission or other professional negligence, the EP's liability will be limited to the fee charged but in no case shall it exceed the limits specified in the EP's general and professional liability insurance policy.
- 3.2. EP shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of EP, including delinquent payment by CLIENT.
- 3.3. Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. EP will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by EP for future resolution. If you choose resolution, EP can act as your mediator, or relate conflicting information to a consultant or attorney of your choosing, so that a satisfactory resolution can be achieved. Upon resolution of said conflict, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

4. SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

- 4.1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide EP with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. EP shall not be responsible for damage to any undocumented or incorrectly located utilities by the surveyor.
- 4.2. EP shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify EP as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered EP take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
- 4.3. EP shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.



Wickham Works
3 Forester Ave., Unit 8
Warwick, NY 10990

June 3rd, 2024

Re: Arts in the Parks event application

To: The Warwick Village Board of Trustees,

Wickham Works seeks permission to host an Arts in the Parks evening, a free public art event in Stanley Deming Park, Warwick on Friday, July 26th, 6 - 10pm, with a rain date of Sunday, July 28, 2024. This event is part of the Village Summer Concert Series.

Program of Event

6-7pm: Short performances from local arts groups, eg. Warwick Center for the Performing Arts, Core Theatre, Paul Ellis Productions.

7-8.30pm: Doc Fry Music Sessions, featuring area youth bands, with craft tables, hosted by Wickham Works and the Warwick Valley Community Center.

8.30 - 10PM: Outdoor Movie, Back to the Future, screened on an inflatable screen, hosted by Hannah Maxwell and The Hudson Valley Film Festival.

Location requested: Bandshell, Pavilion, lawn area between the two (see attached map).

Set-up for the event would be on Friday, July 26, 4 - 6pm.

Break-down: 9.30pm - 11pm.

Parking: In addition to the public parking along Parkway, we would like to request parking on the field behind the basketball courts, entering to the left of the courts (see attached).

Power: We will require power in the pavilion and gazebo from 4pm to 11pm on.

Food: We are planning on having 2 O.C. Health Dept. permitted food trucks at the event, who will name The Village of Warwick as Additional Insured. The Warwick Fire Department, EMS and Police Department will be notified of the event.

We would like to request the following from the Village DPW:

- 2 extra garbage cans and 2 recycling bins to be positioned in the gazebo/pavilion park area.
- access to water fountains, bathrooms, and power from 4pm Friday through 11pm.

Yours sincerely,

Melissa Shaw-Smith
Wickham Works

Hannah Maxwell
Hudson Valley Film Festival

RECEIVED
JUN 11 2024
VILLAGE OF WARWICK
CLERK'S OFFICE

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

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

Date Request Submitted: 6/11/24

Title of Event: ARTS IN THE PARKS - WARWICK SUMMER CONCERT SERIES

Purpose of Event: Live music, performance, film screening outdoors

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

☐ Railroad Green ☒ Stanley-Deming Park ☐ Lewis Woodlands

☐ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 7-26-24 Rain Date Requested: 7-28-24

Arrival Time: 4pm Departure Time: 11pm

Event Start Time: 6pm Event End Time: 10pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: MELISSA SHAW-SMITH, WICKHAM WORKS

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

Mailing Address of Responsible Party: 69 WALLING RD., WARWICK, NY 10990

Email Address: mshawsmith@wickhamworks.org Cell Phone: 917-922-0943

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

Name of Organization (if Applicable): WICKHAM WORKS

Name of Organization's Director(s)/Officer(s): HANNELORE CHAMBERS

Organization's Phone: 917-922-0943 Email Address: mshawsmith@wickhamworks.org

Mailing Address of Organization: 3 Forester Ave. #8, Warwick, NY 10990

Physical Address of Organization: NY Community Center, 11 Hamilton Ave, Warwick 10990.

