

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

Village of Warwick Village Board Meeting – March 7, 2022

Pursuant to New York State Chapter 1 of the Laws of 2022 public bodies may conduct meetings and public hearings either remotely pursuant to the requirements of Chapter 1 or in-person following CDC and New York State Department of Health guidance; therefore, the Village of Warwick Village Board meetings will be conducted virtually through Zoom Videoconference until further notice.

To View the Meeting:

YOUTUBE LIVE - The public may view the meeting live on the Village of Warwick, NY YouTube channel: <https://www.youtube.com/channel/UCK7D7KGbZF6nYfbcWGH6-VA>

VILLAGE'S WEBSITE – The public may view the meeting a day or so after its completion by going to the village's website: www.villageofwarwick.org

To Comment - During Privilege of the Floor Only:

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
March 7, 2022
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: January 18, 2022 and February 7, 2022.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ 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 Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

Announcements

1. The Village Election will take place on Tuesday, March 15, 2022, at the Goodwill Hook & Ladder Co., 25 Church Street Ext., Warwick, NY. The polls will be open from 9:00 a.m. to 9:00 p.m.
2. The Board of Trustees of the Village of Warwick will hold Budget Work Sessions for FY 2022-2023 at Village Hall, 77 Main Street, Warwick, NY 10990 during the following dates and times: Tuesday, March 8, 2022 at 9:30 a.m., Wednesday, March 9, 2022 at 9:30 a.m., and Thursday, March 10, 2022 at 2:00 p.m. The public is invited to attend.
3. The 2022 Village of Warwick Easter Egg Hunt will take place Saturday, April 16, 2022, at 10:00 a.m. in Veterans Memorial Park.

Discussion

1. Application to the New York State Liquor Authority for an on-premises liquor license.

Privilege of the Floor

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

Motions

Trustee Cheney's Motions:

1. **MOTION** to renew the contract with JCO, Inc. to provide services to operate and maintain the wastewater system and the water production system as set forth in the existing contract for an additional one (1) year period (June 1, 2022, through May 31, 2023) and direct the Mayor to execute said change to the contract.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

2. **MOTION** to go out to bid for chemical delivery for the Village of Warwick Water and Sewer Plant, to include delivery to the Water Plant, Well #2, Well #3, and the Micro Filtration Plant. Bids will be for FY June 1, 2022, through May 31, 2023. Bid opening to be held April 5, 2022, at 12 p.m., as per the recommendation of DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

3. **MOTION** to go out to bid for refuse pickup and delivery of a 30-yard refuse container on an as per need basis. Bids will be for FY June 1, 2022 through May 31, 2023. Bid opening to be held April 5, 2022 at 12 p.m., as per the recommendation of DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

4. **MOTION** to go out to bid for the following on-call services: Electrical, Plumbing, and HVAC. Bids will be for the period of June 1, 2022 through May 31, 2024. Bid opening to be held April 6, 2022 at 12:00 p.m. at Village Hall, as per the recommendation of the DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

5. **MOTION** to go out to bid for Electrical Power Supply for the Village of Warwick for the period of June 1, 2022, through May 31, 2024. Bid opening to be held April 7, 2022, at 12:00 p.m. at Village Hall, as per the recommendation of the Building Inspector, Boris Rudzinski.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

6. **MOTION** to go out to bid for Natural Gas Supply for the Village of Warwick for the period of June 1, 2022, through May 31, 2024. Bid opening to be held April 7, 2022, at 12:00 p.m. at Village Hall, as per the recommendation of the Building Inspector, Boris Rudzinski.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

7. **MOTION** to accept the proposal from TAM Enterprises dated February 22, 2022, for repairs to Wastewater Treatment Plant RBC Unit #10 for shaft repair and idler bearing replacement at a cost not to exceed \$12,580 based on the recommendation of JCO Contract Operator Keith Herbert and DPW Supervisor Michael Moser. Funds are appropriated in budget code G8120-4400 in the 2021-22 budget.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

**8. RESOLUTION APPROVING EXTENSION OF COVID-19 HARDSHIP
DEFERRED PAYMENT AGREEMENTS FOR MUNICIPAL WATER & SEWER
SERVICES**

WHEREAS, the COVID-19 pandemic resulted in a state of emergency being declared within the State of New York; and

WHEREAS, one of the state-wide measures taken as a result of the said state of emergency was a moratorium on utility service shutoffs, which included a right for persons who incurred COVID-19 related hardships to enter into deferred payment agreements ("DPAs") regarding any arrears on municipal central water and sewer service charges; and

WHEREAS, pursuant to the Guidance received from the New York State Department of Public Service, municipalities are to continue offering COVID-19 related DPAs through June 30, 2022;

WHEREAS, the Village of Warwick has received requests from property owners to enter into DPAs based upon Covid-19 related hardships; and

WHEREAS, the Village has prepared revised forms for DPAs to reflect the said extension which may be utilized for such purposes, copies of which are annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the revised DPA forms for use by the Village in Covid-19 related hardship cases;
2. That the Village Board hereby authorizes the Mayor to complete and execute such DPAs on any requests for a Covid-19 related hardship DPA that were received by the Village on or before June 30, 2022;
3. That any property owner who requests a DPA but fails to return a properly executed copy to the Village Clerk within thirty (30) days after such DPA was mailed or otherwise provided to the property owner shall be deemed to have irrevocably rejected the DPA; and
4. That until June 30, 2022 the Village shall continue to include notice in all water and sewer bills of customers' right to enter into a DPA and, further, shall provide thirty (30) days' notice of the Village's intent to relevel prior to releveling on unpaid/overdue charges.

_____ presented the foregoing resolution which was
seconded by _____.

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee Lindberg's Motions:

9. **MOTION** to grant permission to Highlander Rugby to use the football field between the parking lot and Over 35 Field in Veterans Memorial Park for practices on Tuesdays and Thursdays from 7:00 p.m. to 9:00 p.m. from March 8, 2022, through December 31, 2022, and to use the football field in Veterans Memorial Park for games on weekends, in coordination with Warwick Youth Football, including use of the football snack shack. Request includes use of restrooms and field lights for the season. It is the responsibility of Highlander Rugby to enforce that parking is in the designated parking lot and not in the grass on the entrance roads. All activities must be in accordance with the Orange County and NYS Departments of Health. Completed facility use permit, proof of proper insurance, security deposit and Memorial Park Football/Over 35 Field Light fee have been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

10. **MOTION** to grant permission to Wickham Works to hang a 3' x 6' banner along the fence enclosing Stanley-Deming Park for the purpose of the Earth Fest Warwick 2022 event for the period of April 16, 2022, through April 30, 2022.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

11. **MOTION** to grant permission to Wickham Works to use the east side of Stanley-Deming Park, from 9:00 a.m. on Friday, August 26, 2022, through Monday, August 29, 2022 for the 2022 Too Good to Toss event. Permission to include use of the basketball court and lawn area around the handball court, use of restrooms and water fountains, blocking off 18 parking spaces near the entrance of the basketball court, and posting no parking signs

and/or yellow tape to discourage parking in the grass. Village of Warwick DPW to provide 15+ orange parking cones, 10 reflective vests for parking volunteers, 4 garbage cans for basketball court, and pickup of leftover items on Monday, August 29, 2022. All activities must be in accordance with the Orange County and NYS Departments of Health. Completed facility use permit, proof of proper insurance, security deposit, permission from Park Avenue Elementary to use the school parking lot has been received. The Warwick Police Department, Warwick Fire Department, and Ambulance Corps have been notified and approve of the event.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

12. **MOTION** to grant permission to the Excelsior Hose Company No. 1 to hold a coin toss on Saturday, March 19 and Sunday, March 20, 2022, from 10:00 a.m. to 3:00 p.m. on Route 94/Oakland Ave. near the entrance to the Village in front of 27A Oakland Ave. Completed facility use permit, proof of proper insurance, and security deposit have been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

Trustee Bachman's Motions:

13. **MOTION** to acknowledge receipt of the Standardized Notice Form from the New York State Liquor Authority for an on-premises liquor license to Boneyard Cantina to be located at 17 Main Street, Warwick, NY 10990 and authorizes the Village Clerk to submit a letter notifying the New York State Liquor Authority that there are (no) objections to this notification and application.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

Trustee McManus' Motions:

