

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 – October 18, 2021

Pursuant to Chapter 417 of the Laws of 2021 permitting local governments to hold meetings remotely and take such actions authorized by law without allowing the public to be physically present at the meeting due to safety concerns related to the delta variant of COVID-19, the Village of Warwick Village Board meetings will be conducted virtually through Zoom Videoconference until further notice or until the expiration of the law on January 15, 2022.

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
OCTOBER 18, 2021
AGENDA**

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

1. Introduction by Mayor Newhard.
2. **Public Hearing on proposed Local Law No. 3 of the Year 2021 entitled: "A local law to amend Village Code Chapter 135, 'Vehicles and Traffic' to add traffic safety regulations and traffic control devices."**
3. Acceptance of Reports – September 2021: Clerk's Office & Tax Collection Summary, Justice Department, Building Department, Planning Board, ZBA and ARB, including the Treasurer's Office Monthly Credit Card Account Transaction Detail for the September and October 2021 statements.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

5. Police Report.

Announcements

1. All things Halloween in the Village of Warwick.

Correspondence

1. Letter from Village of Warwick Planning Board Secretary, Maureen Evans, regarding the Planning Board SEQR determination of a Negative Declaration for an amended site plan application for St. Anthony Community Hospital.

Discussion

1. St. Anthony Community Hospital request to renew the 2005 Village of Warwick Special Use Permit to construct two proposed additions to St. Anthony Community Hospital.
2. Cablevision Franchise Renewal.
3. Proposed revisions to Village of Warwick facility use permits and Village Code Chapters 39, 90, and A150.

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 grant permission to Village Employee, Mike Finelli, to carry over 2.82 vacation days.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

2. **MOTION** to return the building permit fee to Infinity Solar Systems, LLC for a project located at 70 Laudaten Way, Section 218 Block 1 Lot 37 due to a cancellation of the contract per the request of Building Inspector/Code Enforcement Officer, Boris Rudzinski.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

3. **MOTION** to approve the purchase of an RC Remote Controlled Slope Mower from Long Island Sanitation Equipment Company in the amount of \$53,950 per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F.8340.2350.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

4. RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION FOR THE ENGINEERING PLANNING GRANT RELATED TO THE VILLAGE OF WARWICK INFLOW AND INFILTRATION STUDY OF 2021

WHEREAS, the Village of Warwick (Village) submitted a Consolidated Funding Application (CFA) for an Inflow and Infiltration Study (Project); and

WHEREAS, the Project has been selected to receive an Engineering Planning Grant (Grant) up to \$30,000 through the New York State Clean Water State Revolving Fund (CWSRF) program; and

WHEREAS, certain agreements, contracts and other documents are required to be executed by the Village in order to enter into the Grant Agreement.

NOW THEREFORE BE IT RESOLVED AND DETERMINED, that the Mayor is authorized to execute the Grant Agreement with the New York State Environmental Facilities Corporation and any and all other contracts and documents necessary to bring about the Project and to fulfill the Village of Warwick's obligations under the Engineering Planning Grant Agreement.

_____ 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 _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**5. RESOLUTION AUTHORIZING AND APPROPRIATING THE LOCAL MATCH
FOR THE NEW YORK STATE ENVIRONMENTAL FACILITIES
CORPORATION ENGINEERING PLANNING GRANT RELATED TO THE
VILLAGE OF WARWICK INFLOW AND INFILTRATION STUDY**

WHEREAS, the Village of Warwick (Village) has been notified of the award of an Engineering Planning Grant (EPG) up to \$30,000 through the New York State Environmental Facilities Corporation (NYSEFC) for an Inflow and Infiltration Study (Project); and

WHEREAS, NYSEFC requires a 20% local match of the total grant award; and

WHEREAS, the 20% local match for this grant is \$6,000, which the Village can pay through a cash match.

NOW THEREFORE BE IT RESOLVED AND DETERMINED, that the Village authorizes and appropriates the minimum 20% local match as required by the Engineering Planning Grant Program for the Project.