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 199

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

of Adults: 99 # of People Under 18: 100

Expected Number of Vehicles Intended at the Event: 40-50

Please explain the parking plan for the event: Playground parking area, lawn area to the rear + right of basketball courts [weather permitting]. If wet, Park Ave. School parking.

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

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: _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only.</i> No. of Tables _____ No. of Chairs <u>as many as possible</u>	Yes <input checked="" type="checkbox"/> No _____
Use of Electricity	Yes <input checked="" type="checkbox"/> 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 <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Please explain: _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION 5: FEES/SECURITY DEPOSIT

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

☒ \$200 Security Deposit - (Must be a Separate Payment)

☐ Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ N/A (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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

MELISSA J. SHAW-SMITH

Printed Name of Applicant/Responsible Party

M. Shaw-Smith

Signature of Applicant/Responsible Party

6-11-24

Date

Clerk Use Only: Security Deposit Check # 473 Certificate of Insurance _____ Host Liquor Liability n/a
 Fees Received n/a Park Map(s) ☒ Police Dept. Approval (if applicable) ☒
 Facility Use Calendar ☒ Parade Calendar (if applicable) n/a

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

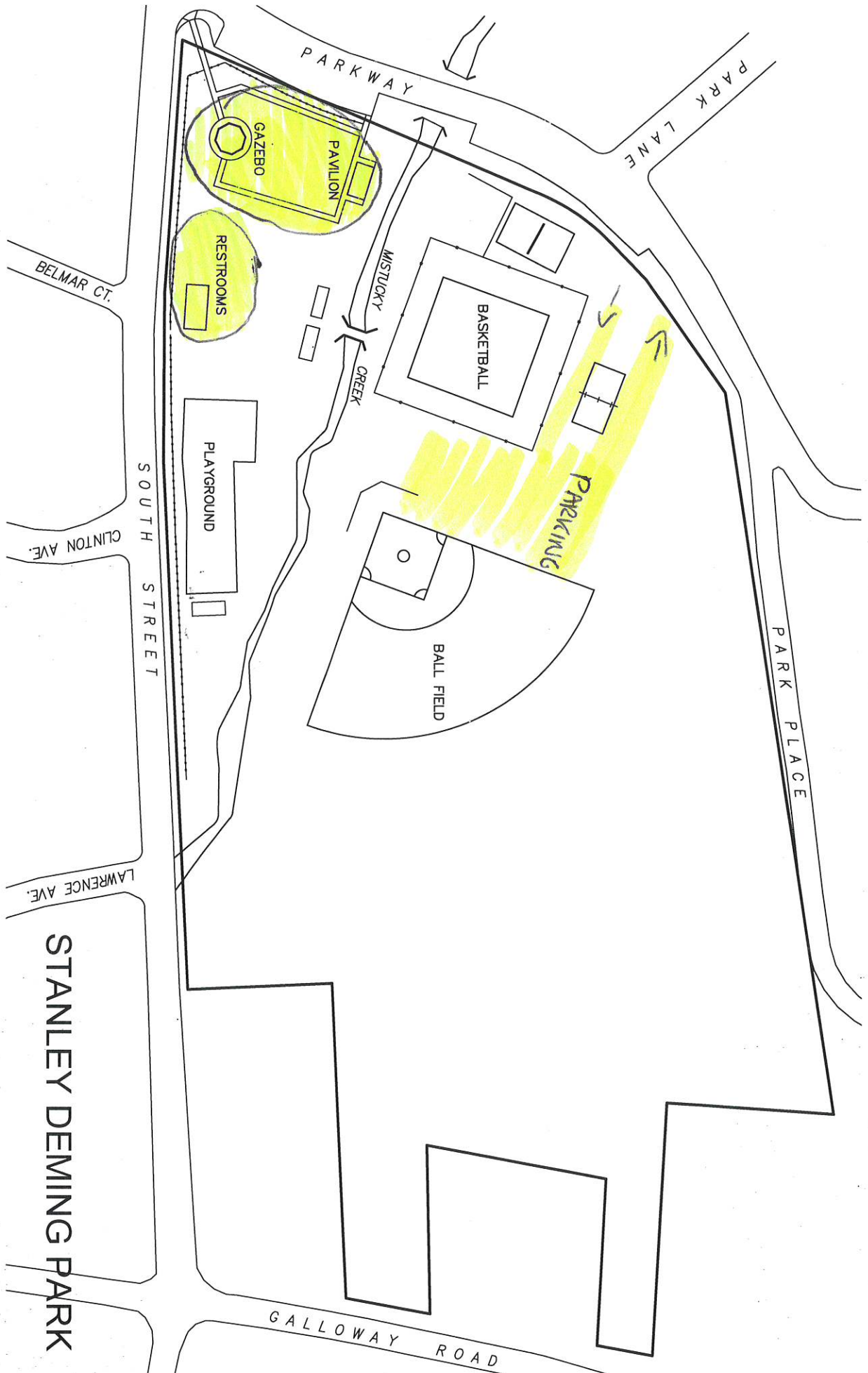
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising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

