

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JUNE 5, 2023**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: April 17, May 1, May 8, May 11, and May 15, 2023.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

Announcement

1. The Village of Warwick received the Comp Alliance Leadership Award at NYCOM's Annual Meeting and Training School.
2. The Village of Warwick has been awarded an Orange County Municipal Tourism Grant in the amount of \$4,999.00.
3. Notice of FY23-24 Tax Collection.

Discussion

1. Signage at the Warwick Valley Farmers' Market.

2. Slow Down Warwick campaign.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

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

Motions

Trustee Cheney's Motions

1. Resolution Amending Schedule of Fees to Change Certain Sewer Fees

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

WHEREAS, the Village's Schedule of Fees contains a provision for sewer fees as follows,

Category	Sub-Category	Type of Fee	Amount	Notes	Code
Sewers		Permit	\$25.00		109-5
Sewers		Private Sewage Disposal Application	\$12.50		109-7
Sewers		Addition to Existing Private Sewage Disposal System	\$4.50		109-7
Sewers		Inspection Fee per unit	\$12.50		109-15C

Sewers		Tap-in Fee per unit	\$3000.00		109-15D
Sewers		Service Line in Excess of 12 feet, per linear foot	\$35.00		109-15D
	Sewer Rates Village Residents	Minimum Service Charge, for each 3-month period	\$12.25	*The fee shall be waived for sewer rates in regard to water provided to the 49 metered outdoor spigots located on the Homestead Village property. *Adopted and effective 9/21/2020	109-43
	Sewer Rates Outside Village	Minimum Service Charge, for each 3-month period	\$15.00		109-43

; and

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

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

In the Schedule of Fees, under heading “Sewers” the fees shall be revised to appear as follows:

Category	Sub-Category	Type of Fee	Amount	Notes	Code
Sewers		Permit Application Fee	\$1,200.00		109-5
Sewers		Private Sewage Disposal Application	\$1,000.00		109-7
Sewers		Addition to Existing Private Sewage Disposal System	\$1,000.00		109-7
Sewers		Inspection Fee per tap	\$1,000.00		109-15C
Sewers		Tap-in Fee per tap	\$7,000.00		109-15D
Sewers		Service Line in Excess of 12 feet, per linear foot	\$150.00		109-15D
Sewer Rates	Village Residents	Base Fee, per quarter	\$12.25	*The fee shall be waived for sewer rates in regard to water provided to the 49 metered outdoor spigots located on the Homestead Village property. *Adopted and effective 9/21/2020	109-43
Sewer Rates	Outside Village	Base Fee, per quarter	\$15.00		109-43

_____ presented the foregoing resolution which
was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. Resolution Amending Schedule of Fees to Change Certain Water Fees

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

WHEREAS, the Village's Schedule of Fees contains a provision for water fees as follows,

Category	Sub-Category	Type of Fee	Amount	Code
Water		Water Service Application Fee per unit	\$3000.00	141-6
Water	Cost of service pipes	¾" service	\$3,000.00	141-33
Water	Cost of service pipes	1-inch or over Service or through frozen ground or unusual obstacles	Actual Cost to Village, including inspection	141-33
Water	Meter installation charges, based on size of meter	5/8"x3/4" with generator register with connections	\$500.00	141-36

Water	Meter Installation charges, based on size of meter	3/4" with generator with connections	\$550.00	141-36
Water	Meter Installation charges, based on size of meter	1" with generator with connections	\$650.00	141-36
Water	Other Fees	Initial Bill Fee	\$24.50	
Water	Minimum Service Charge, per quarter	Village Users	\$12.25	141-32A&B
Water	Minimum Service Charge, per quarter	Outside Village Users	\$15.00	141-32C&D

; and

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

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

In the Schedule of Fees, under heading "Water" the fees shall be revised to appear as follows:

Category	Sub-Category	Type of Fee	Amount	Code
Water		Water Service Application Fee per tap	\$1,600.00	141-6
Water	Cost of service pipes and tap	Up to and including 1" service	\$9,000.00	141-33

Water	Cost of service pipes	Over 1-inch Service or through frozen ground or unusual obstacles	Actual Cost to Village	141-33
Water	Other Fees	New Account Fee	\$50.00	
Water	Village Residents	Base Fee, per quarter	\$12.25	141-32A&B
Water	Outside Village	Base Fee, per quarter	\$15.00	141-32C&D

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

Water	Meter installation charges, based on size of meter	5/8"x3/4" with generator register with connections	\$500.00	141-36
Water	Meter Installation charges, based on size of meter	3/4" with generator with connections	\$550.00	141-36
Water	Meter Installation charges, based on size of meter	1" with generator with connections	\$650.00	141-36

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

Water	Meter Installation charges	Up to and including 1"	\$1,200.00	141-36
Water		Inspection Fee per tap	\$1,200.00	

_____ presented the foregoing resolution which
was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

3. **MOTION** to accept the bid from TAM Enterprises, Inc. in the amount of \$128,814.18 for the South Street Sidewalk Replacement Project as part of the 2022 CDBG grant project for the South Street Sidewalk ADA Improvements between Second and Third Street as per the recommendation of Village Engineer, Jane Samuelson of Engineering & Surveying Properties.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

4. **MOTION** to accept the proposal for engineering services from Barton & Loguidice dated May 26, 2023, for Water Infrastructure Improvement Act Grant Application Services and authorize the Mayor to sign the amendment to the Master Services Agreement with Barton & Loguidice for a lump sum cost of \$4,100.

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 Village of Warwick Employee, Jason Makuch, to carry over 4.5 vacation days.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

6. **MOTION** to grant permission to the Warwick Fire Department to use Veterans Memorial Park to hold their annual carnival per their letter dated April 18, 2023. Set up to begin on Sunday, June 18, 2023, and breakdown will be completed by Monday, June 26, 2023. The carnival will be open to the public from 6:00 p.m. to 10:00 p.m. Wednesday, June 21, 2023, through Friday, June 23, 2023, and from 6:00 p.m. to 11:00 p.m. on Saturday, June 24, 2023. Fireworks are scheduled for Saturday, June 24, 2023, with a rain date of Sunday, June 25, 2023. Request includes use of alcohol in the park. Completed park permit, insurance and Host Liquor Liability have been received. Approval is pending NYMIR's confirmation of acceptable insurance coverage.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

7. **A RESOLUTION TO RENEW, RENEW and AMEND, and/or EXECUTE A NEW 3- YEAR COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE VILLAGE OF WARWICK TO PARTICIPATE IN THE ORANGE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS PROGRAMS, AND EMERGENCY SOLUTIONS GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026 (AND SUCCESSIVE THREE-YEAR QUALIFICATION PERIODS), PURSUANT TO TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, THE CRANSTON GONZALEZ NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED, AND SUBTITLE B OF TITLE IV OF THE MCKINNEY-VENTO HOMELESS ASSISTANCE ACT OF 1987, AS AMENDED.**

WHEREAS, the Secretary of Housing and Urban Development of the United States is authorized under Title I of the Housing and Community Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended to make grants to states and other units of general local government to help finance Community Development and Affordable Housing Programs; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept, and expend funds made available through the State, pursuant to the provision of any Federal law which is not inconsistent with the statutes or

condition of this State, in order to administer, conduct or participate with the Federal Government in programs relating to the general welfare of the inhabitants of such municipal corporation; and;

WHEREAS, a number of municipalities have requested participation and the County of Orange had determined that it is desirable and in the public interest that it make application for Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) funds as an Urban County; and

WHEREAS, participation by the County of Orange as an Urban County in the Community Development, HOME, and ESG Programs requires that municipalities and the County of Orange cooperate to undertake or assist in undertaking essential community housing and development activities that benefit low and moderate income people; and

WHEREAS, the Village of Warwick agrees to participate in eligible activities to be conducted under the Orange County Urban County Entitlement Community Development Block Grant Program; and

WHEREAS, the Mayor is authorized to renew, renew and amend, and/or execute a Cooperation Agreement and send notice of this election to the U.S. Department of Housing and Urban Development at the New York Field Office; and

WHEREAS, the aforesaid activities are in the best interest of the Village of Warwick; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Municipality that the Mayor is authorized to renew, renew and amend, and/or execute the Urban County CDBG Cooperation Agreement with the County of Orange to participate in the Orange County Urban County Entitlement Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Solutions Grant pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended for the program years commencing Federal Fiscal Years 2024, 2025 and 2026 (and successive three-year qualification periods); and

BE IT FUTHER RESOLVED, that this resolution shall take effect immediately upon its enactment, as provided by law.

_____ presented the foregoing resolution which was seconded by
_____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting	_____
Thomas McKnight, Trustee, voting	_____
Mary Collura, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment

Village of Warwick Receives Comp Alliance Leadership Award at NYCOM's Annual Meeting and Training School

Village Recognized For its Leadership Efforts to Keep its Employees Safe

May 18, 2023

Bolton Landing, NY – In recognition of its commitment to employee safety and creating a safe work environment, the Village of Warwick was presented with the *2023 G. Jeffrey Haber Leadership Award* by the New York State Municipal Workers' Compensation Alliance (Comp Alliance). The award was presented as a testament to the efforts the village has made to minimize workplace injuries and its commitment to the health and wellbeing of its employees.

The award was announced to more than 300 city and village officials from across the state who were in attendance at the Annual Meeting and Training School of the New York State Conference of Mayors and Municipal Officials (NYCOM). The award was accepted by Village of Warwick Mayor Michael Newhard.

"The village's initiatives to create a safe work environment for its employees, through improvements to its facilities, motor vehicle safety training and its active safety committee, have yielded results. Its commitment to safety has minimized the amount of time its employees lose due to workplace injury, and is truly an example for all of our members," Comp Alliance Executive Director Michael Kenneally said.

Comp Alliance is a workers' compensation group self-insurance program exclusively for New York State municipalities. Formed in 1994 with eight initial members, the Comp Alliance is approaching 350 members throughout the state. It is sponsored by NYCOM and the Association of Towns of the State of New York.

NYCOM serves city and village officials by providing training, information services, technical and legal assistance, advocacy and access to exceptional insurance programs such as the Comp Alliance.



Pictured (L-R): Francis X. Murray, President, NYCOM, Michael Kenneally, Executive Director, Comp Alliance, Michael Newhard, Mayor, Village of Warkick, Barry Cheney, Deputy Mayor, Village of Warwick.



Steven M. Neuhaus
County Executive

Amanda Dana
Director of Tourism

May 5, 2023

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

Dear Mayor Newhard,

Orange County is pleased to inform you that the Village of Warwick has been awarded a Municipal Tourism Grant in the amount of \$4,999.00.

We thank the Village of Warwick for its application, and for its continued efforts to host great events that are such an asset to the community. Best of luck with this event and those to follow.

We look forward to working with you again.