_____ 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 _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**6. DETERMINATION THAT THE PROPOSED VILLAGE OF WARWICK
INFLOW AND INFILTRATION STUDY IS A TYPE II ACTION UNDER NEW**

**YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT AND WILL NOT
HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT**

WHEREAS, the Village of Warwick (Village) has been notified of the award of an Engineering Planning Grant (EPG) up to \$30,000 through the New York State Environmental Facilities Corporation (NYSEFC) for an Inflow and Infiltration Study (Project); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 NYCRR Part 317, the Village desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQRA) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law.

NOW THEREFORE BE IT RESOLVED AND DETERMINED, that the Village hereby determines that the Project is a Type II action in accordance with 6 NYCRR Section 617.5(c) subparagraphs (24) and (27) which constitutes that an engineering or environmental study that does not commit the Village to undertake, fund, or approve any Type 1 or Unlisted actions is not subject to further review under 6 NYCRR Part 617. These engineering or environmental studies have been determined not to have a significant impact on the environment and are precluded from environmental review under Environmental Conservation Law.

_____ 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 _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**7. RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH BARTON & LOGUIDICE FOR ENGINEERING**

SERVICES RELATED TO THE VILLAGE OF WARWICK INFLOW AND INFILTRATION STUDY

WHEREAS, Barton & Loguidice (B&L) assisted the Village of Warwick (Village) with the submission of a Consolidated Funding Application (CFA) for an Inflow and Infiltration Study (Project); and

WHEREAS, the Village has been notified of the award of an Engineering Planning Grant (EPG) up to \$30,000 with a \$6,000 match through the New York State Environmental Facilities Corporation (NYSEFC) for the Project; and

WHEREAS, the Village intends to use this grant and the match to pay for engineering services related to the Project.

NOW THEREFORE BE IT RESOLVED AND DETERMINED, that the Mayor is authorized to execute an agreement with B&L for engineering services related to the Project in the amount of \$36,000. This amount shall not be exceeded without prior authorization by the Village Board.

_____ 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 _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

8. **MOTION** to authorize the Mayor to amend the contract currently in effect with ESC Environmental Inc. for services to Deliver Chemicals to the Village by increasing the delivered price for Sodium Hypochlorite (Liquid 12.5%) from a previously amended \$1.75/gallon to \$1.90/gallon effective September 21, 2021.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

9. **MOTION** to go out to bid for chemical delivery of Sodium Hypochlorite (Liquid 12.5%) for the Village of Warwick Water and Sewer Plant, to include delivery to the Wastewater Treatment Plant, Reservoir Water Filtration Plant, Well #2, Well #3, and the Micro Filtration Plant 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 ____

Trustee Lindberg's Motions:

10. **MOTION** to approve the budget modification and transfer request as per the Village Treasurer's memo dated October 12, 2021.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

**11. RESOLUTION ADOPTING VILLAGE OF WARWICK
LOCAL LAW NO. 3 OF 2021**

WHEREAS, the Village Board has before it a proposed local law entitled "A local law to amend Village Code Chapter 135, "Vehicles and Traffic" to add traffic safety regulations and traffic control devices."; and

WHEREAS, following due notice the Village Board held a public hearing on the proposed local law; and

WHEREAS, the proposed local law constitutes a Type II Action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board does hereby adopt the proposed local law, a copy of which is attached hereto;
2. That the Village Clerk is hereby requested and directed to publish, post, and file the same in the Office of the Secretary of State in Albany; and
3. That the said local law shall be effective upon filing with the Secretary of State.

_____ 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 _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

12. **MOTION** to hire from the attached list of FY 2021-22 special event staff at a rate of \$15.00 per hour for the following events: 10-12 staff members for the Halloween Parade, 8-10 staff members for the Christmas Eve Service, and 10-12 staff members for the Easter Egg Hunt per the recommendation of Village of Warwick Recreation Director, Ron Introini.