14. **MOTION** to grant permission to Joshua Rodrigues, Life Scout Troop #45 of Warwick, to build an information kiosk for an Eagle Scout project. Project will be in cooperation with Warwick Skatepark Initiative and will be installed at the site of the new skatepark in Memorial Park with the assistance of the Village of Warwick DPW.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Final Comments from the Board

Executive Session (if applicable)

Adjournment

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VILLAGE OF WARWICK

INCORPORATED 1867

LEGAL NOTICE

The General Village Election for the Village of Warwick will be held on Tuesday, March 15, 2022, at the Goodwill Hook & Ladder Co., 25 Church Street Extension, Warwick, NY. The polls will be open from 9:00 a.m. to 9:00 p.m. Candidates nominated to fill the offices of one (1) Mayor and two (2) Trustees for five-year terms are:

Michael Newhard – Mayor (5 Year Term)
50 Maple Avenue
Warwick, NY 10990

Eileen P. Patterson – Mayor (5 Year Term)
7 South Lynn Street
Warwick, NY 10990

Matthew Sullivan – Mayor (5 Year Term)
33 Galloway Road
Warwick, NY 10990

Joseph Amaturro – Trustee (5 Year Term)
161 West Street
Warwick, NY 10990

Carly Foster – Trustee (5 Year Term)
28 Hawthorn Avenue
Warwick, NY 10990

Lugene Maher – Trustee (5 Year Term)
52 Woodside Drive
Warwick, NY 10990

Thomas H. McKnight – Trustee (5 Year Term)
28 Overlook Drive
Warwick, NY 10990

Brian Torpie – Trustee (5 Year Term)
105 South Street
Warwick, NY 10990

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

Dated: February 16, 2022

77 Main Street
Post Office Box 369
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VILLAGE OF WARWICK

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PUBLIC NOTICE BUDGET WORK SESSIONS

The Board of Trustees of the Village of Warwick will hold Budget Work Sessions for FY 2022-2023 at Village Hall, 77 Main Street, Warwick, NY 10990 during the following dates and times: Tuesday, March 8, 2022 at 9:30 a.m., Wednesday, March 9, 2022 at 9:30 a.m., and Thursday, March 10, 2022 at 2:00 p.m.

The public is invited to attend.

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

Dated: February 25, 2022

Raina Abramson

From: Recreation
Sent: Friday, February 25, 2022 12:34 PM
To: Raina Abramson
Subject: Egg Hunt Letter

To: The Village Board

From: Ron Introini-Recreation Director

Date: February 25, 2022

The Village of Warwick Recreation Department and the Warwick Fire Department will be hosting the 2022 Easter Egg Hunt on Saturday, April 16th at 10am. It will take place at Veterans Memorial Park on the large softball field. The outfield will be divided up into 3 age groups: 3 and under, 4-6 and 7-12 year olds. Candy filled eggs, assorted candy and a golden egg will be dispersed in each age group areas. As a donation we are asking the community to bring a non-perishable food item to help support the Warwick Food Pantry.

Sent from my iPhone

The Law Office of
Stacy L. Weiss, PLLC.

110 East 59th Street, 23rd Floor
New York, NY 10022
Toll Free: 1 877 LIQ-LAW1
Tel: 212-521-0828
Fax: 212-521-0826

STACY L. WEISS, ESQ.
slweissattorney@aol.com
www.stacyweisslaw.com

THE RICHARD L. ROSEN
LAW FIRM, PLLC.
Of Counsel

February 23, 2022

Village Clerk
Village of Warwick, NY
77 Main Street
PO Box 369
Warwick, NY 10990

To Whom It May Concern:

Please be advised that **17 MAIN WARWICK NY LLC** is applying for an On-Premises Liquor License to be located at 17 Main Street, Warwick, NY 10990.

Enclosed please find an original Standardized Notice Form from the New York State Liquor Authority. Please contact this office with any questions.

Thank you for your attention to this matter.

Very Truly Yours,



Stacy L. Weiss

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

RECEIVED

49

FEB 28 2022

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

VILLAGE OF WARWICK
VILLAGE CLERK'S OFFICE

1. Date Notice Sent: **FEBRUARY 23, 2022** 1a. Delivered by: **Certified Mail Return Receipt Requested**

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Renewal ☐ Alteration ☐ Removal

☐ Class Change ☐ Method of Operation ☐ Corporate Change

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: **VILLAGE OF WARWICK, NY - VILLAGE CLERK**

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: **17 MAIN WARWICK LLC**

6. Trade Name (if any): **BONEYARD CANTINA**

7. Street Address of Establishment: **17 MAIN STREET**

8. City, Town or Village: **WARWICK, NY** , NY Zip Code: **10990**

9. Business Telephone Number of applicant/ Licensee: **201-697-7806**

10. Business E-mail of Applicant/Licensee: **BONEYARDWARWICK@GMAIL.COM**

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☐ Full Food menu; full kitchen run by a chef/cook ☒ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: **Bar/Tavern**

☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation: ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): **SPANISH ACOUSTIC GUITAR**

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: **SECOND FLOOR**
17. List the room number(s) the establishment is located in within the building, if appropriate: **N/A**
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☐ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|------------|---------------|
| N/A | |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: **26 East Main Street Llc**
23. Building Owner's Street Address: **PO Box 275**
24. City, Town or Village: **Montgomery** State: **NY** Zip Code: **12549**
25. Business Telephone Number of Building Owner: _____

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: **STACY L WEISS, ESQ**
27. Representative/Attorney's Street Address: **110 EAST 59TH STREET**
28. City, Town or Village: **NEW YORK** State: **NY** Zip Code: **10022**
29. Business Telephone Number of Representative/Attorney: **212-521-0828**
30. Business E-mail Address of Representative/Attorney: **SLWEISSATTORNEY@AOL.COM**

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: **KEITH YODICE** Title: **MANAGING MEMBER**

Principal Signature: _____

This report is for informational purposes only in aid of identifying establishments potentially subject to 500 and 200 foot rules. Distances are approximated using industry standard GIS techniques and do not reflect actual distances between points of entry. The NYS Liquor Authority makes no representation as to the accuracy of the information and disclaims any liability for errors.

Proximity Report For:	
Location	17 Main St, Warwick, New York, 10990
Geocode	Latitude: 41.25671 Longitude: -74.36029
Report Generated On	3/1/2022

8 Closest Liquor Stores

Pending On Premises Liquor Licenses within 750 feet**Name****Address****Distance**

No Active On Premises Liquor Licenses within 750 feet

Active On Premises Liquor Licenses within 750 feet**Name****Address****Distance**

HIGH POINT WARWICK INC

Ser #: 2193673

17 MAIN ST SUITE 301
WARWICK, NY 10990

108 ft

EDDIEBOYZ FOODS LLC

Ser #: 2163544

18 MAIN STREET
WARWICK, NY 10990

123 ft

YESTERDAYS INC

Ser #: 2008538

29 MAIN STREET
WARWICK, NY 10990

161 ft

DYK RESTAURANT LLC

Ser #: 2142254

32 34 MAIN ST
BANK ST & WELLING PL
WARWICK, NY 10990

242 ft

JOHN SEAN AND ROBERT INC

Ser #: 2129814

4 SPRING ST AKA 22 WEST ST
WARWICK, NY 10990

257 ft

Active On Premises Liquor Licenses within 750 feet

Name	Address	Distance
O'CONNELKE RESTAURANT LLC Ser #: 2159342	10 RAILROAD AVENUE SOUTH STREET & OAKLAND AVENUE WARWICK, NY 10990	312 ft
RISTORANTE GRAPPA INC Ser #: 2194039	22B RAILROAD AVE WARWICK, NY 10990	347 ft
FDI RESTAURANT GROUP LLC Ser #: 2221059	14 RAILROAD AVE WARWICK, NY 10990	356 ft
ANDI-ANA-ARBER LTD Ser #: 2224598	22 SPRING ST WARWICK, NY 10990	374 ft
AJ WARWICK INC Ser #: 2179107	48 MAIN ST WARWICK, NY 10990	422 ft
FANNIES FARM TO TABLE CAFE LLC Ser #: 2205368	28 RAILROAD AVE SUITE 1A WARWICK, NY 10990	468 ft