Sincerely,

Steven M. Neuhaus
County Executive

Amanda Dana
Director of Tourism & Film

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

LEGAL NOTICE PUBLICATION OF NOTICE OF COLLECTION OF TAXES REAL PROPERTY TAX LAW SEC. 1428

NOTICE IS HEREBY GIVEN that the fiscal year 2023-2024 Village of Warwick tax roll and warrant have been delivered to the Village of Warwick for the collection of taxes levied on such roll. **The Village of Warwick tax payment schedule is as follows:**

- **June 1 – July 1, no penalty.**
- July 2 – July 31, 5% penalty;
- August 1 – August 31, 6% penalty;
- September 1 – September 30, 7% penalty;
- October 1 – October 31, 8% penalty.
- After these dates, Village taxes are payable to the Orange County Commissioner of Finance in Goshen, NY from Nov. 1 through Nov. 15. Unpaid taxes after November 15 will be re-levied onto the January County/Town tax bill.

Payment Methods:

- Online at www.villageofwarwick.org (fees apply)
- By mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990
- Secure night drop: Located on the front of Village Hall, 77 Main Street, Warwick, NY.
- In person: Village Hall, 77 Main Street, Warwick, NY 10990 Monday through Friday, excluding holidays, between the hours of 8:30 a.m. and 4:00 p.m.

**RAINA ABRAMSON
VILLAGE CLERK
VILLAGE OF WARWICK
NEW YORK**

Dated: May 11, 2023

Water and Sewer Proposed Fee Changes

Department	Fee Description	Fee Amount	Code Ref
Sewer- Now	Permit	\$25.00	109-5
Change to:	Permit Application Fee	\$1200.00	
Sewer- Now	Private Sewage Disposal Application	\$12.50	109-7
Change to:	Private Sewage Disposal Application	\$1000.00	
Sewer- Now	Addition to Existing Private Sewage Disposal System	\$4.50	109-7
Change to:	Addition to Existing Private Sewage Disposal System	\$1000.00	
Sewer- Now	Inspection Fee per unit	\$12.50	109-15C
Change to:	Inspection Fee per tap	\$1000.00	
Sewer- Now	Tap-in Fee per unit	\$3000.00	109-15D
Change to:	Tap-in Fee per tap	\$7000.00	
Sewer- Now	Service Line in Excess of 12 feet, per linear foot	\$35.00	109-15D
Change to:	Service Line in Excess of 12 feet, per linear foot	\$150.00	
Sewer Rates - Now	Village Residents, Minimum Service Charge, for each 3-month period		
Change to:	Base Fee, per quarter		
Sewer Rates- Now	Outside Village, Minimum Service Charge, for each 3-month period		
Change to:	Base Fee, per quarter		
Water-Now	Water Service Application Fee per unit	\$3000.00	141-6
Change to:	Water Service Application Fee per tap	\$1600.00	
Water-Now	Cost of Service Pipes- ¾" service	\$3000.00	141-33
Change to:	Cost of Service Pipes and Tap- up to and including 1" service	\$9000.00	
Water-Now	1-inch or over Service or through frozen ground or unusual obstacles	Actual Cost to Village, including inspection	141-33
Change to:	Over 1-inch Service or through frozen ground or unusual obstacles	Actual Cost to Village	

Water-Now	Meter Installation charges, based on size of meter 5/8"x3/4" with generator register with connections	\$500.00	141-36
Change to:	Delete line in entirety		
Water-Now	Meter Installation charges, based on size of meter 3/4" with generator with connections	\$550.00	141-36
Change to:	Delete line in entirety		
Water-Now	Meter Installation charges, based on size of meter 1" with generator with connections	\$650.00	141-36
Change to:	Meter Installation charges, up to and including 1"	\$1200.00	
Water- Now	Initial Bill Fee	\$24.50	
Change to:	New Account Fee	\$50.00	
Water- Now	Minimum Service Charge, per quarter, Village Users		
Change to:	Base Fee, per quarter		
Water- Now	Minimum Service Charge, per quarter, Outside Village Users		
Change to:	Base Fee, per quarter		
Water- Add	Water Tap Inspection Fee	\$1200.00	



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 16, 2023

Village of Warwick
77 Main Street
Warwick, NY 10990

ATTN: Raina Abramson

**RE: W.O. # 1800.68
SOUTH STREET SIDEWALK REPLACEMENT
BID OPENING SUMMARY**

Dear Ms. Abramson,

Below are the results of the March 31, 2023 bid opened for the South Street Sidewalk Replacement project. There were three bid packages received before the noon deadline, which are listed in the order they were opened.

TAM Enterprises, Inc.	\$128,814.18
McCarey Landscaping, Inc.	\$230,711.64
Integrity General Contractors, Inc.	\$421,442.30

Upon thoroughly reviewing the proposals, we recommend that TAM Enterprises, Inc. be awarded the contract for the sidewalk replacement.

If you have any additional questions and/or comments, please don't hesitate to contact me.

Sincerely,

Jane E. Samuelson, P.E.
Engineering & Surveying Properties, PC

Name of Municipality: Village of Warwick
Project Name: South Street Sidewalk ADA Improvements
Date: March 31, 2023

ITEM #	DESCRIPTION	UNIT	Bids Received		
			TAM Enterprises, Inc.	McCarey Landscaping	Integrity General Contractors
			UNIT PRICE	UNIT PRICE	UNIT PRICE
0	Sawcut & Demolition Work by Others	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1	Mobilization/Demobilization	L.S.	\$ 11,500.00	\$ 9,148.28	\$ 33,469.80
2	Maintenance & Protection of Traffic	L.S.	\$ 2,006.00	\$ 24,053.72	\$ 137,760.00
3	*Concrete Sidewalks (Minimum 4-ft wide)	Lin. Ft.	\$ 67.71	\$ 139.10	\$ 117,680.30
4	*Concrete Curb	Lin. Ft.	\$ 34.25	\$ 63.03	\$ 45,756.00
5	*Asphalt pavement	Sq. Ft.	\$ 20.94	\$ 12.84	\$ 25,092.00
6	*Modular Block Retaining Wall	Sq. Ft.	\$ 111.26	\$ 78.14	\$ 29,938.20
7	*ADA Drop Curb Landing w/ Detectable Warning Pad	Each	\$ 1,014.02	\$ 4,827.37	\$ 7,503.00
8	*ADA Sidewalk Ramp	Each	\$ 1,086.45	\$ 1,212.65	\$ 7,503.00
9	*New Steps to Connect to existing steps (3 Locations)	L.S.	\$ 4,300.00	\$ 9,244.32	\$ 6,740.40
10	*Reset Existing Bluestone Slabs	Lin. Ft.	\$ 32.86	\$ 151.41	\$ 6,000.00
11	Replacement Sign	Each	\$ 1,500.00	\$ 1,362.50	N/A
12	Pedestrian Crosswalk	Each	\$ 5,300.00	\$ 632.50	N/A
13	Topsoil, Seed & Mulch	Sq. Ft.	\$ 9.07	\$ 3.42	\$ 4,000.00
*Includes all base & sub-base materials			\$ 128,814.18	\$ 230,711.64	\$ 421,442.30



May 26, 2023

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

Re: 2023 WIIA Grant Application Services

File: 1334.015.003

Dear Mayor Newhard:

Barton & Loguidice (B&L) is pleased to provide you with a proposal to assist in the preparation and submission of a NYS Water Infrastructure Improvement Act (WIIA) grant and associated supporting documents. Applications are due to the NYS Environmental Facilities Corporation (EFC) no later than July 28, 2023 at 5:00 p.m.

Scope of Service

Details of our approach and Scope of Service are summarized as follows:

1. Modify the opinion of probable cost estimate, if needed, previously completed in the approved Preliminary Engineering Report (PER).
2. Prepare a WIIA Grant application update for the Village via the new on-line application, supported by required information to be assembled by the Village. WIIA grant prerequisites generally include:
 - a. Preliminary Engineering Report (previously completed, cost evaluation).
 - b. SEQR (previously completed).
 - c. SHPO determination (previously completed).
 - d. Bond Resolution, if needed (by others).
 - e. Board Resolution (by others).
3. Assist the Village with finalizing and submitting the application prior to the deadline.

Fee Proposal

For the Scope of Service presented above, B&L proposes to be compensated on a Lump Sum basis in the total amount of \$4,100. Should additional work be required beyond the initial fee, B&L will bill the work based on its current 2023 billing rates.



Michael J. Newhard, Mayor
Village of Warwick
May 26, 2023
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If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', written in a cursive style.

Donald H. Fletcher
Senior Vice President

JAB2/tlh

Attachment

Authorization

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

Michael J. Newhard, Mayor
Village of Warwick

Date

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

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

1.0 Basic Agreement

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

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

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

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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

WARWICK FIRE DEPARTMENT

CHIEF – MICHAEL CONTAXIS
Wfd634c@yahoo.com

1ST ASST CHIEF – ANDREW LEMIN
FFLEMIN3106@yahoo.com

2ND ASST. CHIEF – KELLY BROCK
Kbrock915@gmail.com

SAFETY OFFICER – CHRIS DIMARCO
Biggums151@yahoo.com



PRESIDENT – MELISSA STEVENS
Melissa_stevens@yahoo.com

VICE PRESIDENT ROBERT PAVLICK
ROBB.PAVLICK@gmail.com

SECRETARY – DEB SCHWEIKART
DLSWARWICK@GMAIL.COM

TREASURER – BILL LINDBERG
lindberg652@gmail.com

April 18, 2023

Board of Trustees Village of Warwick
PO Box 369
Warwick, NY 10990

Re: 2023 Warwick Fire Department Carnival

Dear Members of the Village Board:

Please be advised that the Warwick Fire Department plans to hold its annual carnival this year in Veterans Memorial Park. The Carnival will run from Wednesday June 21st to Saturday June 24th, 2023. Set up for the event will begin on Sunday June 18th, and breakdown and clean-up will be completed by June 26th. The Carnival will be open from 6:00 PM to 10:00 PM Wednesday through Friday and 6:00 PM to 11:00 PM on Saturday. Fireworks are scheduled for Saturday, June 24th, with a rain date of Sunday, June 25th. An application for the use of the park has been submitted, with the map marked indicating the use of the whole park, that will be used for setting up and operation of the carnival.

Per the Village of Warwick Facility Use Request Information: The Carnival will provide food and rides at a cost to the attendees. A detailed map is attached to the facility request. The Warwick Fire Department will provide garbage disposal containers and porta pottys. The Warwick Police Department, Warwick Fire Department and Warwick Ambulance have been notified of the Carnival. The Warwick Fire Department will provide lights as needed. The required insurance certificates and paperwork is attached.