M. SHAW-SMITH
Printed Name of Applicant/Responsible Party

M. Shaw-Smith
Signature of Applicant/Responsible Party

Date 6-11-24



STANLEY DEMING PARK

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: _____

Title of Event: BSA Troop 45 Court of Awards Ceremony

Purpose of Event: End of year BBQ recognizing Scouts achievements

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands

☐ Veterans Memorial Park ☒ Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: June 24th, 2024 Rain Date Requested: _____

Arrival Time: 6:30pm Departure Time: 8:30pm

Event Start Time: 6:30pm Event End Time: 8:30pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Tim Brown / Assistant Scout Master

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

Mailing Address of Responsible Party: 19 Valley View Circle, Warwick, NY

Email Address: tbrown99@hotmail.com Cell Phone: (425) 478-8927

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

Name of Organization (if Applicable): BSA Troop 45

Name of Organization's Director(s)/Officer(s): Tim Brown / Lissette Brown / Jeff Frommeyer

Organization's Phone: _____ Email Address: _____

Mailing Address of Organization: _____

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: 100 # of People Under 18: 50

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

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: _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____</i>	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i>	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Pavilion Lights	Yes _____ No <input checked="" type="checkbox"/>

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

SECTION 5: FEES/SECURITY DEPOSIT

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

- ☒ \$200 Security Deposit - (*Must be a Separate Payment*)
- ☐ Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of BSA Troop 45 (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by BSA Troop 45 (Name Organization).

Tim Brown

Printed Name of Applicant/Responsible Party

[Signature]
Signature of Applicant/Responsible Party

6/13/24

Date

Clerk Use Only: Security Deposit Check # 2520 Certificate of Insurance ✓ Host Liquor Liability NA
 Fees Received NA Park Map(s) ✓ Police Dept. Approval (if applicable) NA
 Facility Use Calendar ✓ Parade Calendar (if applicable) NA

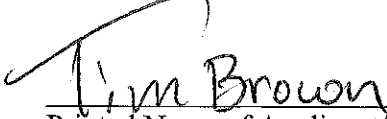
Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

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.

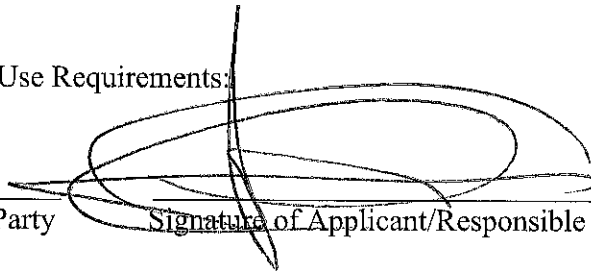
INDEMNITY & HOLD HARMLESS

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:

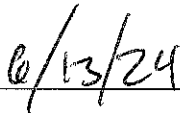

Tim Brown

Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

Date


6/13/24