Nearest Liquor Stores**Address****Distance**

Name	Address	Distance
PECKS WINE & SPIRITS INC Ser #: 2008236	1 BANK STREET WARWICK, NY 10090	467 ft
B & R WINE & LIQUOR LTD Ser #: 2008273	153 SOUTH ROUTE 94 AKA 153STATE ROUTE 94 SOUTH WARWICK, NY 10990	1.74 mi
GINGERS SPIRITS LLC Ser #: 2207294	583 5 RTE 94 N WARWICK, NY 10990	2.37 mi
DISCOUNT LIQUORS LLC Ser #: 2506248	1900 STATE ROUTE 3 W LOT B T/O GRANBY FULTON, NY 13069	4.17 mi
BLACK BEAR WINE AND SPIRITS INC Ser #: 2158553	1172 STATE RT 17A UNIT A GREENWOOD LAKE, NY 10925	4.17 mi
VILLAGE WINE COMPANY LTD, THE Ser #: 2125348	150 WINDERMERE AVE ROUTE 17A & WILLOW ST GREENWOOD LAKE, NY 10925	4.22 mi
YONAS HAILE Ser #: 2189212	40 LAKE ST MONROE, NY 10950	4.47 mi

8 Closest Liquor Stores

Name	Address	Distance
RINALDI LIQUORS INC Ser #: 2008246	164 N MAIN STREET FLORIDA, NY 10921	5.61 mi

Schools within 500 feet		
Name	Address	Distance
No Schools within 500 feet		

Churches within 500 feet		
Name		Distance
No Churches within 500 feet		

VILLAGE OF WARWICK
WASTEWATER TREATMENT SYSTEM
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into the 27 day of April, 2018 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick New York 10990, hereinafter referred to as the "CLIENT" and JCO, Inc. hereinafter referred to as the "CONTRACTOR" having its principal offices at P.O. Box 616, 110 Sullivan Street, Wurstboro, NY 12790 in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Sewage Treatment Facility (Plant Class 3) and Pump Stations in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Sewage Treatment Facility and Pump Stations, which are located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR has the requisite qualifications (Grade 3), experience, and expertise for the operation and maintenance of said Sewage Treatment Facility and Pump Stations in compliance with the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual Agreements contained and subject to the terms and conditions herein stated, it is hereby understood and agreed by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. Maintenance and Operation Services:

The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Sewage Treatment Facility and Pump Stations in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing facility pump stations, commencing on **June 1, 2018 and ending May 31, 2021**. The Village may renew this contract for two (2) additional successive periods of one (1) year each (**June 1, 2021 through May 31, 2022 and June 1, 2022 through May 31, 2023**) on the same terms and conditions set forth herein.

2. Compliance With State and Local Laws Regarding Operation:

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County mandated standards for the operation and maintenance of the systems, as set forth in the following and in the course of daily, weekly,

monthly and quarterly task activities. The **minimum chief operator certification** for the plant shall be a Grade 3 per State Regulation 6NYCRR Part 650.

3. Demonstrate Wastewater System Compliance with Regulations:

The CONTRACTOR shall perform, record and implement the appropriate action necessary as derived from visual, sensory and biochemical observations taken of critical key elements in each process limit area to determine the presence or absence of plant compliance within the permissible range of quality parameters prescribed by the New York State Department of Environmental Conservation and the Orange County Health Department. Such records shall be delivered to CLIENT every 60 days. If compliance is not found, such compliance will be obtained, if within the scope of this Agreement; if without, the CONTRACTOR will make its professional recommendations as to those steps necessary to obtain compliance. Proof of such compliance or record of the recommendations shall be made in writing and delivered to CLIENT within 10 days of the discovery of non-compliance.

4. Schedule Routine Operation and Maintenance of Plant:

The CONTRACTOR shall operate and maintain the Sewage Treatment Facility and Pump Stations in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR.

5. Compliance with SPDES Permit:

The CONTRACTOR will maintain and operate the previously described facilities so that effluent discharged there from meets the weighted monthly SPDES Permit limitations. The CONTRACTOR will not be responsible to meet these effluent values unless, at all times, the plant's influent is free from abnormal or biologically toxic substances which cannot be treated or removed in the Village's Wastewater Treatment Facilities using the existing processes, nor will the CONTRACTOR be responsible to meet these effluent values if discharges into the Village's sewer system violate the Village's Industrial Pretreatment Program, or Ordinance, nor will the CONTRACTOR be responsible to meet these effluent values if the flow, influent BOD, pH, and suspended solids fail to conform with the design loadings.

6. Responsibility for Failure to Meet Regulations:

The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR'S caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way. The CONTRACTOR shall not be liable for fines or damages in relation to the collection system and pump stations except for those caused by its negligence and nonfeasance.

7. Process Improvement:

The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

8. Onsite Inspections:

The CONTRACTOR shall be onsite for all State agency and County Health Department site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be responsible for responding to all regulatory inspection reports and address all deficiencies reported for the water production system.

9. Maintain Facility Cleanliness:

The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic conditions after use.

10. Provide Emergency Services:

The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on-call service. The distance between the CONTRACTOR and wastewater system shall be such that in the event of an emergency the CONTRACTOR is able to reach the wastewater system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

11. Provide Additional Services:

Additional assignments may be carried out under this Agreement with the mutual consent of both parties. The cost of same shall be separately negotiated.

12. Authorization for Corrective Maintenance:

The CONTRACTOR will obtain written authorization for any corrective maintenance from the CLIENT'S designated representative prior to proceeding. The cost of any corrective maintenance will be negotiated in addition to the terms of this Agreement.

13. Record Compilation:

All records compiled, together with the information and material gathered by the CONTRACTOR, in pursuing the objectives of this Agreement, including written reports and all other data in a like manner shall become and remain the property of the CLIENT. Records shall be kept on all operational, maintenance, and administrative matters of all water system activities. Monthly reports to CLIENT will be required in writing, notifying client of all wastewater system activities completed including but not limited to dates times and locations of samples taken, analysis results, regular maintenance completed, other maintenance or repairs performed operational problems, a daily log of activities by all on site employees etc.

14. Assist in Yearly Budget:

The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT'S budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

15. Follow all Applicable Laws:

All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

16. Compliance with State and Federal Labor Laws:

The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, and any and all rules and regulations pertaining to the operation and

maintenance of municipal sewage treatment facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not limited to compliance with New York State Department of Labor law related to the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

17. Oversee/Coordinate Any Necessary Contracted Services:

The CONTRACTOR shall exchange information developed during the course of the work with such consultants as the CLIENT may choose to employ as pertinent to the objectives of the Agreement and shall work with the consultants so as to produce a unified recommended approach to the comprehensive wastewater treatment planning objectives of the CLIENT. The CONTRACTOR will be responsible for advising the Village of the need for services, obtaining goods or services in accordance with the CLIENT'S Procurement Policy, and confirming that the services were delivered as ordered.

18. Report Costs and Flow and Level of Treatment Data:

The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and flow and level of treatment occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

19. Furnish and Staff Wastewater Facilities:

The CONTRACTOR is responsible for providing personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

20. Safety

The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations.

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Contractor must communicate as soon as possible, and if possible prior to, when an employee is being moved, changed, terminated or replaced for any reason. If the employee is not leaving the company, then the Contractor must provide a reason in advance to why the employee is being moved/transferred or replaced.

22. Financial Stability

The CLIENT has the right at any time to ask for adequate assurances from the CONTRACTOR and CONTRACTOR's failure to provide such assurances shall be deemed a breach and will allow the CLIENT to immediately terminate this agreement.

23. Additional Storage:

Any storage required by the CONTRACTOR that is in addition to storage available in the plants is the responsibility of the CONTRACTOR.

24. Insurance Requirements

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:

No less than the following:

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/ \$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

- Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

25. Indemnification

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

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

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- All work associated with the supply of fresh, clean, potable water daily to the job site.
- Adequate space to carry out routine control tests and observations.

- Light and power to all spaces and equipment.
- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Manpower and related costs to provide routine and preventive maintenance of the collection system.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR'S requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the proper operation of the facility. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR'S personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.
- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.
- The cost of all chemicals and special equipment necessary to maintain compliant operation.
- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.
- The CLIENT shall have the Village Engineer conduct an annual review of the performance of the CONTRACTOR in meeting the duties and obligations of the CONTRACTOR under the terms of this Agreement.
- The CLIENT reserves the right to inspect the premises, review the books and records of the CONTRACTOR regarding the facilities covered by this Agreement at the sole discretion of the CLIENT.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein to be provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR'S services outlined herein shall be thirty-six (36) payments payable each month and commencing at the execution of the Agreement.