Please feel free to contact me with any questions at (845) 494-3810 or by email warwickfire150@gmail.com

Deborah Schweikart
Secretary



VILLAGE OF WARWICK

INCORPORATED 1867

Warwick Fire Department Carnival – 2023 Checklist

The following items must be received by the Village Clerk ***at least 90 days prior to the desired Board meeting*** for which they will go before the Village Board for consideration:

ALL REQUESTS & INSURANCE MUST REFLECT ALL DATES OF THE EVENT

1. Forms the Warwick Fire Department needs to provide to the Village of Warwick

☒ Cover letter as specified on the 'Facility Use Request Instructions for Gatherings Greater Than 200 People', the details all the events taking place such as carnival, fireworks, etc., including:

- ☒ A statement specifying whether food or beverage is intended to be prepared, served or distributed. If food or beverages are intended to be prepared, sold or distributed, a statement specifying the method of preparation and distribution of such food or beverage such as food trucks or open grills and the method of disposing of garbage, trash, rubbish or any other refuse arising therefrom. If food or beverage is to be prepared, sold and distributed, a plan or drawing to scale must be attached to the application showing the buildings or other structures from which the food or beverages shall be prepared, sold or distributed.

****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.***

- ☒ A statement specifying that the Warwick Police Department, Warwick Fire Department, and Warwick EMS have been notified of the event, including any recommendations from the aforesaid Departments.
- ☒ A statement specifying whether any outdoor lights or signs are to be utilized, and, if so, a map showing the number, location, size, type of such lights and signs.
- ☒ A statement specifying whether any camping or housing facilities are to be available, and, if so, a plan drawn to scale showing the intended number and location of the same.

- ☒ A statement specifying the contemplated duration of assembly and use.
- ☒ A detailed map showing the location of the event including any structures to be erected for the purpose of the assembly.
- ☒ A plan drawn to scale showing the layout of any parking area for motor vehicles, including disability parking spots and the means of egress from and ingress to such parking area.
- ☒ Completed Village of Warwick 'Facility Use Permit Application for Gatherings Greater Than 200 People on Village-Owned Property'
- ☐ \$500 security deposit – *WFD is exempt
- ☒ Certificate of Insurance from the Warwick Fire Department to the Village of Warwick including the primary and non-contributory basis form (*form ACORD 25*)
 - *COI must include required limits as specified in the 'Facility Use Permit Application for Gatherings Greater Than 200 People on Village-Owned Property'
 - *COI must include **Host Liquor Liability Coverage** if applicable.
 - *Liability coverage must include mechanical rides / bounce houses/ inflatable slides
- ☒ Warwick Fire District Policy Endorsement, Addition of Primary and Noncontributory
- ☒ Warwick Fire District Policy Endorsement, Deletion of Exclusion

2. Forms required from July 4 Ever Fireworks

- ☒ Signed contract between July 4 Ever Fireworks and Warwick Fire Department.
- ☒ Proof of Worker's Compensation from July 4 Ever Fireworks to The Village of Warwick
- ☒ Proof of Worker's Compensation from July 4 Ever Fireworks to The Warwick Fire Dept / District
- ☒ Certificate of Insurance from July 4 Ever Fireworks to the Village of Warwick including the primary and non-contributory basis form (*form ACORD 25*)
- ☒ Certificate of Insurance from July 4 Ever Fireworks to the Warwick Fire Dept / District including the primary and non-contributory basis form (*form ACORD 25*)
- ☒ Proof of Disability (DB-120.1 (10-17)) from July 4 Ever Fireworks to The Village of Warwick
- ☒ Proof of Disability (DB-120.1 (10-17)) from July 4 Ever Fireworks to Warwick Fire Dept / District

☒ Commercial General Liability (ECG 20 592 05 09) - Name of Additional Insured Person(s) or Organization(s) – Village of Warwick and Warwick Fire District / Department

3. Forms required from Gillette Shows

☒ Signed Agreement between Gillette Shows, LLC and Warwick Fire Department to furnish a combination of rides and concessions known as Gillette Shows

☒ Signed Indemnity and Hold Harmless Agreement between Gillette, The Warwick Fire Dept / District, and Village of Warwick

☒ Certificate of Insurance from Gillette Shows Inc. to the Warwick Fire District and Warwick Fire Department including the primary and non-contributory basis form (*form ACORD 25*)

☒ Non-Contributory Endorsement for Additional Insureds from Gillette Shows, Inc. to the Warwick Fire District and Warwick Fire Department (LD-20287)

☒ Certificate of Insurance from Gillette Shows Inc. to the Village of Warwick including the primary and non-contributory basis form (*form ACORD 25*)

☒ Non-Contributory Endorsement for Additional Insureds from Gillette Shows, Inc. to the Village of Warwick, trustees, employees, and agents (LD-20287)

☒ Commercial General Liability (CG 20 26 07 04) - Name of Additional Insured Person(s) or Organization(s) – Warwick Fire District and Warwick Fire Department

☒ Commercial General Liability (CG 20 26 07 04) - Name of Additional Insured Person(s) or Organization(s) – The Village of Warwick, its trustees, employees, and agents

☒ Proof of Worker's Compensation (C-105.2 (9-07) from Gillette Shows, Inc to The Village of Warwick, its trustees, employees, and agents

☒ Proof of Worker's Compensation (C-105.2 (9-07) from Gillette Shows, Inc to Warwick Fire Dept / District, its trustees, employees, and agents

☒ Proof of Disability (DB-120.1 (10-17) from Gillette Shows to The Village of Warwick

☒ Proof of Disability (DB-120.1 (10-17) from Gillette Shows to Warwick Fire Dept / District

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

Date Request Submitted: January 30, 2023

Title of Event: Warwick Fire Department Carnival

Purpose of Event: Fire Department Fundraiser

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 18th to June 26th Rain Date(s) Requested: _____

Arrival Time: 0900 Departure Time: 5 PM

Event Start Time: 5 PM Event End Time: 11 PM

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Deborah Schweikart, Warwick Fire Department

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

Mailing Address of Responsible Party: PO Box 31
Warwick, NY 10990

Residential Address of Responsible Party: 72 Southern Lane, Warwick, NY 10990

Email Address: warwickfire150@gmail.com Cell Phone: 845-494-3810

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

Name of Organization (if Applicable): Warwick Fire Department

Organization's Phone: 845-986-fire Email Address: warwickfire150@gmail.com

Name of Organization's Director(s)/Officer(s): Melissa Stevens, President

Mailing Address of Organization: PO Box 31
Warwick, NY 10990

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

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: over 200

of Adults: _____ # of Under 18 Yrs. Old: _____

Expected Number of Vehicles Intended at the Event: over 100

Please explain the parking plan for the event: Warwick Fire Department Fire Police will park cars as they enter Memorial Park

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain: The music will be from amusement rides</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: June 20, both fire and ems 1st field</i> <i>Date & time tent will be removed: June 25 after noon</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

RVs, Campers, Food Trucks, etc. If yes, explain: <u>Carnival will have RV's, food trucks and campers</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Admission Fee to Be Charged If yes, please list the admission fee: <u>No Admission - cost for rides and games</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> ***
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: <u>Food will be sold by vendors of carnival - disposal bins will be provided</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 <input type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: <u>Supplied by Carnival</u> <i>Additional contract(s) and/or insurance is required.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Please explain: _____	Yes <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
Use of Electricity	Yes <input type="checkbox"/> 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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Memorial Park Pavilion Lights	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

TOTAL FEE: \$ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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

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

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

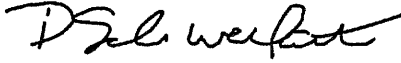
Deborah Schweikart  1-30-23
 Printed Name of Applicant/Responsible Party Signature of Applicant/Responsible Party Date

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

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:

Deborah Schweikart

Printed Name of Applicant/Responsible Party

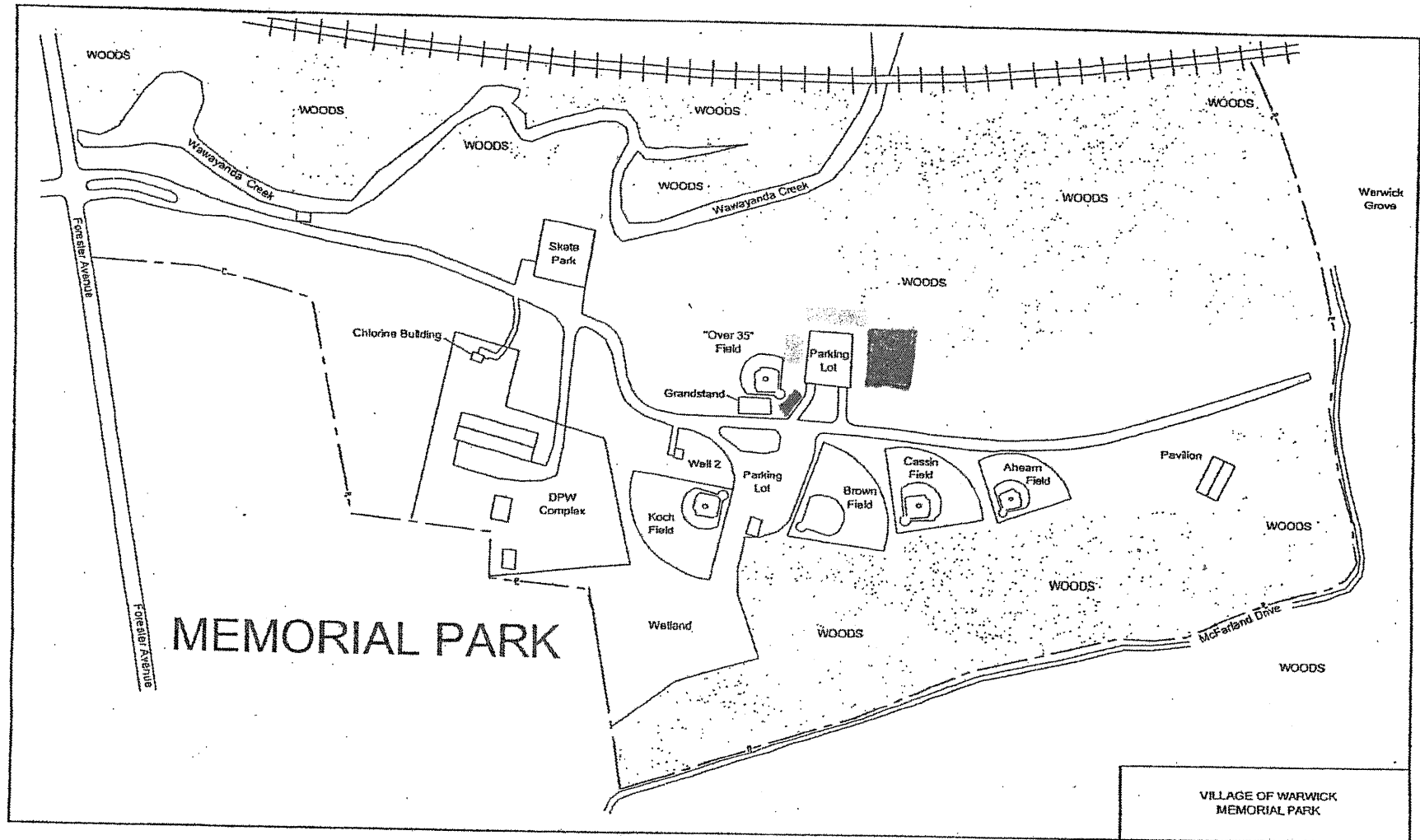


Signature of Applicant/Responsible Party

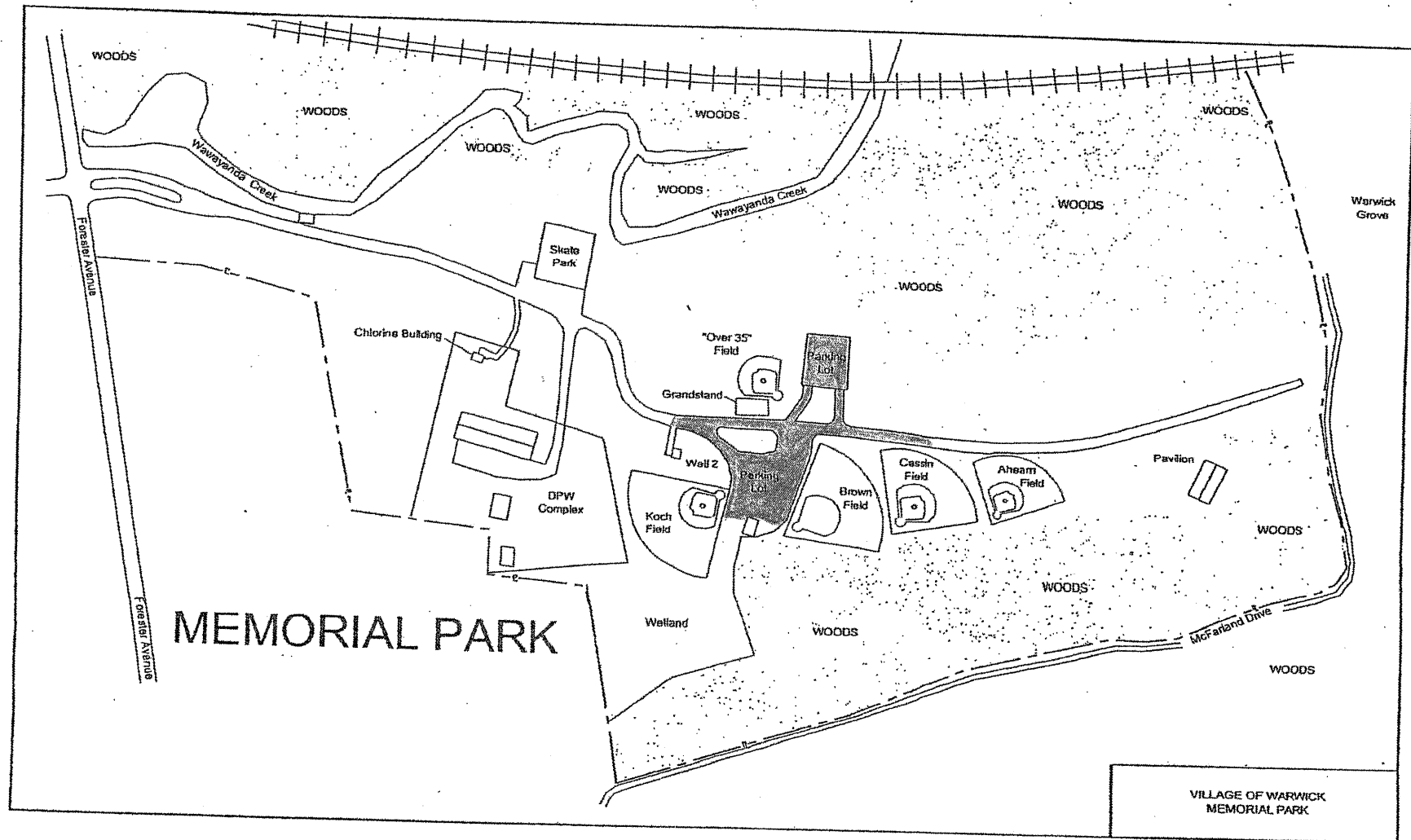
1-30-23

Date

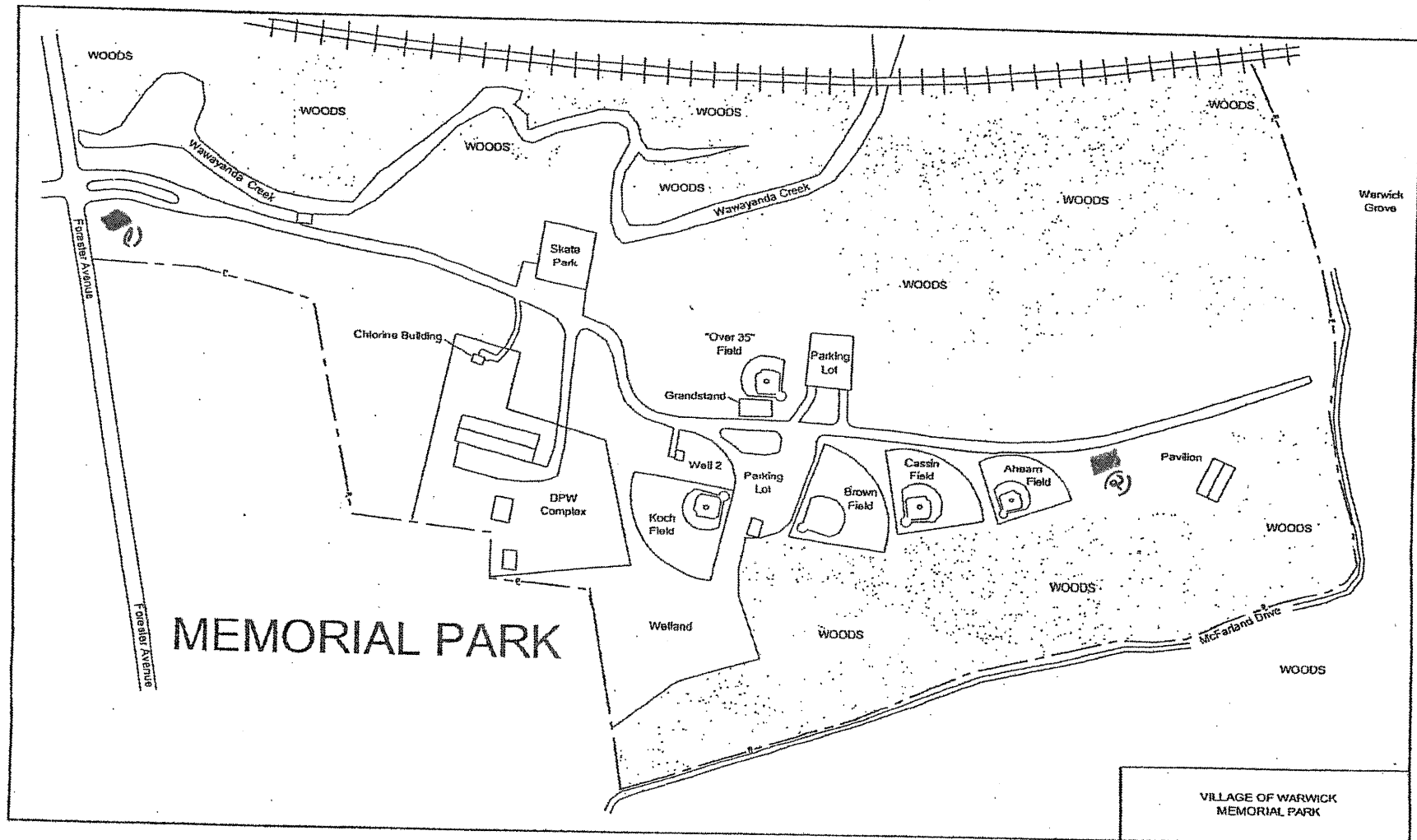
- Generator Trailers
- Camper / Housing



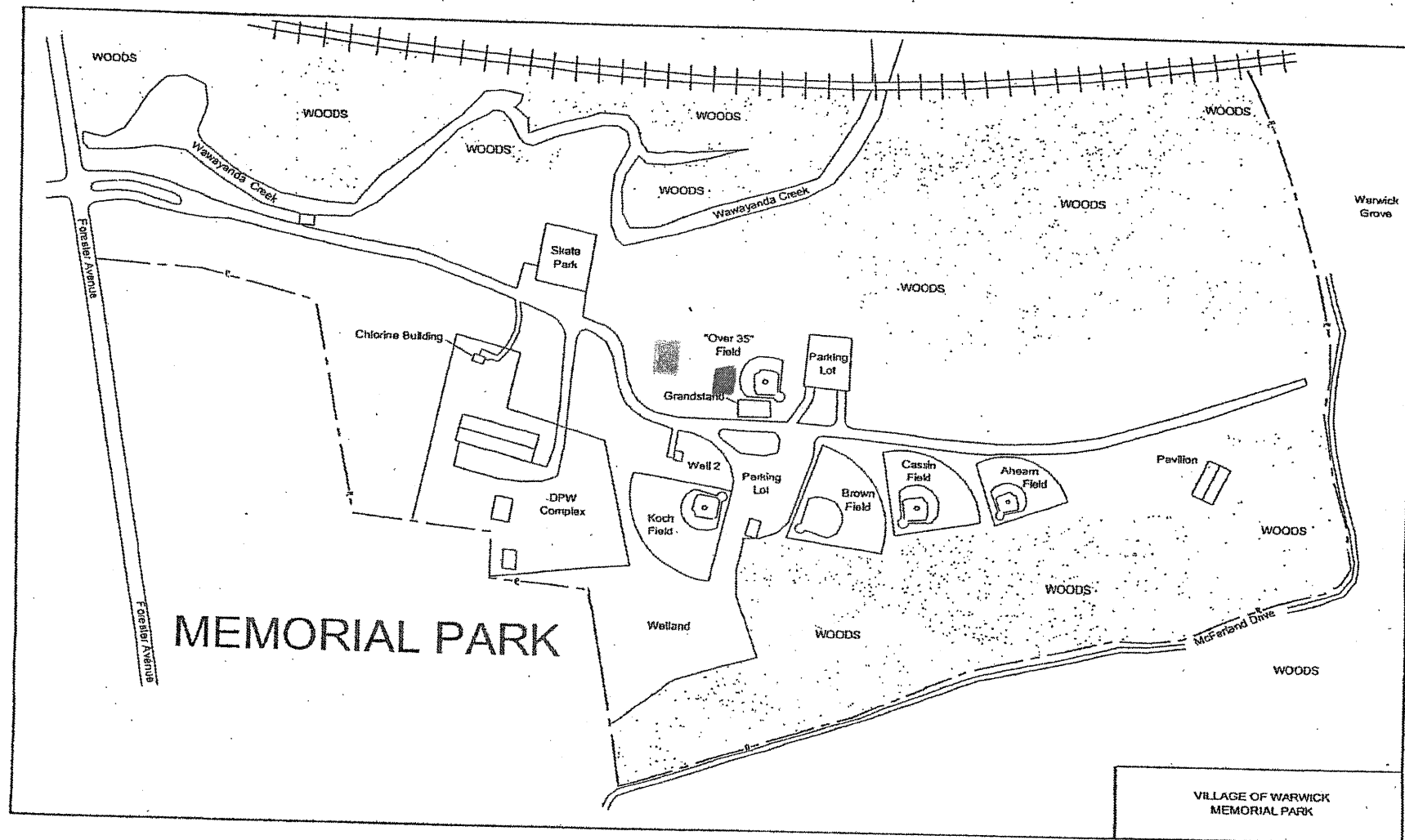
Area Carnival setup
Rides and Concessions