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 approve the proposed Outside User Agreements for central sewer service and central water service requested by Pioneer Farm, LLC for the Pioneer Farm Subdivision property located at Carroll Drive, Warwick, New York and to appoint Pitingaro & Doetsch Consulting Engineers, P.C. as the Village of Warwick engineer for this application.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

14. **MOTION** to acknowledge that Michael Vernieri, Auditor for the Village of Warwick,

performed an internal audit of the Village of Warwick Justice Court as of May 31, 2020 to comply with section 2019-a of the Uniform Justice Court Act and has found that all reporting and record keeping is being completed in a timely manner and the reports are in compliance with the New York State requirements.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Trustee McManus' Motions:

15. **MOTION** to report 3.48 days worked per month to New York State Retirement for retirement reporting purposes for Village Recreation Director, Ron Introini.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

16. **MOTION** appoint Frank Desiderio and Lynn Cheney to the Village of Warwick Shade Tree Commission.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Reports

Trustee Cheney's Report: Liaison to Planning & Zoning, Town of Warwick, Public Works Daily Operations, Engineering and Infrastructure, Water and Wastewater Operations, Green Building Practices/Alternative Energy Options, Citizens Awareness Panel/Jones Chemical, Orange County Planning, Veterans, Comprehensive Master Plan.

Trustee Lindberg's Report: Liaison to Office of the Treasurer, Parks & Recreation, Community Health & Fitness, Government Efficiency, Weekender Bus & Transportation Issues, Traffic and Parking, Liaison to Warwick Fire Department, Safety Committee, Crosswalk & Pedestrian Issues, Policy Development, Employee Training – Workplace Violence/Sexual Harassment.

Trustee Bachman's Report: Liaison to Merchants, Chamber of Commerce, Tourism, Arts & Culture, Historical Society, Public Interface and Outreach, Senior Citizens, Issues of Public Health, St. Anthony's Community Hospital and Bon Secour, Orange County Department of Health.

Trustee McManus' Report: Liaison to Albert Wisner Library, Warwick Valley Schools, Town of Warwick Police Department, Ethics, Cablevision, Alteva (WVT), Issues of Emergency and Homeland Security, WYDO and Warwick Valley Community Center, Youth Leadership Academy, Warwick Valley Prevention Coalition.

Final Comments from the Floor

Final Comments from the Board

Executive Session, if applicable

Adjournment

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VILLAGE OF WARWICK

INCORPORATED 1867

LEGAL NOTICE

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold a public hearing on the 18th day of October 2021, at 7:30 p.m., at Village Hall, 77 Main Street, Warwick, New York 10990, on a proposed Local Law No. 3 of the Year 2021 entitled: "A local law to amend Village Code Chapter 135, 'Vehicles and Traffic' to add traffic safety regulations and traffic control devices."

The purpose of this local law is to promote the public health, safety, and welfare by amending Village Code Chapter 135, 'Vehicles and Traffic' to add traffic safety regulations and traffic control devices."

A copy of the proposed local law is on file in the office of the Village Clerk and available for inspection by interested persons during Village Clerk's business hours.

Pursuant to Chapter 417 of the Laws of 2021 permitting local governments to hold meetings remotely and take such actions authorized by law without allowing the public to be physically present at the meeting due to safety concerns related to the delta variant of COVID-19: Members of the Village Board will attend the meeting via Zoom videoconference. The public hearing may be viewed live on the Village of Warwick, NY YouTube channel. Interested parties may submit comments to be received by 4:00 p.m. on October 18, 2021, via mail; Attn: Village Clerk, 77 Main Street, Warwick, NY, 10990 or via email; clerk@villageofwarwick.org. Comments may also be made via YouTube during the public hearing by going to the Village of Warwick, NY YouTube channel.

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

Dated: September 30, 2021

VILLAGE OF WARWICK
LOCAL LAW NO. 3 OF THE YEAR 2021

A local law to amend Village Code Chapter 135, "Vehicles and Traffic" to add traffic safety regulations and traffic control devices.

Section 1. Purpose:

The purpose of this local law is to promote the public health, safety and welfare by amending Village Code Chapter 135, "Vehicles and Traffic" to add traffic safety regulations and traffic control devices.