The CLIENT shall pay the CONTRACTOR for corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY, HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is \$12,434.92 per month.

The term of this Agreement will end **May 31, 2021**, unless sooner terminated as set forth herein. The Village may renew this contract for two (2) additional successive periods of one (1) year each (**June 1, 2021 through May 31, 2022 and June 1, 2022 through May 31, 2023**) on the same terms and conditions set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

PRINTED NAME: Jeffrey J Rysinger
POSITION: President
SIGNATURE: Jeffrey J Rysinger
DATE: 4/23/18

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard
POSITION: Mayor
SIGNATURE: Michael Newhard
DATE: 4/27/18

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Wastewater System Contracted Services

I. TYPE OF PROJECT

TYPE A: Complete operation of the Sewage Treatment Plant by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Wastewater Treatment Plant on River Street, a Class 3 Plant, which treats one million gallons per day (1 MGD), and the Village's seven (7) Pump Stations.

- To maintain the treatment plant and equipment in top working order;
- To maintain the pump stations in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine painting to maintain the finish on the new facility with paint provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory as required by our SPDES Permit;
- To provide visual observations of the pump station wet wells on the weekends and appropriately log wet well levels and time of day;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by the NYSDEC in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the Village, NYSDEC, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

Renew JCO, Inc. Contract for Additional Year - June 1, 2021 – May 31, 2022

A **MOTION** was made by Trustee Cheney, seconded by Trustee Lindberg, and carried to renew the contract with JCO, Inc. to provide services to operate and maintain the wastewater system and the water production system as set forth in the existing contract for an additional one (1) year period (June 1, 2021 through May 31, 2022) and direct the Mayor to execute said change to the contract.

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

Trustee Cheney Aye Trustee Lindberg Aye Trustee Bachman Aye

Trustee McManus Aye Mayor Newhard Aye

I, MARYANN BENEDICT, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, February 1, 2021 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 3rd day of February 2021.

SEAL

Maryann Benedict
Maryann Benedict, Deputy Village Clerk

**VILLAGE OF WARWICK
WATER PRODUCTION SYSTEM
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into the 27 day of April, 2018 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick, New York 10990, hereinafter referred to as the "CLIENT" and JCO, Inc. hereinafter referred to as the "CONTRACTOR" having its principal offices at P.O. Box 616, 110 Sullivan Street, Wurstboro, NY 12790 in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Water Production System (minimum certification IIA plus D) in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Water Production System, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the term Water Production System refers to the Water Filtration Plant, the Well # 2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR warrants, insures and has provided proof that it has the requisite NYS Department of Health classification qualifications (IIA certification for the treatment plants and D for the distribution system); the requisite experience, and expertise for the operation and maintenance of said Water Supply System in compliance with Local, State and Federal Law, and the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and subject to the terms and conditions herein stated, it is hereby understood and agreed to by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. Maintenance and Operation Services:

The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Water Production System in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing groundwater supply wells, water filtration plant, six water storage tanks, and six pump stations, commencing on **June 1, 2018 and ending May 31, 2021**. The Village may renew this contract for two (2) additional successive periods of one (1) year each (**June 1, 2021 through May 31, 2022 and June 1, 2022 through May 31, 2023**) on the same terms and conditions set forth herein.

2. Compliance With State and Local Laws Regarding Operation:

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County Health Department mandated standards for the operation and maintenance of the water system, as set forth in the following and in the course of daily, weekly, monthly and quarterly task activities. The minimum chief operator certification for the system shall be a grade IIA and D per Part 5 of the New York State Sanitary Code. The CONTRACTOR'S designated operator will provide a copy of a current operator license, post it at the site and will maintain a valid operator certificate while this contract is in effect.

3. Demonstrate Water System Compliance with Regulations:

The CONTRACTOR shall collect, analyze and submit all water system samples and report results required per New York State and the Environmental Protection Agency regulations. Sampling shall be completed at the frequency prescribed in state regulations and shall include all required contaminants. Collected water samples shall be analyzed by a New York State Department of Health certified laboratory. The CONTRACTOR is responsible for maintaining and calibrating the chemical feed equipment as required, to meet water quality regulations. CONTRACTOR shall be responsible for collecting water samples for analyses and testing as described above, or at any other time deemed necessary by CLIENT or CONTRACTOR. The cost of water sample testing and analysis by an outside laboratory will be contracted and paid for by the CLIENT.

4. Schedule Routine Operation and Maintenance of Water Production Systems:

The CONTRACTOR shall operate and maintain the Water Production System in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR. Responsibilities will include but not be limited to regular maintenance on the water filtration plant, Well # 2 Microfiltration Plant, groundwater supply wells, six water storage tanks, and six pump stations.

5. Responsibility for Failure to Meet Regulations:

The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR's caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way or incurs any out of pocket expense.

6. Process Improvement:

The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

7. Onsite Inspections:

The CONTRACTOR shall be onsite for all State and County Health Department site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be

responsible for responding to all health department inspection reports and address all deficiencies reported for the water production system.

8. Maintain Facility Cleanliness:

The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic condition at all times. The CONTRACTOR is responsible for maintaining the landscaping at the Water Filtration Plant only. A mower will be provided by CLIENT. Walkways and walking access to facilities will be maintained by the CONTRACTOR. The CONTRACTOR will be responsible for pumping rainwater/floodwater/leakage at the pumping stations.

9. Provide Emergency Services:

The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on-call service. The distance between the CONTRACTOR and water supply system shall be such that in the event of an emergency the CONTRACTOR is able to reach the water system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

10. Provide Additional Services:

Additional assignments may be carried out under this Agreement with the mutual written consent of both parties. The cost of same shall be separately negotiated.

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13. Assist in Yearly Budget:

The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT's budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

14. Follow all Applicable Laws:

All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

15. Compliance with State and Federal Labor Laws:

The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, and any and all rules and regulations pertaining to the operation and

maintenance of municipal water supply facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not necessarily limited to compliance with New York State Department of Labor law related to the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

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The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

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The CONTRACTOR is responsible for providing qualified personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

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The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations. ☐

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Any storage required by the CONTRACTOR that is in addition to storage available in the facilities is the responsibility of the CONTRACTOR.

23. Insurance Requirements:

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional

insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:

No less than the following:

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance, Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/ \$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
- Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

24. Indemnification

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

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

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- Adequate space to carry out routine control tests and observations.
- Light and power to all spaces and equipment.

- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR's requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the implementation of the Operation and Maintenance Program in this Agreement in accordance with a schedule to be agreed upon by the parties herein. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR's personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.
- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.
- The cost of all chemicals and special equipment necessary to achieve the mandated requirements.
- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.
- The CLIENT will supply tools (wrenches, power tools etc.) for regular maintenance and the CONTRACTOR will keep an inventory of all Village property.
- The Village will provide confined space entry equipment, including portable ventilation, gas meters, tripod, and harness.
- The CLIENT will support the CONTRACTOR by supplying items needed for the maintenance of the system.
- The CLIENT will be responsible for payment for all annual maintenance contracts as they relate to chain falls, generators, laboratory bench top calibrations, and flow meter calibrations.
- The CLIENT shall remain responsible for Meter reading.

- The water distribution system excluding the pump stations and storage tanks will be maintained by the CLIENT and will include the maintenance and repair of hydrants and water mains.
- Flushing of water mains shall remain the responsibility of the CLIENT and shall continue to be performed in the evenings, but may be performed at any other time deemed necessary by the CLIENT.
- CLIENT owns a portable generator that it will make available in the event of a power outage. CLIENT will supply additional portable generators if necessary, at no cost to the Contractor.
- CLIENT will provide temporary pumping in the event of a failure of a pumping station.
- The cost of water sample testing and analysis by an outside laboratory will be contracted and paid for by the CLIENT. The CONTRACTOR is responsible for collecting samples.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein and provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR's services outlined herein shall be payable each month commencing at the execution of the Agreement. Payment for a partial month shall be prorated based on the actual number of days this Agreement was in force during that month.

The CLIENT shall pay the CONTRACTOR for pre-approved corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is \$10,958.75 per month.