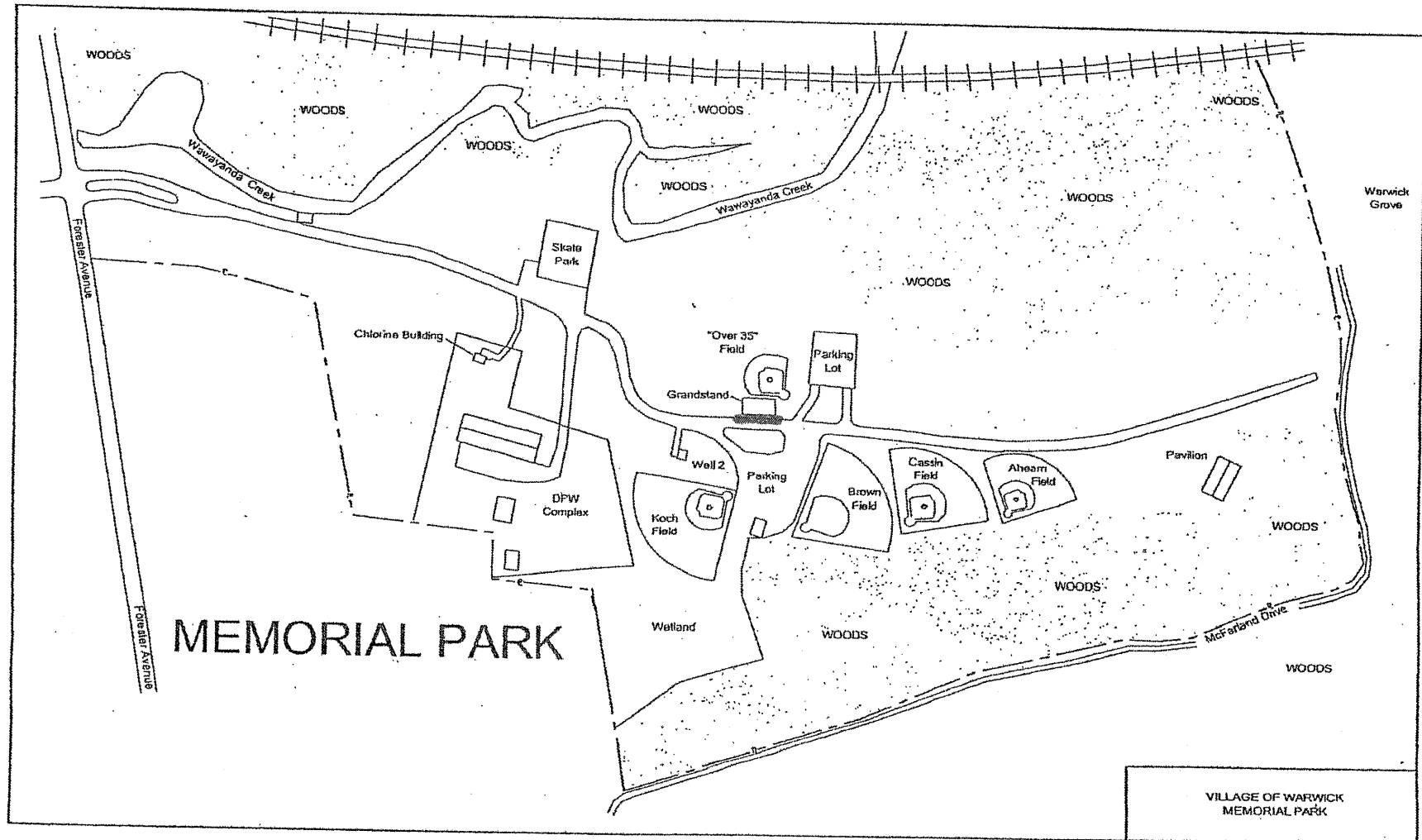
- Light Towers (Gas powered, 4x3, 4-6 Lights)
- (1) Borrowed from Village of Warwick
 - (2) Borrowed from OC Sheriff