Section 2. Amendment Of Village Code:

Village Code Chapter 135, "Vehicles and Traffic", is hereby amended as follows:

(A.) Article VIII, "Parking, Standing and Stopping", Section 135-18, "Parking prohibited at all times in certain locations", is hereby amended as follows under the existing header:

		Name of Street	Side	Location
(i.)	Delete:	Spring Street	West	From the intersection of West Street for a distance of 100 feet
(ii.)	Delete:	Spring Street	South	From the intersection of Spring Street and McEwen Street for a distance of 12 feet
(iii.)	Add:	Spring Street	West	From West Street to McEwen Street

(B.) Article VIII, "Parking, Standing and Stopping", Section 135-19.1, "Loading and unloading zones established", is hereby amended as follows:

(i.) In subsection "A", the following entries are deleted except for the existing header:

Name of Street	Side	Location
First Street	North	From a distance starting at a point 76.3 feet from the intersection of South Street on the westerly side and running a distance of 83 feet therefrom

- (ii.) In subsection “A”, the following entries are added under the existing header:

Name of Street	Side	Location
First Street	North	From a distance starting at a point 59 feet from the intersection of South Street on the westerly side and running a distance of 60.5 feet therefrom

(C.) Article VIII, “Parking, Standing and Stopping”, Section 135-19.3, “parking for handicapped; penalties for offenses”, is hereby amended as follows:

- (i.) In subsection “A”, the following entries are deleted except for the existing header:

Name of Street	Side	Location
Chase Parking Lot	South	From a point 61 feet east of South Street to a point 81 feet thereof
Park Avenue	West	From a point 202 feet south of the curbline of Burt Street to a point 238 feet thereof

- (ii.) In subsection “A”, the following entries are added under the existing header:

Name of Street	Side	Location
Chase Parking Lot	South	From a point 61 feet east of South Street to a point 71 feet thereof
Chase Parking Lot	South	From a point 33 feet east of South Street and 41 feet northeast of Caboose, to a point 31 feet east therefrom
Park Avenue	West	From a point 340 feet south of the curbline of Burt Street to a point 378 feet thereof

(D.) Article IX, “Parking Meters”, Section 135-22, “Parking meter zones established”, is hereby amended as follows:

- (i.) The following entries are deleted except for the existing header:

Name of Street	Side	Location	Parking Time Limit (hours)	Hours of Meter Operation
First Street	North	From Oakland Avenue to a point 60 feet east thereof and from a point 71 feet east of Oakland Avenue to a point 124 feet east thereof	8:00 a.m. to 6:00 p.m. except Sundays and holidays	2
First Street	North	Beginning at a distance of 20 feet from the intersection of South Street and running westerly 57 feet therefrom	8:00 a.m. to 6:00 p.m. except Sundays and holidays	2
First Street	North	Beginning at a distance of 159 feet from the intersection of South Street and running west 244 feet therefrom	8:00 a.m. to 6:00 p.m. except Sundays and holidays	2

(ii.) The following shall be added below the existing header:

Name of Street	Side	Location	Parking Time Limit (hours)	Hours of Meter Operation
First Street	North	Beginning at a distance of 14 feet from the intersection of Oakland Avenue and running easterly 270 feet therefrom	8:00 a.m. to 6:00 p.m. except Sundays and holidays	2
First Street	North	Beginning at a distance of 14 feet from the intersection of South Street and running westerly 45 feet therefrom	8:00 a.m. to 6:00 p.m. except Sundays and holidays	2

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ALL THINGS HALLOWEEN IN THE VILLAGE OF WARWICK

HALLOWEEN COSTUME PARADE

The Village of Warwick Recreation Department will be hosting a spooktacular Halloween Costume Parade on Sunday, October 31, 2021. Lineup will take place at 4:30 p.m. on High Street. The parade will start at 5:00 p.m. and proceed down Main Street. The parade will end at the railroad tracks on Main Street where families can then disperse and begin trick-or-treating.

VIRTUAL HALLOWEEN COSTUME CONTEST!!

The Village of Warwick will once again be hosting a virtual Halloween costume contest beginning Thursday, October 28, 2021, through Halloween night, Sunday, October 31, 2021.

In lieu of the costume contest being cancelled this year due to COVID-19, we ask that you dress up in your spookiest, scariest, and most creative costumes and submit your photos, including your name, age, and costume category, to clerk@villageofwarwick.org.

This year's costume contest will include the following categories: Most Original, Scariest, Cutest, and Most Warwick Pride.