The term of this Agreement will end May 31, 2021, unless sooner terminated as set forth herein. The Village may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2021 through May 31, 2022 and June 1, 2022 through May 31, 2023) on the same terms and conditions set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

PRINTED NAME: Jeffrey J Rysinger

POSITION: President

SIGNATURE: Jeffrey J Rysinger

DATE: 4/23/18

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard

POSITION: Mayor

SIGNATURE: Michael Newhard

DATE: 4/27/18

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Water Production System Contracted Services

I. TYPE OF PROJECT

TYPE A: Total operation of the Water Production System by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Water Filtration Plant, the Well # 2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations.

- To maintain the facilities and equipment in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine painting to maintain the finish on the facilities with paint provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily and other laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by regulatory agencies in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the Village, NYSDOH, NYSDEC, Orange County Department of Health, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.

77 Main Street
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Warwick, New York 10990
www.villageofwarwick.org



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

VILLAGE OF WARWICK
INCORPORATED 1867

Renew JCO, Inc. Contract for Additional Year - June 1, 2021 – May 31, 2022

A **MOTION** was made by Trustee Cheney, seconded by Trustee Lindberg, and carried to renew the contract with JCO, Inc. to provide services to operate and maintain the wastewater system and the water production system as set forth in the existing contract for an additional one (1) year period (June 1, 2021 through May 31, 2022) and direct the Mayor to execute said change to the contract.

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

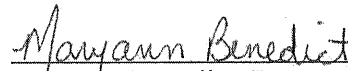
Trustee Cheney Aye Trustee Lindberg Aye Trustee Bachman Aye

Trustee McManus Aye Mayor Newhard Aye

I, MARYANN BENEDICT, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, February 1, 2021 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 3rd day of February 2021.

SEAL


Maryann Benedict, Deputy Village Clerk

AGREEMENT FOR DEFERRED PAYMENTS OF WATER AND SEWER CHARGES

BILLING CYCLE 1

This Agreement made the ____ day of _____, 2022 by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (the "Village") and _____, with an address at _____, Warwick, New York (the "Property Owner").

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

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

WHEREAS, the Property Owner has claimed a COVID-19 related hardship in regard to the said charges, and wishes to enter into a deferred payment agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

5. The Property Owner shall pay the sum of \$ _____ (constituting the sewer installment of \$ _____ and the water installment of \$ _____) to the Village each quarter in addition to such bill for current water and sewer usage as may be due. The first payment shall be deemed due on _____, 2022 and must be submitted by the Property Owner upon the execution of this Agreement. Subsequent payments shall be billed on the 1st day of the month in the months of February, May, August, and November. Bills will be due by the 1st day of the month in the months of March, June, September, December.

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

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

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

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

THE VILLAGE OF WARWICK

PROPERTY OWNER

By: Michael Newhard, Mayor

[Print Name]

**AGREEMENT FOR DEFERRED PAYMENTS OF WATER
AND SEWER CHARGES**

BILLING CYCLE 2

This Agreement made the ____ day of _____, 2022 by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (the "Village") and _____, with an address at _____, Warwick, New York (the "Property Owner").

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

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

WHEREAS, the Property Owner has claimed a COVID-19 related hardship in regard to the said charges, and wishes to enter into a deferred payment agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

THE VILLAGE OF WARWICK

PROPERTY OWNER

By: Michael Newhard, Mayor

[Print Name]

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Warwick Village of
77 Main Street
Warwick NY 10990

Date Estimate #
02/22/2022 1487

PO #:

Description	Unit	Quantity	Rate	Amount
- RBC #10				
TAM Enterprises Inc. is pleased to quote the following:				
- Lift RBC, remove damaged drive side bearing.				
- Inspect shaft for damage.				
- Supply & installation of (1) new Dodge split bearing.				
- Lower RBC & test.				
For the sum of:		1.00	9860.000	9,860.00
* If shaft is damaged & needs repair additional cost of:			2720.000	

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$9,860.00
Sales Tax:	0.00
Quote Total	\$9,860.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com

To: Village of Warwick Board of Trustees
From: Brad Davidson, President, Highlander Rugby
Re: Facilities use request
Date: February 19, 2022

RECEIVED

FEB 22 2022

VILLAGE OF WARWICK
CLERK

To Whom It May Concern:

Per directions on the *facility use request form*, Highlander Rugby are requesting use of fields at Veteran's Memorial Park for practices and games through the 2022 season. We are specifically requesting:

- PRACTICES: Tuesday and Thursday nights from 7-9 PM at practice field 5 (or whichever practice field works best in collaboration with Youth Football) through August 2022. We have included a \$300 check for the lights.
- GAMES: Specific Sunday dates for boys rugby matches on the youth football field (time TBD; typical time is 12 noon – 4 PM but we can shift later with lights if there is a conflict with softball, kickball, or football):
 - March 27
 - May 15
 - May 22

For each of these games we will be hosting a similar youth team and will play 1 or 2 matches, followed by snacks at the football snack shack with permission from Brian Perez, who is also a board member of Highlander Rugby. At these games sanctioned referees are provided by the league, as are qualified athletic trainers who are paid for by the club. These and other safety rules (proper equipment, age requirements, field dimensions, spectator distance from fields, etc.) are mandated by USA Rugby and will be strictly adhered to.

The spring season will be followed by a summer season; we have no dates for that yet and will submit a separate request at that time for fields for game use. The practice times will be the same, so we are requesting use of those fields through the end of 2022. The USA Rugby-provided COI only runs through end of August, and we will renew that for our Fall 7s practices and any home games. We will not conduct any practices after August without permission and without a new COI in place.

Highlander Rugby is a 501(c)3 non profit corporation [ID number 0450134227] youth rugby club, created to give youth in Northern NJ and Southern NY an opportunity to play rugby. We were formed in West Milford NJ in 2011 and moved to Warwick in April 2021.

We have been enjoying our time in Warwick and are looking forward to continued growth of the club.

Brad Davidson, Highlander Rugby



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clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: Feb. 2022

Title of Event: Highlander Rugby season 2022

Purpose of Event: Training & games for H.S. Rugby (boys & girls)

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: March - December '22 Rain Date Requested: _____

Arrival Time: 7 PM Departure Time: 9 PM → practices, Tuesdays - Thursdays

Event Start Time: _____ Event End Time: _____ Games on weekends - see letter for dates of spring games

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Brad Davidson

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

RECEIVED

FEB 22 2022

VILLAGE OF WARWICK
CLERK

Mailing Address of Responsible Party: 64 Wilhelm Drive, Warwick

Email Address: bedling@hotmail.com Cell Phone: 845 781 6254

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

Name of Organization (if Applicable): Highlander Rugby

Name of Organization's Director(s)/Officer(s): Brad Davidson

Organization's Phone: 845 781 6254 Email Address: bedling@hotmail.com

Mailing Address of Organization: 64 Wilhelm Drive, Warwick NY 10990

Physical Address of Organization: N/A

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: -practices: 10-30
-games: 30-60

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

of Adults: ~10 # of People Under 18: ~10-40

Expected Number of Vehicles Intended at the Event: 10-20

Please explain the parking plan for the event: parking at Veterans Memorial Park

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <u>X</u>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____	Yes _____ No <u>X</u>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <u>X</u>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <u>We will use the football snack shack to provide snacks for players</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 <u>X</u> No _____
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <u>X</u>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <u>X</u>
Other <i>Please explain:</i> <u>goal posts (removable) at football field</u>	Yes <u>X</u> No _____

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Brad Davidson

Printed Name of Applicant/Responsible Party

[Signature]

Signature of Applicant/Responsible Party

Date

2/19/22



VILLAGE OF WARWICK
MEMORIAL PARK

RECEIVED

MAR 01 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



WICKHAM WORKS

EXCHANGE. SHARE. MAKE.

March 1, 2022

To: Mayor of Village of Warwick and Board of Trustees

For: Banner request

Wickham Works would like to request permission to place a banner, 3' x 6', along the fence enclosing Stanley Deming Park to promote Earth Fest Warwick 2022, for the period of time April 16th through 30th. The event takes place on April 30th from noon to 5pm.

Our insurance policy naming the Village of Warwick for Earth Fest is on file with the Village.

Yours sincerely,

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

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Village of Warwick - Banner Request Form

Today's Date March 2nd, 2022

Date's Requested April 16 - 30, 2022

Location Requested: West Street _____ First Street _____ Village Parks Stanley Denning Utility Poles _____

Name of Organization: Wickham Works Inc.