- Fire Tent
- EMS Tent

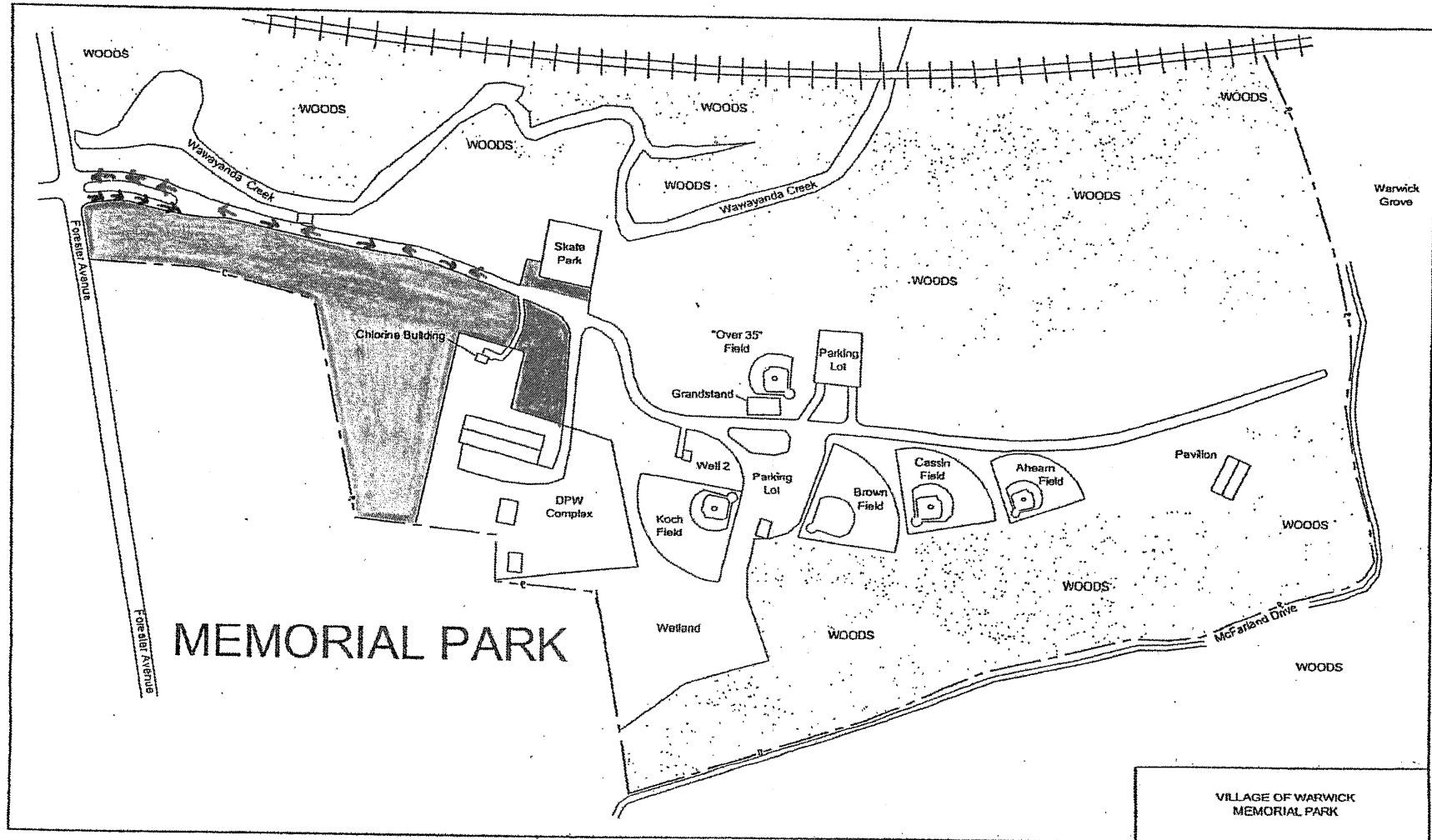


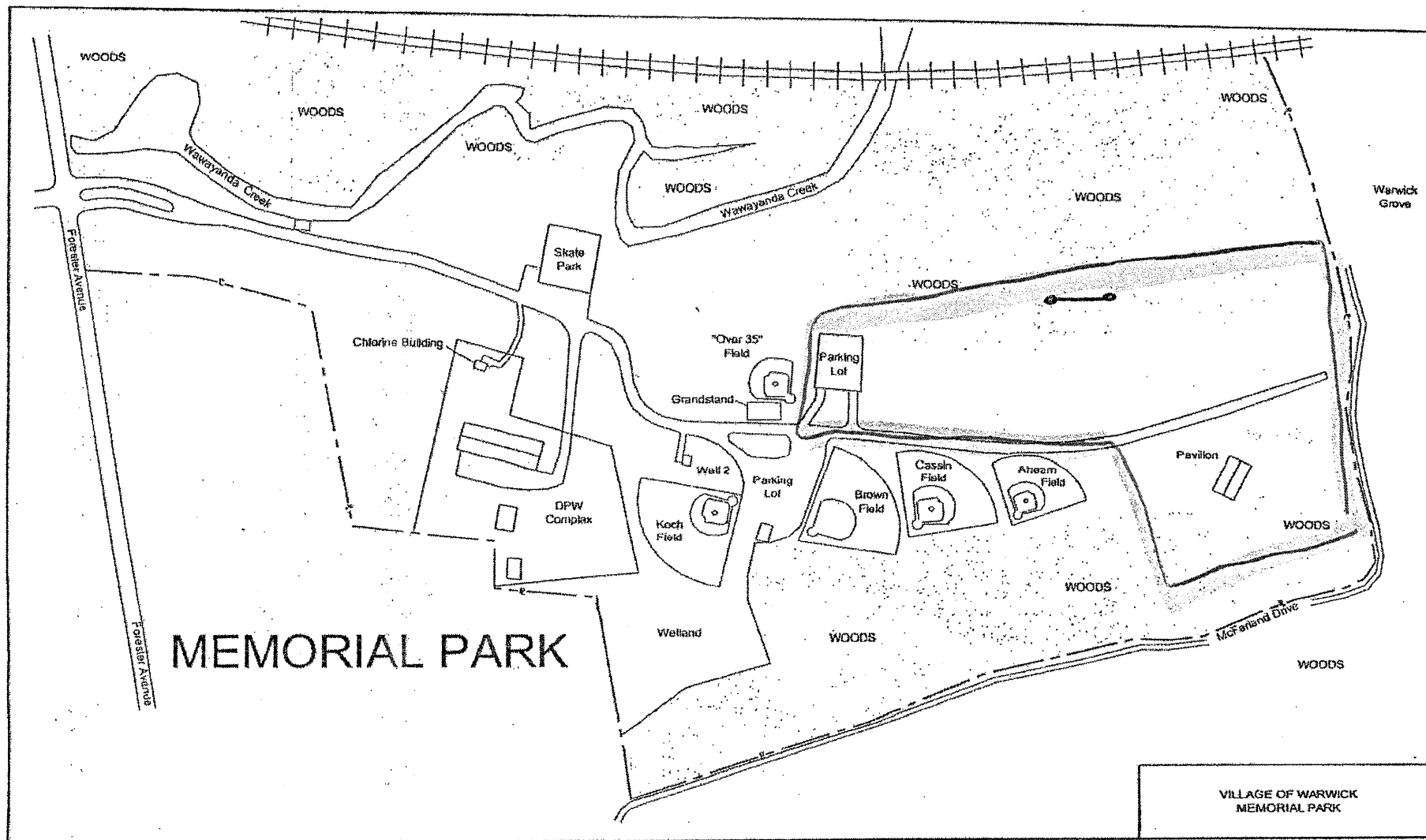
Portable Toilets

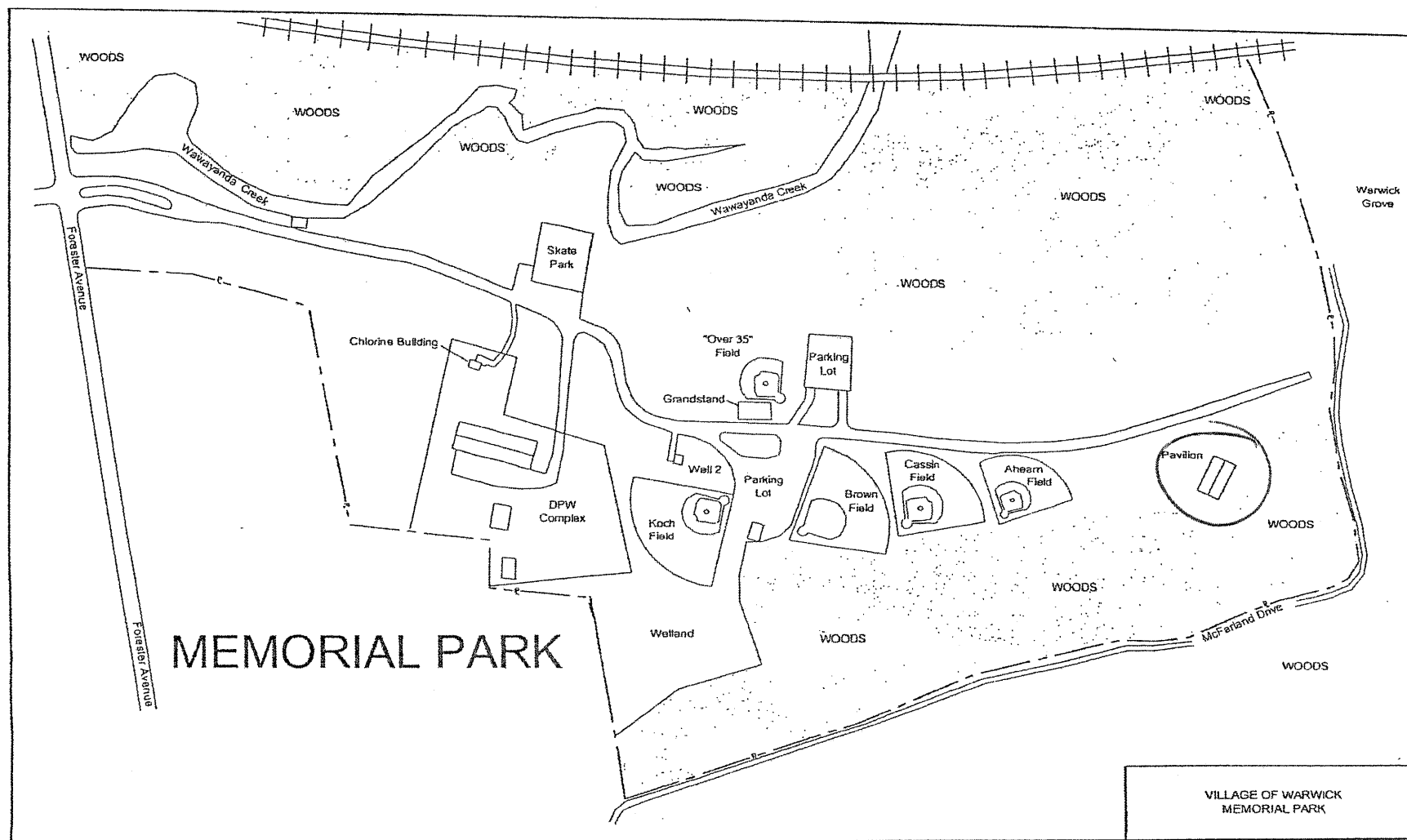


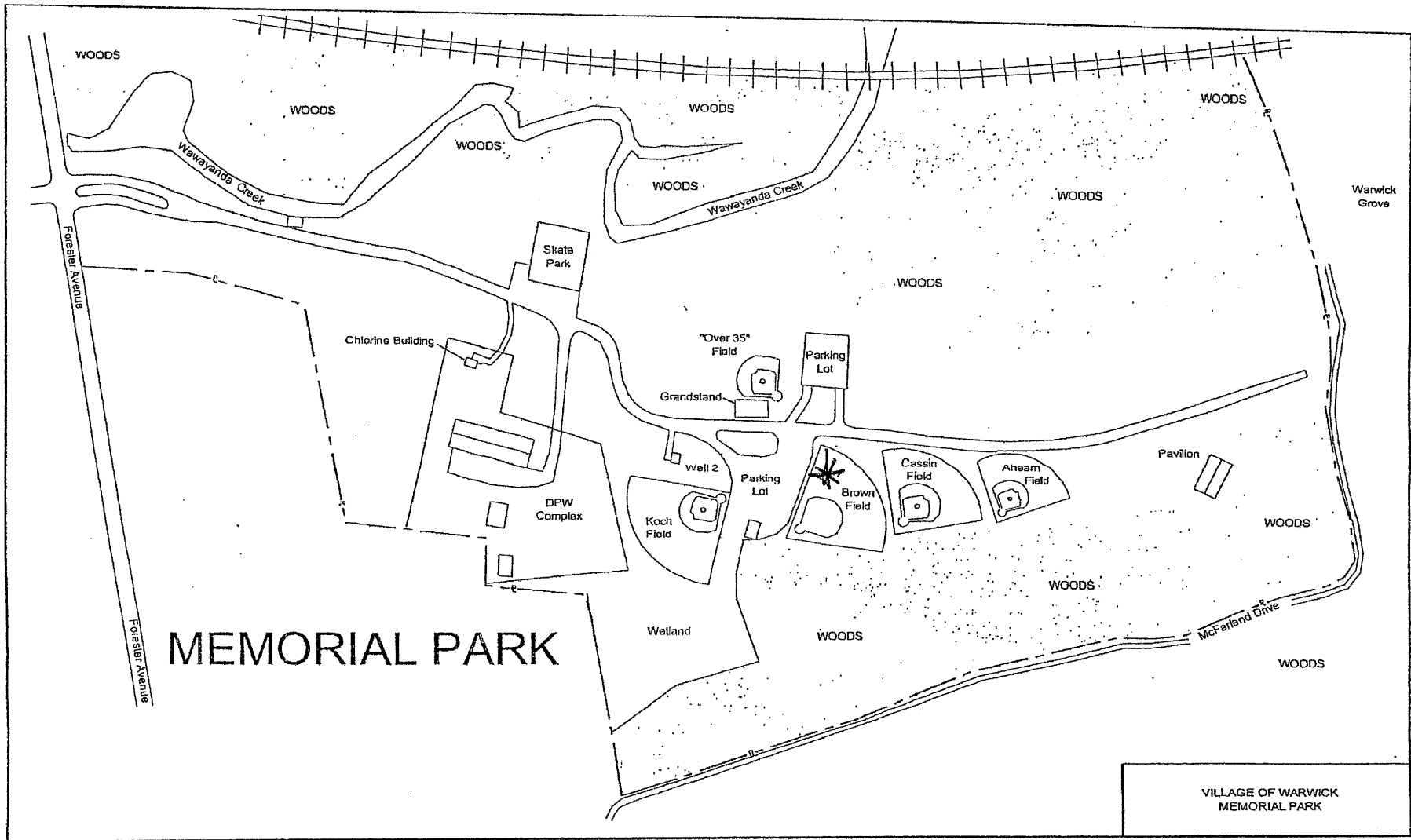
- Disability Parking
- Fire Dept. Member Parking
- Attendees Parking

← Egress
→ Ingress











Steven M. Neuhaus
County Executive

OFFICE OF COMMUNITY DEVELOPMENT

Nicole Andersen, Director
40 Matthews Street, Suite 307A
Goshen, NY 10924

Tel: (845) 615-3820 • Fax: (845) 360-9093

Email: CommDev@OrangeCountyGov.com

May 17, 2023

Mayor Michael J. Newhard
Village of Warwick
77 Main Street, P.O. Box 369
Warwick, NY 10990

Re: Orange County CDBG, HOME and ESG program for federal fiscal years 2024, 2025, 2026.

Dear Mayor Newhard:

In 1982, Orange County municipalities joined together to form the Urban County Consortium which is the mechanism by which participating municipalities receive Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) entitlement funds each year. Every three years, the consortium must be recertified in order to continue to receive CDBG, HOME, and ESG entitlement funds. By continuing to participate in the consortium, your community will continue to be eligible to receive funds under these programs in FY-2024, 2025, and 2026.

