

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MAY 8, 2023, 7:00 P.M.
WORK SESSION**

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

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

Motions

**1. FY-2024 ORANGE URBAN COUNTY CONSORTIUM COMMUNITY
DEVELOPMENT PROGRAM GOVERNING BODY AUTHORIZING
RESOLUTION - SIDEWALKS ON SOUTH STREET BETWEEN
THIRD STREET AND LAWRENCE AVENUE**

The Village of Warwick is hereby submitting its Application for consideration under the FY-2024 Orange Urban County Consortium Community Development Program and the chief elected official or executive officer is hereby authorized to submit this Application for Sidewalks on South Street between Third Street and Lawrence Avenue as described in the proposal. Input from citizens and groups has been received and considered and an application has been prepared which addresses their community concerns. They further certify that they have read and understood the Orange Urban County Consortium Community Development Guidelines for the FY-2024 program year and have met all of its applicable requirements and that the information contained in the Application is accurate and true to the best of their knowledge. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Mary Collura, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. RESOLUTION APPROVING LICENSE & INDEMNITY
AGREEMENT WITH
ST. ANTHONY COMMUNITY HOSPITAL

WHEREAS, the Village of Warwick is undertaking an evaluation of the feasibility of relocating the Maple Avenue Water Booster Station; and

WHEREAS, in the course of such evaluation it will be necessary for the Village's engineering services contractor, Barton & Loguidice, to conduct certain survey and subsurface activities on property owned by St. Anthony Community Hospital (the "Hospital") located at 15 Maple Avenue, Warwick, New York; and

WHEREAS, the Village Board has before it a proposed License and Indemnity Agreement with the Hospital which allows and is required for performance of the survey and subsurface activities which the Village wishes to conduct on the Hospital's property in regard to the proposed relocation of the Maple Avenue Water Booster Station;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board approves the License and Indemnity Agreement; and
2. That the Mayor is authorized to sign the License and Indemnity Agreement and all documents necessary to carry out the terms and provisions thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

3. **MOTION** to appoint special counsel from J&G Law, LLP for Article 7 tax certiorari proceedings.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Discussion

1. Connection Fees.

Executive Session, if applicable.

Adjournment

LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement (the "Agreement") is entered into as of this ____ day of May, 2023, by and between St. Anthony Community Hospital, Warwick, New York, a New York non-profit corporation with its mailing address at 15 Maple Avenue, Warwick, New York 10990 ("Licensor") and the Village of Warwick with its principal offices at 77 Main Street PO Box 369 Warwick, NY 10990 ("Licensee"), with reference to the following facts:

RECITALS

A. Licensor owns and occupies the property with a street address of 15 Maple Avenue, Warwick, New York, which includes the areas identified on the letter attached hereto as Exhibit A, and the improvements thereon (the "Property").

B. Licensee, through its engineering services contractor, Barton & Loguidice, seeks to conduct certain survey and subsurface investigation activities on the Property (the "Evaluation Activities") to evaluate the feasibility of relocating the Maple Avenue Water Booster Station (the "Proposed Project"), all as further described on the letter attached hereto as Exhibit A.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensee (and Licensee's agents, representatives, employees, invitees, licensees, contractors and subcontractors) shall have the right and license to perform the Evaluation Activities on the Property during the period commencing on March 20, 2023 and ending on July 31, 2023 at mutually agreeable times as between Licensor and Licensee. In conducting all such Evaluation Activities, Licensee shall comply with all applicable laws, rules, regulations, and policies and obtain and maintain the insurance described in Section 2 below. All costs of Licensee associated with the Evaluation Activities work shall be borne solely by Licensee. Licensee hereby further acknowledges that it is familiar with the Property and, for the purpose of performing the Evaluation Activities, Licensee accepts the same in its current "as-is" condition.

2. Insurance. During the term of this Agreement and at any time while Licensee is causing its contractors to perform the Evaluation Activities, Licensee shall and shall have its contractors, subcontractors and other agents performing the Evaluation Activities obtain and maintain in full force and effect:

(i) all insurance required under applicable Worker's Compensation Acts; and

(ii) general liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, naming the Licensor as an additional insured. If the Contractor, having named the Licensor as an additional insured, is present during all field activities performed by the Subcontractor on the Property, then the aforementioned Subcontractor is not required to list the Licensor as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:

(i) Premises - Operations.

(ii) Broad Form Contractual.

- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

- (iii) Employer's liability insurance with a minimum limit of \$1,000,000.
- (iv) Excess/umbrella liability coverage with minimum limits of \$10,000,000 per occurrence.
- (v) Professional liability insurance ("acts and omissions") on an occurrence basis with minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the annual aggregate.
- (vi) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000.

Before commencing any work or activity related to the Evaluation Activities, Licensee shall furnish Licensor certificates of insurance evidencing the above coverages. If the insurance coverage of a subcontractor does not meet all of the requirements herein, then the Licensee may request an exception for review and approval by the Licensor.

3. Assumption of Risk and Damage. Licensee assumes all risk of loss and damage arising from the Evaluation Activities, except to the extent caused by the negligence or willful misconduct of Licensor, its agents, employees, representatives or contractors.