Mailing Address: 3 Forester Ave., Unit 8, Warwick, NY 10990

Telephone: (Day) 917 922 0943 (Evening) same (Cell) same

Email: mshawsmith@wickhamworks.org

Banner Dimensions and Specifications:

- Banners over **West Street** must be 20 feet wide and 3 feet high. Banners must also be designed for wind loads AND must include 'D' rings.
- Banners by the **First Street Parking Lot** must be 6 feet wide and 3 feet high.
- Banners at **Village Parks** are allowed only if your event is happening at the park. They must be no larger than 16 feet wide and 3 feet high.
- Banners on **Utility Poles** must be 2 feet wide by 5 feet high.

Diagram and/or picture of banner showing content must accompany this permit.

Request must be submitted with required Certificate of Liability Insurance which includes:

- \$1,000,000 per occurrence / \$2,000,000 aggregate
- Certificate Holder: Village of Warwick, 77 Main Street, Warwick, NY 10990
- Description must state: "This certificate is issued in connection with the hanging of the 'Name of Banner' on 'Location Hanging Banner' from 'Dates Requested'. This certificate is issued subject to all policy terms, conditions, limitations, exclusions and language."

Banner Request Forms must be signed by a Village resident.

Banners may be hung for a **maximum** of two weeks only. **Banners that do not meet the above specifications will not be hung; no exceptions.*

***Banner Request Form, Certificate of Insurance, and Picture of Banner must be submitted in one complete packet to the Village of Warwick in order to be presented to the Mayor for approval at least 2 weeks prior to the date's requested.**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she, on behalf of the organization does hereby covenant and agree to defend, indemnify and hold harmless the Village 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 banner hanging.

Aliza Schiff
Signature of Village Resident

41 Gordon Terrace
Address

845 987-0481
Telephone

**SATURDAY APRIL 30TH
12noon - 5pm**

**STANLEY DEMING PARK
WARWICK, NEW YORK
FREE ENTRY**



WICKHAM WORKS
EXCHANGE. SHARE. MAKE.

**Modern Times
Puppet Theater
Upcycled Artworks
Hands-on Making
Arcade Games
Live Music & Performances
Puppet Parade**

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 3/0/2022

Title of Event: TOO GOOD TO TOSS (TGTT)

Purpose of Event: Free Community swap of useful goods

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: Parkway

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: * Fri Aug 26 - Mon Aug 29 Rain Date Requested: _____

Arrival Time: 9-10 AM Departure Time: 12 NOON

Event Start Time: 10 AM Event End Time: 4 PM

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Elizabeth Knight Moss, Too Good to Toss

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

Melissa Shaw-Smith/Dickham Works.

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 ^{we} will coordinate w/ Village DPW: trash cans, traffic cones, reflective vests, use of water faucets, etc. Please explain: _____	Yes _____ No <input checked="" type="checkbox"/>

SPECIAL REQUESTS:
CHECK YES OR NO

Road Closure List road(s): _____ Closed between the hours of _____ and _____ Number of 'No Parking' meter bags requested, if applicable: _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes _____ No <input checked="" type="checkbox"/>
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 Please explain: _____	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

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

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

TOTAL FEES: \$ 0 (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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

M. SHAW - SMITH

Printed Name of Applicant/Responsible Party

M. Shaw-Smith

Signature of Applicant/Responsible Party

March 1, 2022

Date

Clerk Use Only: Security Deposit Check # 322 Certificate of Insurance ☒ Host Liquor Liability NA
 Fees Received NA Park Map(s) ☒ Police Dept. Approval (if applicable) ☒
Park Area Parking Approval ☒

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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

M. SHAW-SMITH

Printed Name of Applicant/Responsible Party

M. Shaw-Smith

Signature of Applicant/Responsible Party

Date March 1, 2022

RECEIVED
MAR 01 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



WICKHAM WORKS

EXCHANGE. SHARE. MAKE.

March 1, 2022

To: Mayor of Village of Warwick and Board of Trustees

As fiscal sponsor of the annual free community swap known as Too Good to Toss, Wickham Works Inc. would like to ask permission for the use of Stanley Deming Park on Saturday, August 27th, 10 AM-4PM, and Sunday, August 28th, 10AM-4PM, 2022. Additional dates include: Set-up hours on Friday, August 26th for delivery and setup of tents, tables and chairs from Jenc's Party Rental (formerly known as Warwick Party Rental) to the basketball court; Monday August 29th, DPW pick up of recyclables and trash, Jenc's party rental breakdown and pick up, charity (to be determined) pickup of left over items.

As in previous years, residents of the Town, Village, and Hamlets of Warwick will be invited to drop off gently used, clean items in good repair with all working parts from a list of acceptable goods, approved by the DPW, to the basketball court on Friday, August 26th, 5 PM-7 PM (TGTT volunteers only), and Saturday, August 27th, 10AM-4PM. The public is invited to shop for free on Sunday, August 28, 10AM-4PM.

Volunteer parking attendants will direct traffic to off-site parking at Park Avenue School, supervise drop-off and pick-up of Too Good to Toss items at the basketball court, and load-in and cleanup for the event.

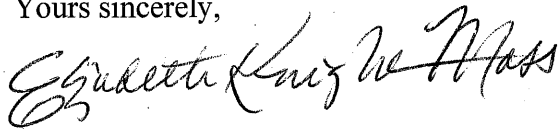
We would like to request the following from the Village:

- use of basketball court, lawn area around the handball court, and restrooms from 10AM (depending upon Jenc's Party Rental's schedule to deliver/set up tents) on Fri. 8/26 through the morning of Mon. 8/29.
- blocking-off 18 parking spaces near entrance of basketball court only for drop off and pick up.
- posting no parking signs and/or yellow tape to discourage people from parking on the grass.
- DPW pick up of leftovers after Salvation Army (or other charity to be determined) pick up on Monday morning.
- the Village contribution of one half (\$1,768.69) of the total cost (\$3,537.38) to rent, deliver, set up, pick up tents, tables and chairs for Too Good To Toss from Jenc's Party Rental. The other half of these costs to be paid by the Town – already agreed upon by Town Supervisor Mike Sweeton.


Ctd.

- 15+ orange parking cones.
- 10 reflective vests for parking volunteers.
- 4 garbage cans for basketball court.
- access to water fountains and bathrooms from Friday afternoon through Monday morning.

Yours sincerely,

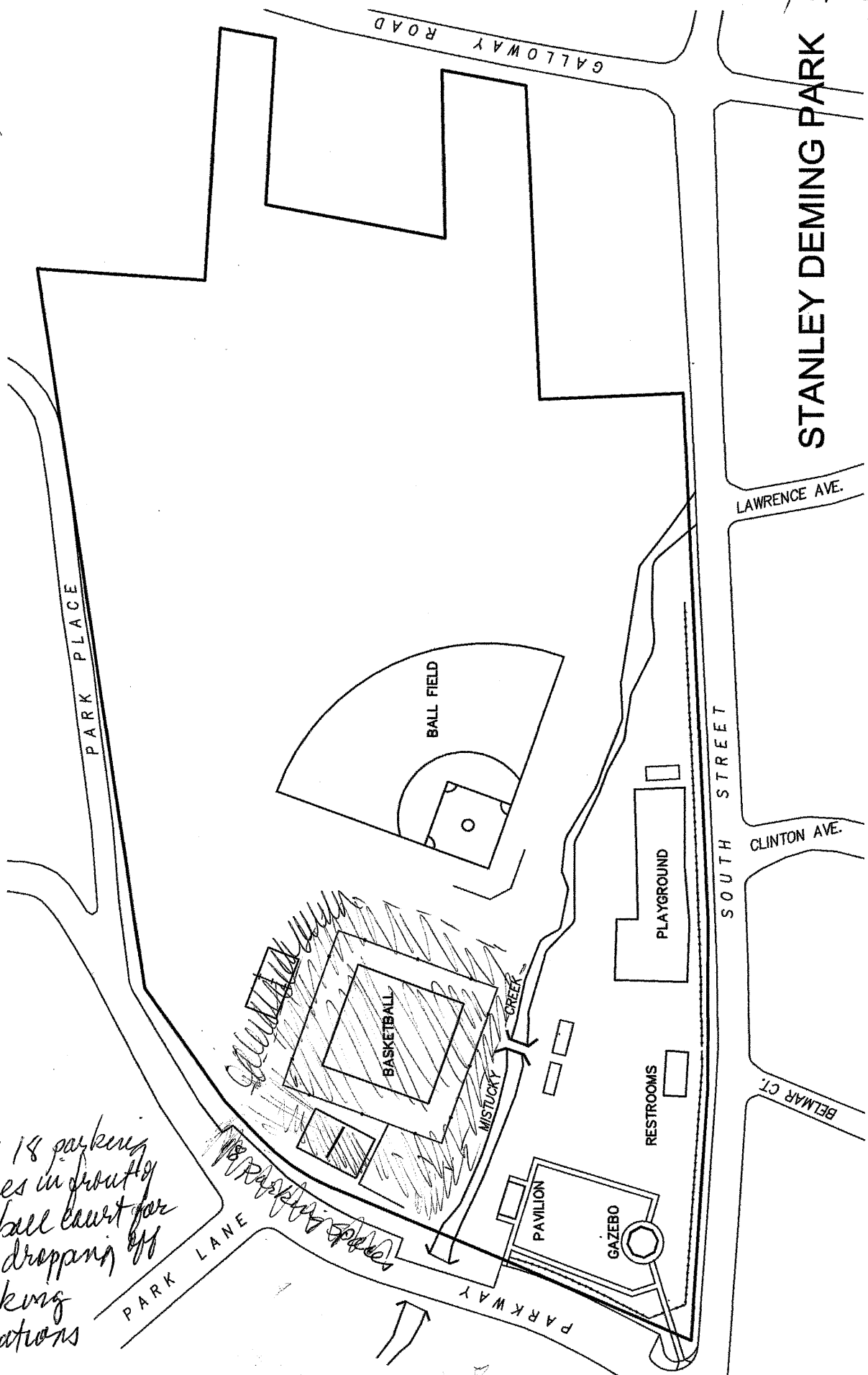
A handwritten signature in cursive script, appearing to read "Elizabeth Knight".