Orange County is seeking to renew its Urban County status under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs (as applicable) for the Fiscal Years 2024, 2025 and 2026. Pursuant to the HUD Notice CPD-23-02 issued on April 10, 2023 ("Notice"), the existing automatically renewing cooperation agreements require further amendment to recertify for the upcoming urban county qualification period. In lieu of adding new requirements implemented by statute to the existing agreements by amendment, the County has opted to execute new Cooperation Agreements with all participating municipalities incorporating all HUD-required revisions and amendments. A draft Cooperation Agreement is enclosed for your review. In compliance with the regulations promulgated by HUD and the Notice, we are officially notifying you of your options regarding your municipality's participation in the Orange County Community Development Programs referenced above and your membership in the Urban County Consortium.

Towns and Villages included in the Urban County Consortium will continue to be eligible to participate in the County's CDBG Program and will automatically participate in the HOME and ESG programs, if the Urban County receives HOME and ESG funding, respectively. While units of local government may only receive a formula allocation under the HOME and ESG Programs as part of the Urban County, this does not preclude the Urban County or a unit of government participating with the Urban County from applying for HOME or ESG funds from the State if the State allows. Units of local government are not eligible to apply for grants under the State CDBG program while they are part of the Urban County.

If you participate in the Orange County program, you will be eligible to apply to Community Development for water, sewer, street, sidewalk, recreation, public service, ADA, and other projects which benefit low- and moderate-income people, eliminate blighted conditions within the community and/or meet an urgent community development need as defined by HUD. Participating in the Urban County also means that you will be participating in the HOME Program which you can only participate in as part of the Urban County.

Your municipality's decision to continue to participate, or elect exclusion, from the program will be effective for three years covering the Federal **Fiscal Years 2024, 2025, and 2026**. Regulations require that a community participate in the County program for the entire three-year period. If you elect to participate in the program, you will be unable to drop out until **2026**. The amount of CDBG and HOME funds awarded to Orange County is based upon the population within the municipalities participating in the CDBG and HOME programs; exclusion by a municipality will effectively reduce available funds to all of Orange County. In order to calculate Orange County's entitlement grants for 2024, HUD needs to know which municipalities will be participating in our Urban County. **If you elect to participate in the Orange County Program, please adopt the enclosed resolution, execute the enclosed Cooperation Agreement, and return both to our office by July 7, 2023.**

In accordance with Federal regulations, Orange County is notifying your municipality that it has the option to elect to be excluded from the County's CDBG and HOME entitlement programs. Such election to be excluded will be effective for the entire three-year period for which the Urban County qualifies (Fiscal Years 2024, 2025 and 2026), unless your municipality specifically elects to be included in a subsequent year for the remainder of Orange County's three-year qualification period. **Failure to respond means your municipality will be included in the Urban County for Fiscal Years 2024, 2025, and 2026 and will be passing the enclosed resolution and executing the enclosed agreement. If your municipality elects to be excluded from and does not wish to participate in the County's CDBG, HOME and ESG programs you must advise both the Office of Community Development AND the U.S. Department of Housing and Development in writing no later than July 7, 2023.**

HUD's address is:

Abigail Ford, Director, Community Planning and Development Division
U.S. Department of Housing & Urban Development, New York Field Office-Region II
Jacob J. Javits Federal Building
26 Federal Plaza, Rm 3513
New York, NY 10278

Office of Community Development address is:

Nicole Andersen, Director
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10940

Please review this notification and enclosures in detail. If you have any questions, do not hesitate to contact me at (845) 615-3819 or via email at nandersen@orangecountygov.com. The County of Orange and the Office of Community Development look forward to your continued participation in the County program.

Sincerely,

Nicole Andersen

Nicole Andersen
Director of Community Development

ORANGE COUNTY HOME CONSORTIUM CONFIGURATION

QUALIFICATION PERIOD: FEDERAL FISCAL YEARS 2024, 2025 AND 2026

I. ORANGE COUNTY URBAN COUNTY CONSORTIUM MEMBERS

- 1. TOWN OF BLOOMING GROVE**
- 2. TOWN OF CHESTER**
- 3. TOWN OF CORNWALL**
- 4. TOWN OF CRAWFORD**
- 5. TOWN OF DEERPARK**
- 6. TOWN OF GOSHEN**
- 7. TOWN OF GREENVILLE**
- 8. TOWN OF HAMPTONBURGH**
- 9. TOWN OF HIGHLANDS**
- 10. TOWN OF MINISINK**
- 11. TOWN OF MONROE**
- 12. TOWN OF MONTGOMERY**
- 13. TOWN OF MOUNT HOPE**
- 14. TOWN OF NEW WINDSOR**
- 15. TOWN OF NEWBURGH**
- 16. TOWN OF TUXEDO**
- 17. TOWN OF WALLKILL**
- 18. TOWN OF WARWICK**
- 19. TOWN OF WAWAYANDA**
- 20. TOWN OF WOODBURY**
- 21. VILLAGE OF CHESTER**
- 22. VILLAGE OF CORNWALL-ON-HUDSON**
- 23. VILLAGE OF FLORIDA**
- 24. VILLAGE OF GOSHEN**
- 25. VILLAGE OF GREENWOOD LAKE**
- 26. VILLAGE OF HARRIMAN**
- 27. VILLAGE OF HIGHLAND FALLS**
- 28. VILLAGE OF MAYBROOK**
- 29. VILLAGE OF MONROE**
- 30. VILLAGE OF MONTGOMERY**
- 31. VILLAGE OF OTISVILLE**
- 32. VILLAGE OF SOUTH BLOOMING GROVE**
- 33. VILLAGE OF TUXEDO PARK**
- 34. VILLAGE OF UNIONVILLE**
- 35. VILLAGE OF WARWICK**
- 36. VILLAGE OF WASHINGTONVILLE**
- 37. VILLAGE OF WALDEN**
- 38. VILLAGE OF WOODBURY**

CITIES:

- 39. CITY OF MIDDLETOWN**
- 40. CITY OF NEWBURGH**
- 41. CITY OF PORT JERVIS**

URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT

THIS URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT made as of this _____ day of _____, 2023 ("Agreement"), by and between the County of Orange, a municipal corporation and one of the counties of the State of New York, having its principal office at 255-275 Main Street, Goshen, New York 10924 ("County") and the Town/Village/City of _____, a municipal corporation of the State of New York, _____ having its principal office at _____, New York _____ ("Municipality"). County and Municipality are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program ("CDBG Program"), provides federal funds to certain urban counties for eligible housing and community development activities therein; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program ("HOME Program") for eligible housing activities; and

WHEREAS, Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, provides federal funds to certain urban counties through its Emergency Solutions Grants ("ESG Program") for eligible uses related to emergency shelters for the homeless, and for homelessness prevention and rapid re-housing assistance; and

WHEREAS, participation by the County under the "urban county" designation in the CDBG, HOME and ESG Programs requires that the Municipality and the County enter into a cooperation agreement in order to be included in the CDBG Urban County and HOME consortia; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power either individually or jointly with one or more other municipal corporations, to apply for, accept and expend funds made available by the federal government either directly or through the State, in order to administer, conduct or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, applications for grants to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless Assistance Act of 1987, as amended (collectively, the "Acts"), and any "eligible activities" thereunder are not inconsistent with the statutes of the State of New York; and

WHEREAS, the Municipality and the County previously entered into a cooperation agreement covering the same subject matter which has been subsequently amended and automatically

renewed by resolution and remained in full force and effect for all consecutive three-year urban county qualification periods including FYs 2021, 2022 and 2023; and

WHEREAS, the Municipality has determined that it is desirable and is in the public interest for the Municipality to be included in the urban county for the three-year qualification cycle of FYs 2024, 2025 and 2026; and

WHEREAS, the Municipality acknowledges the County's authority to undertake or assist in undertaking essential community development and housing assistance activities; and

WHEREAS, the County Executive has designated the Orange County Office of Community Development as the administrative agency for the CDBG, HOME and ESG Programs; and

WHEREAS, the Mayor/Supervisor/Village Manager of the Municipality is authorized to execute this Agreement; and

WHEREAS, the County Executive, or his/her designee, is authorized to execute this Agreement; and

WHEREAS, the cooperation between the County and the Municipality is essential for the successful planning of the CDBG, HOME and ESG Programs under an urban county designation by HUD.

NOW THEREFORE, it is hereby agreed by the County and the participating Municipality as follows:

1. The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG, HOME and ESG Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, housing activities, prevention of homelessness, and such other purposes as are authorized by the Acts.
2. In addition to such assurances and agreements as may have been made by previously executed cooperation agreements, the County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specific urban renewal, and publicly assisted housing.
3. This Agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of CDBG Urban County Qualification and shall replace and supersede any previously agreed upon provision should such a provision conflict or be inconsistent with this Agreement.
4. This Agreement shall be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026, and until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year urban county qualification period) are expended and the funded activities completed.

5. The Parties understand and agree that neither the County nor the Municipality can terminate or withdraw from this Agreement while it remains in effect, except as allowed in legislation enacted by the US Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The Agreement shall remain in effect until expressly terminated by one of the Parties hereto but said termination may only occur at the end of each three-year urban county requalification period.

6. The County shall, by the date specified in HUD's urban county qualification notice for the next qualifying period, notify the Municipality by letter of its right not to participate. This Agreement will be renewed automatically for participation in successive three-year urban county qualification periods unless the County or the Municipality elect not to participate in a new qualification period in three-year intervals, provided written notices are given in conformity with HUD requirements as set forth herein.

7. Nothing contained in this Agreement shall deprive the Municipality of any powers of zoning, development control, or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

8. The participating Municipality agrees not to apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the urban county's CDBG Program. Nonetheless, while the Municipality may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, it is not precluded by this Agreement from applying for HOME or ESG funds from the State of New York, provided the State allows it.

9. The County shall have the authority to carry out activities, which will be funded with annual CDBG, HOME and ESG Programs funds appropriated for FYs 2024-2026 and from any program income generated from the expenditure of such funds.

10. The eligible activities to be undertaken during the term of this Agreement will be chosen by the Municipality from those authorized by HUD Rules and Regulations governing the CDBG HOME and ESG Programs, and any regulations which may be applicable to future supplemental Federal Programs. The County shall have the final responsibility for selecting CDBG, HOME and ESG activities and annually filing grant application with HUD. In preparing such a grant application, the County shall give due consideration to the Municipality's analysis of community development needs and proposed activities.

11. The County will take full responsibility for and assume all obligations required of an applicant, including the analysis of needs, setting of objectives, development of community development and comprehensive housing affordability strategy plans, one-year community development program, assurances, and certifications, including HUD 424-B.

12. The County certifies that it is following an adopted Consolidation Plan as required by 24 CFR Part 91 and 24 CFR Part 570.306. The Parties agree to cooperate to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

13. The County understands and agrees that it may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local

government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

14. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing as required under 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779) codified or to be codified at 24 CFR 5.105(a) and 5.152. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that urban county funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance with this provision is cause for sanctions and other remedial actions by HUD.

15. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. The County will notify the Municipality of its right to terminate its participation in the program based on the adoption of any such amendment. Failure by either Party to adopt any such amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HUD issued Urban County Qualification Notice applicable for subsequent three-year urban county qualification period, and to submit such amendment to HUD will void the automatic renewal of such qualification period.

16. The County and the Municipality each have adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

17. By executing this Cooperation Agreement, the Municipality understands, agrees and acknowledges that:

- a. The Municipality may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. The Municipality may receive a formula allocation under the HOME Program and ESG Program only through the urban county. Thus, even if the urban county does not

receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This, nonetheless, does not preclude the Municipality participating with the urban county from applying to the State for HOME and ESG funds if the State allows.

- c. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- d. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
- e. The Municipality must inform the County, through periodic reports requested by the County, of any income generated by the expenditure of CDBG and HOME funds received. All program income, including income received subsequent to project close-out or change in status of the Municipality must be paid to the County within ninety (90) days after the expiration of the term of this Agreement unless it is agreed by the Parties in writing that the Municipality may retain the income. All program income must be used exclusively for eligible activities as determined by the County and in accordance with CDBG and/or HOME Program requirements, as applicable.
- f. The Municipality shall keep and maintain appropriate records on the use of program income as required by the County as the county has the responsibility of monitoring and reporting income to HUD.
- g. The Municipality agrees that real property acquired or improved in whole or in part, using CDBG funds, will be used in accordance with the standards set forth in 24 CFR 570.505. The Municipality shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations. Program income generated from disposition or transfer of property prior to or subsequent to close-out or a change in status of the Municipality, or termination of this Agreement must be paid to the County unless otherwise agreed upon in writing.
- h. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the Municipality using CDBG funds (from the use planned at the time of the acquisition or improvement), including disposition, must be reported to the County. The County may approve the proposed modification or change of use. The Municipality shall not implement the modification or change in use without the County's approval.
- i. The Municipality may not terminate or withdraw from this Agreement, except if the County fails to requalify as an urban county, while it remains in effect until the CDBG, HOME, and where applicable ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.
- j. The Municipality may not receive urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- k. The Municipality shall comply with the requirements, laws and policies of the CDBG, HOME and ESG Programs, and all applicable laws, ordinances, and codes of the State

and local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

18. The Municipality shall not discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, disability or familial status. The Municipality shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, national origin, disability or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this Section 18 in all its contracts and subcontracts for CDBG, HOME and ESG funded work.

19. The Municipality is subject to the requirements of Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, or lease, or other transfer of land acquired, cleared, or improved with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, disability, familial status, or national origin in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the Municipality and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality in undertaking its obligation in carrying out the programs assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

20. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, the Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that the Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

21. The Municipality shall indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of, incidental to or in any way connected with work done under this Agreement, and in any way resulting from or related to this Agreement which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the Municipality, its employees, representatives, subcontractors, assignees, agents, vendors, or invitees. The rights and remedies of the County provided for in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

22. The Municipality shall further indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) incurred by the County as a result of a determination by HUD that activities undertaken by the Municipality under the Municipality's application failed to comply with any laws, regulations, or policies applicable thereto, or that any funds forwarded to the Municipality under this Agreement were improperly expended.

23. This Agreement shall apply to any supplemental program which HUD makes available through the CDBG, HOME or ESG Programs.

24. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

25. The governing body of the County and the governing body of the Municipality authorize this Agreement.

26. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto, pursuant to authorization from properly adopted resolution, executed this agreement on this ____ day of _____, 2023.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: _____
Name: _____
Title: _____

Approved as to Form and Required County Attorney's Statement:

"The terms and provisions of the Agreement are fully authorized under the State and local law and the Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities."

Date: _____

By: _____
Richard B. Golden
County Attorney

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JUNE 5, 2023
ADDENDUM NO. 1**

8. **MOTION** to rescind the motion approved on May 1, 2023 granting permission to The Warwick Community Center to use Stanley-Deming Park for a Warwick Pride Celebration event on Sunday, June 11, 2023. Event set-up to begin at 10:00 a.m., with the event taking place between 2:30 p.m. and 4:30 p.m. Clean-up to be complete by 6:30 p.m. Request includes use of the restrooms, electricity, bandshell and pavilion and lawn area in between, the set-up of tents, permission to hang a banner on the South Street side of Stanley-Deming from May 29, 2023 through June 12, 2023 and use of the lawn area to the left of the basketball courts in coordination with the Village of Warwick DPW Supervisor, Mike Moser, for overflow parking. DPW to provide 4 (four) garbage cans, 200 (two hundred) chairs, and 4 (four) large tables. Approval is contingent upon proof of permission from the Warwick Valley Central School District to use the Park Avenue School for parking.

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

9. **MOTION** to grant permission to The Warwick Community Center to use Veterans Memorial Park for a Warwick Pride Celebration event on Sunday, June 11, 2023. Event set-up to begin at 10:00 a.m., with the event taking place between 2:30 p.m. and 4:30 p.m. Clean-up to be completed by 6:30 p.m. Request includes use of the Memorial Park Pavilion, restrooms, electricity, set-up of a pop-up tent, use of the McFarland Drive parking lot, use of the large grassy area to the right of the Over 35 Field and use of the adjacent parking lot. DPW to provide 4 (four) garbage cans, 100 (one hundred) chairs, and 4 (four) large tables. Completed facility use permit, security deposit, and proof of insurance have been received.

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

10. **MOTION** to rescind the motion made on May 1, 2023, granting permission to the Warwick Community Center to hold the Warwick Pride Parade on Sunday, June 11,

2023. The parade will step off at 1:30 p.m., with lineup beginning at the Community Center per the letter received on April 20, 2023. The parade route will be as follows: Hamilton Avenue, Orchard Street, left onto Oakland Avenue/Main Street, proceed up Main Street, right on South Street, left on Park Way arriving at Stanley-Deming Park at approximately 2:30 p.m. for the Warwick Pride Celebration event. Completed facility use permit, security deposit and proof of insurance have been received. The Town of Warwick Police Department will assist with vehicle and pedestrian traffic control during the event.

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

11. **MOTION** to grant permission to The Warwick Community Center to hold the Warwick Pride Parade on Sunday, June 11, 2023. The parade will step off at 1:30 p.m., with lineup beginning at the Community Center per the letter received on June 1, 2023. The parade route will be as follows: Hamilton Avenue, Orchard Street, left onto Oakland Avenue/Main Street, proceed up Main Street, right on South Street, left on High Street, right onto Forester, arriving at Veterans Memorial Park Pavilion at approximately 2:30 p.m. for the Warwick Pride Celebration event. Completed facility use permit, security deposit and proof of insurance have been received. The parade route has been approved by the Town of Warwick Police Department. The Warwick Fire Department and EMS have been notified of the event.

The vote on the foregoing motion was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____



The Warwick Valley Community Center

at the Doc Fry Building

11 Hamilton Ave, Warwick, N.Y. 10990

(845) 986-6422

6-1-2023

Dear Village Board of Trustees,

The Warwick Valley Community Center would like to request permission for the annual Warwick Pride downtown parade and concert following the parade at Memorial Park on Sunday, June 11th, 2023.

The revised parade route has been approved by the Warwick Police Department, and the Warwick Fire Department and EMS have also been notified. The parade would leave the Community Center at 1.30pm, travel up Orchard Street, turn left on Oakland Avenue/Main Street, proceed up Main Street, turn right on South Street, left on High Street, right onto Forester, arriving at Memorial Park Pavilion at approximately 2.30pm.

The Pride show will run from 2.30 - 4.30pm and consist of musical performers suitable for all audiences. The Community Center will distribute bottled water and packaged ices to the audience. There will be no food trucks or food servers.

Setup times will be on Sunday June 11th, 10am to 1pm, and cleanup from 4.30 - 6.30pm.

We would like to request -

- The use of the Memorial Park pavilion for performances and to set up our sound engineer and equipment with access to the electrical outlets.
- Permission to put up a pop-up tent, and portable tables and chairs.
- Access to the bathrooms for the duration of the Pride Show.
- Permission to put up temporary decorations for the event on the pavilion.
- From the DPW, 4 garbage cans, 100 chairs, and 4 portable tables.
- Use of the parking lot closest to the pavilion.

Lighting: none needed.

There are no plans for the use of camping or housing facilities.

Karen Thomas
Executive Director
Karent.wcc@gmail.com
(845)-324-5743

Melissa Shaw-Smith
Creative Director, Wickham Works
mshawsmith@wickhamworks.org
(917)-922-0943

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

Date Request Submitted: 6/1/2023

Title of Event: Warwick Pride Celebration : walk of Acceptance

Purpose of Event: Pride downtown Parade and Concert

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: 6/11/2023 Rain Date(s) Requested: _____

Arrival Time: 10:00 Departure Time: 6:30

Event Start Time: 2:30 Event End Time: 4:30

SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Karen Thomas

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

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

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

Email Address: Karen.T.wcc@gmail.com Cell Phone: 845-324-5743

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

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

Organization's Phone: 845-986-6422 Email Address: Karen.T.wcc@gmail.com

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

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

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

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 500

of Adults: 150 # of Under 18 Yrs. Old: 350

Expected Number of Vehicles Intended at the Event: 100

Please explain the parking plan for the event: Most will park at the center. We would like to request permission to use the parking lot closest to the Pavillion.

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>Sound system to be used (TBD)</u> <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 checked="" type="checkbox"/> No <input type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> Date & time tent will be set up: <u>6/11 10:00</u> Date & time tent will be removed: <u>6/11 6:30</u>	Yes <input checked="" type="checkbox"/> No <input 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 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: _____ _____ _____ *A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.	Yes _____ No <input checked="" 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 <u>Hamilton Ave, orchard st, oakland Ave, Main St,</u> List road(s): <u>South St, High St, Forester.</u> Closed between the hours of <u>1:00</u> and <u>2:45</u> Number of 'No Parking' meter bags requested, if applicable: <u>N/A</u>	Yes <input checked="" type="checkbox"/> No _____
Use of Village owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables <u>4</u> No. of Chairs <u>100</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 <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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other <i>Please explain: _____</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

SECTION 5: FEES/SECURITY DEPOSIT

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

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

☒ \$500 Security Deposit (*Must be a Separate Payment*)

TOTAL FEE: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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

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

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

Karen Thomas
 Printed Name of Applicant/Responsible Party

Karen Thomas 6/1/2023
 Signature of Applicant/Responsible Party Date

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

INDEMNITY & HOLD HARMLESS

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

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

Karen Thomas
Printed Name of Applicant/Responsible Party

Karen Thomas
Signature of Applicant/Responsible Party

6/1/2023
Date