4. Indemnity Regarding Evaluation Activities. Licensee shall indemnify, defend and hold harmless Licensor from and against all claims, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and costs) with respect to property damage or personal injury, arising directly or indirectly from Licensee's and its contractors use of the Property to perform the Evaluation Activities or the negligence or willful misconduct of Licensee, its agents, employees or contractors with respect to the Evaluation Activities, except to the extent caused by the negligence or willful misconduct of Licensor, its agents, employees, or contractors. The obligations of this paragraph shall survive termination of this Agreement for the applicable statute of limitations.

5. Entire Agreement. All exhibits referred to herein are attached hereto and incorporated by this reference. This Agreement contains the entire agreement and understanding of the parties with respect to the Evaluation Activities and cannot be amended or modified except by a written agreement, executed by each of the parties hereto. The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of New York. This Agreement shall only apply during the conduct of the Evaluation Activities work and once Licensee completes same, it shall no longer be applicable.

6. Proposed Project. The parties acknowledge and agree that this Agreement is only intended to govern the Evaluation Activities and that if and when Licensee elects to proceed with the Proposed Project the parties will enter into an additional agreement(s) and/or easements governing same. For the avoidance of doubt, the Evaluation Activities comprise the "Survey for Base Mapping and Boundary Survey" and "Subsurface Investigations" work described on the letter attached hereto as Exhibit A.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

LICENSOR:
ST. ANTHONY COMMUNITY HOSPITAL,
WARWICK, NEW YORK

By: _____

Name: _____

Title: _____

LICENSEE:
VILLAGE OF WARWICK

By: _____

Name: _____

Title: _____

EXHIBIT A

*[See attached letter from Barton & Loguidice to St. Anthony Community Hospital,
dated September 19, 2022]*

September 19, 2022

Dr. Mary P. Leahy, CEO
St. Anthony Community Hospital
15 Maple Avenue
Warwick, New York 10990

Re: Proposed Work on Hospital Property
Relocation of the Maple Avenue Water Booster Station

File: 1334.019.001

Dear Dr. Leahy:

Barton & Loguidice, D.P.C. (B&L) has been retained by the Village of Warwick for the engineering services for the Relocation of the Maple Avenue Water Booster Station project. The Maple Avenue water booster pump station is located at the intersection of Colonial Avenue and Maple Avenue (NYS Route 94). The NYSDOT has indicated to the Village that intersection is scheduled to be reconfigured and repaved in the summer of 2023. Relocation of the Maple Avenue pump station must be conducted prior to the intersection redevelopment and pavement. Completing the pump station relocation project prior to NYSDOT work would greatly improve the layout of the Maple Avenue intersection, as well as pedestrian safety and operation of the pump station itself.

Provided below is a summary of the proposed activities to take place at the proposed Grand Street location on the St. Anthony's Hospital property:

- **Survey for Base Mapping and Boundary Survey**

Civil-Tec is the qualified professional surveying company who has been hired to prepare base mapping for the project area. *Figure 1* (attached) shows the limits of the survey at the project site. The survey will include all evident planimetric and topographic features such as one-foot contour intervals, structures, landscaping, trees, overhead utilities, poles, underground utility evidence etc. Underground utilities would be located and shown based on existing utility mapping and Dig Safely New York mark-outs. A benchmark will be set at the site for use by Civil-Tec. Deed research and a boundary survey will also be completed for the potential land purchase or easement of the proposed pump station location along Grand Street.

- **Subsurface Investigations**

Atlantic Testing Laboratories (ATL) is the qualified geotechnical company that has been hired to drill one soil boring at the project site. The soil boring would reach an estimated depth of 30-feet and a soil sample would be collected and analyzed. A geotechnical report would then be prepared indicating allowable soil bearing capacity, estimated settlement, lateral earth pressures, and Seismic Site Classification. This information would be utilized to design the pump

station building foundation. *Figure 1* (attached) denotes the approximate location of the proposed soil boring, which is currently staked out on the property.

B&L will prepare the appropriate Environmental Assessment Form (EAF) and complete a coordinated review with all interested and involved parties. The anticipated involved and interested parties include the Village of Warwick, who will act as the lead agent, NYS Department of Environmental Conservation (NYSDEC), NYS Office of Parks, Recreation, and Historic Preservation (OPRHP), Orange County Planning, NYS Department of Transportation (NYSDOT), and St. Anthony's Hospital.

B&L will also prepare design plans and technical specifications for a new pre-fabricated booster pump station. The design will be in general conformance with the New York State Department of Health (NYSDOH) design standards as defined in "Recommended Standards for Water Works", except any variations approved by NYSDOH. The proposed pump station location is provided in *Figure 2*, attached.

Attached to this letter you will find the two referenced figures, as well as copies of the insurance certificates for Barton & Loguidice, Civil-Tec, and Atlantic Testing Laboratories.

Thank you for your consideration of the new water booster pump station at the proposed location. Please let us know if we have been granted authorization to proceed with the proposed activities listed herein. If you have any questions or concerns, feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Jason A. Ballard
Associate