Elizabeth Knight (Too Good to Toss)

A handwritten signature in cursive script, appearing to read "Melissa Shaw-Smith".

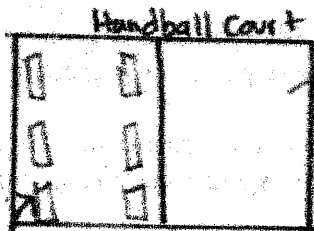
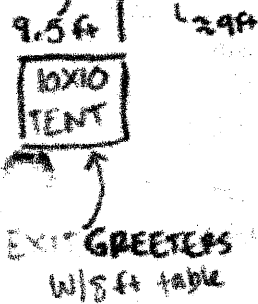
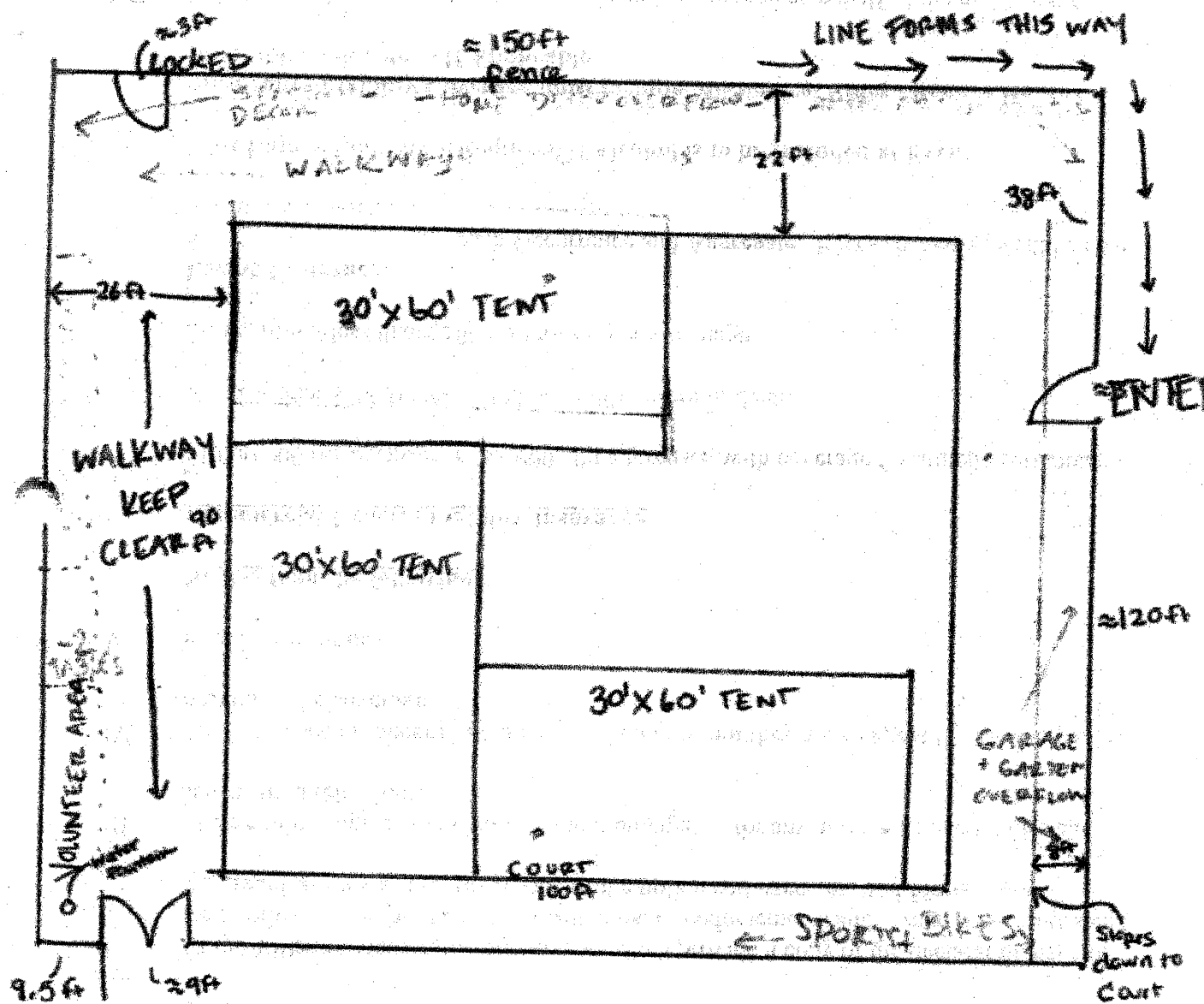
Melissa Shaw-Smith (Wickham Works).

STANLEY DEMING PARK



use of 18 parking
spaces in front of
basketball court for
people dropping off
or picking
up donations

Basketball Court, Stanley Dome, Park 1 sq. = 5 ft



Both sides reserved
Sunday for dropping stuff to hold
while owner goes to get vehicle

6x8' tables (SATURDAY ONLY)

3 in front, 3 behind

PARKING - 18
spaces on
parkway

PARKING ONLY FOR
DROP OFF/PICK UP OF
DONATIONS

Excelsior Hose Co. No. 1



Captain Ryan Reilly – rmreilly@gmail.com
1st Lt. Austin Courtney – austincourtney634@gmail.com
2nd Lt.
Safety Officer Andy Schork - schorka@yahoo.com

President Chris Gardner – cmgardner634@gmail.com
V. President Charles Kittner – kitt@warwick.net
Secretary Mary Augustyni - maugustyni@wvcsd.org
Treasurer George Oppen – oppers@warwick.net

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

March 2, 2022

Dear Mayor Newhard and the Village Board:

The Excelsior Hose Company #1 is requesting permission to hold a coin toss on March 19 and 20, 2022 on State Route 94 near the entrance to the Village (in front of 27A Oakland Avenue). The hours for the two day event would be 10:00am – 3:00pm. We have previously held the coin toss at that location.

Enclosed are the \$200 refundable deposit, certificate of insurance and application. At this time we request as a non-profit organization requesting use of a section of a state road only that future requests for this type of event have the \$200 deposit waived.

Thank you for your approval of this matter.

Sincerely,

Christopher Gardner
President
Excelsior Hose Co.

RECEIVED

MAR 02 2022

VILLAGE OF WARWICK
CLERK

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 3/2/2022

Title of Event: Coin Toss

Purpose of Event: 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: Rte 94 (in front of 27A Oakland Ave.)

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: March 19 + 20, 2022 Rain Date Requested: _____

Arrival Time: 10:00 Am Departure Time: 3:00 pm

Event Start Time: 10:00 Am Event End Time: 3:00 pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Christopher Gardner, Pres. Excelsior Hose Co.

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

Mailing Address of Responsible Party: P.O. Box 219, Warwick, NY 10990

Email Address: cmgardner634@gmail.com Cell Phone: _____

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

Name of Organization (if Applicable): Excelsior Hose Company

Name of Organization's Director(s)/Officer(s): Christopher Gardner, Pres.

Organization's Phone: 845-986-4688 Email Address: _____

Mailing Address of Organization: P.O. Box 219, 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: 12

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

of Adults: 12 # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 1

Please explain the parking plan for the event: THE ENGINE IS PARKED ON ROAD ^{AT CURB} FOR COIN Toss
FOR MOVING TRAFFIC

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

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

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

TOTAL FEES: \$ 0 (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 Excelsior Hose Co #1 (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 Excelsior Hose Co #1 (Name Organization).

Christopher Gardner
 Printed Name of Applicant/Responsible Party

[Signature]
 Signature of Applicant/Responsible Party

3/2/2022
 Date

Clerk Use Only: Security Deposit Check # _____ Certificate of Insurance _____ Host Liquor Liability _____
 Fees Received _____ Park Map(s) _____ Police Dept. Approval (if applicable) _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broadfield Insurance, a member of pcif ins services 68 Main Street Warwick NY 10990	CONTACT NAME: Jennette Montgomery	FAX (A/C, No): (845) 986-0949	
	PHONE (A/C, No, Ext): (845) 986-2211	E-MAIL ADDRESS: jmontgomery@broadfieldinsurance.com	
INSURED Warwick Fire District Excelsior Hose Company #1 of Warwick P O Box 421 Warwick NY 10990	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Alternative Insurance Corp.		19720
	INSURER B: Public Employer Risk Mgt. Assoc.		22222
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** CL223222381**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		VFNU-TR-0000588-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			VFNU-CM-0000587-02	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		VFNU-TR-0000588-01	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC0000272-27	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as required by written contract. Event: Coin Toss - March 19, 2022 & March 20, 2022. Coverage is afforded on a primary non contributory basis. This certificate of insurance is issued subject to all policy terms, conditions, limitations, exclusions and language.

CERTIFICATE HOLDER

Village of Warwick PO Box 369 Warwick NY 10990	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RECEIVED

FEB 22 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

2/24/2022

To: Mayor Newhard and Village Board Members

From: Joshua Rodrigues 16 Queen Anne Lane Warwick, NY 10990, 845-987-4960
csr.71@hotmail.com

Dear Mayor Newhard and Village Board Members,

I request permission to be put on the docket for the Monday, March 7th Village Board meeting.

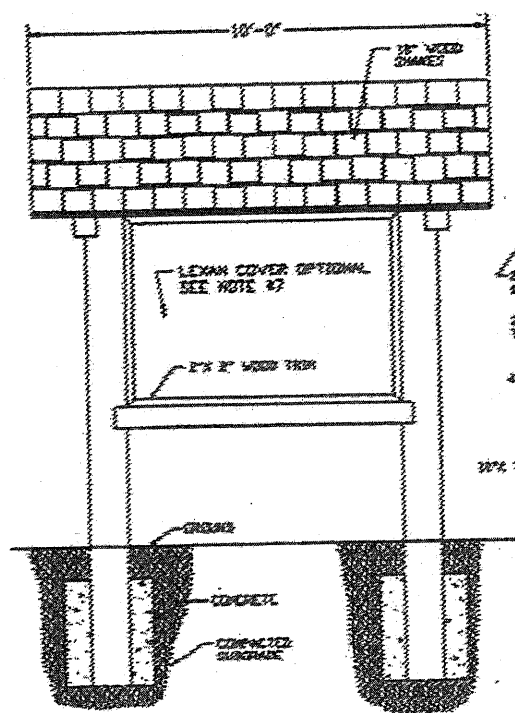
I, Joshua Rodrigues, of Warwick from Troup #45, respectfully request approval to build an information kiosk for my Eagle scout project, that in cooperation with Warwick Skatepark Initiative, will be installed at the site of the already approved new skatepark in Veterans Memorial Park.

I Joshua Rodrigues of Troop 45 hope to complete this project and ask Warwick DPW to install it at the end of this coming summer or early fall, to be determined. I Joshua Rodrigues will take full responsibility for all fundraising, materials, planning and building of this kiosk and contacting Warwick DPW once completed.

I Joshua Rodrigues, Life scout of Troop 45 Warwick thanks you for your kind consideration of my request.

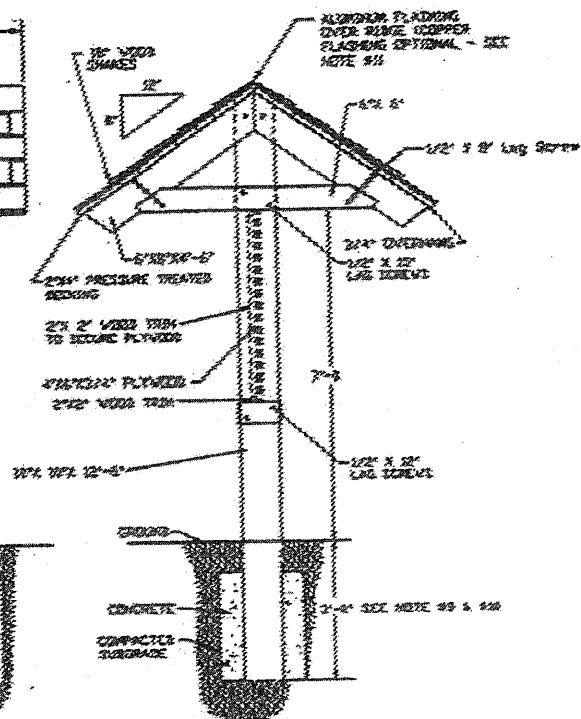
Sincerely,

Joshua Rodrigues



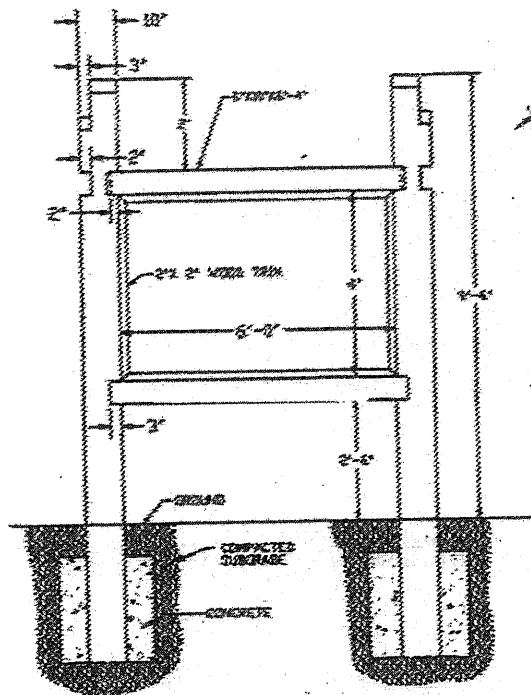
FRONT ELEVATION

SCALE: 3/4\"/>



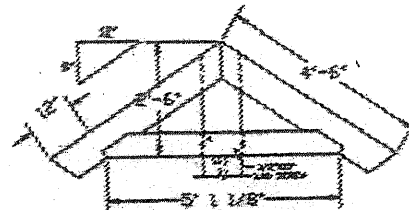
END ELEVATION

SCALE: 3/4\"/>



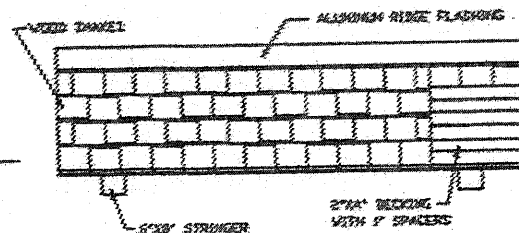
FRAMING DETAIL

SCALE: 3/4\"/>



SIDE FRAMING DETAIL

SCALE: 3/4\"/>



ROOF ASSEMBLY

SCALE: 3/4\"/>

NOTES

1. ALL WOOD SHOULD BE PRESSURE TREATED.
2. ALL HARDWARE AND NAILS SHALL BE GALVANIZED.
3. CEDAR WOOD SHAKES SHOULD BE APPROXIMATELY 10\"/>

(NOT TO SCALE)