The contest will be divided into the following age groups: 0-5, 6-9, 10-14, adult, and family ensemble.

The winners will be announced just shortly after Halloween and the winning photos will be posted on the Village's website www.villageofwarwick.org and Facebook page and local newspapers.

We can't wait to see you in your Halloween best!

VILLAGE RESIDENTS INVITED TO "SCARE THE MAYOR"

Village residents are invited to try their best to Scare the Mayor for the Village's Fifth Annual "Scare the Mayor" Contest. This is a contest for the scariest, most frightful, scream-worthy Halloween decorated house in the Village of Warwick. The contest is free to enter, and Village of Warwick residents are eligible to participate. To register your house, please call Village Hall at (845) 986-2031 or email clerk@villageofwarwick.org by Thursday, October 28, 2021.

On Friday, October 29, 2021, starting at 6:00 p.m., all participants will receive a visit from Village of Warwick Mayor, Michael Newhard, and guest judges who will deem the ghouls and ghosts who scare them the most.

First, Second, and Third Prize winners will receive a plaque that brags, "I Scared the Mayor." Winners will be announced on Facebook. So, string those purple and orange lights with care, spread cobwebs as far as they can bear, creepy skulls and candy corn too, anything spooky really will do. The Mayor anticipates the delights from all the scary frights, and they look forward to celebrating the best that residents can offer.

HALLOWEEN CURFEW & ROAD CLOSURES

There is a Halloween curfew for all persons under the age of 18 unless accompanied by a parent or guardian on all Village streets and parks and other public areas in the Village of Warwick between the hours of 9:00 p.m. on Saturday, October 30 to 6:00 a.m. on Sunday, October 31, 2021, and again on Sunday, October 31, from 9:00 p.m. to 6:00 a.m. on Monday, November 1, 2021.

The Village will once again close off Oakland Court, Welling Avenue and Orchard Street west of Elm Street on Sunday, October 31, 2021, from 4:00 p.m. until 9:00 p.m. High Street will be closed on October 31, 2021, from 4:00 p.m. to 5:00 p.m. for the parade lineup.

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VILLAGE OF WARWICK
INCORPORATED 1867

September 30, 2021

Mayor Michael Newhard and
Village Board of Trustees

Re: St. Anthony's Hospital

The Village of Warwick Planning Board reviewed the Long EAF submitted by the applicant St. Anthony's Hospital located at 15 Maple Ave. for an amended site plan approval application on September 14, 2021.

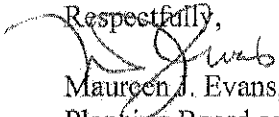
A MOTION was made by Bill Olsen, seconded by Kerry Boland and carried to adopt a Negative Declaration under the SEQR process. (4 Ayes)

RECEIVED

OCT 01 2021

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Respectfully,


Maureen J. Evans,
Planning Board secretary



13 S. Washington Street, Suite 1
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436
Web: www.griffithsengineering.com

August 31, 2021

Mayor Michael Newhard &
Village Board of Trustees
77 Main St.
Warwick, NY 10990

Dear Mayor Michael Newhard & Village Board of Trustees:

St. Anthony Community Hospital is looking to complete two new building additions.
The O.R. addition is 2,700 s.f., one story, with the exterior matching the existing stone veneer.
The Radiology addition is 3,500 s.f., one story with the exterior matching the existing brick / limestone veneer.

Please note that the hospital's entrances, exits, parking and interior car circulation will not change due to these additions.

Attached please find PDFs of the plans for these additions.

We request to be placed on the agenda for your September 8, 2021 Town Board meeting to discuss the possibility of renewing the previously-issued special use permit to construct these additions.

St Anthony Community Hospital is a five story, Type II (222) Fire Resistive Structure, Partially Sprinklered (areas to be upgraded as renovations are undertaken). Renovation work shall not alter the existing life safety egress plans, fire separations or smoke compartments.
The addition will be based upon the 2020 Building Code of New York State, 2020 Existing Building Code Of New York State, 2017 ICC/ANSI A117.1, 2010 ADA Standards for Accessible Design, 2012 NFPA 101 "Life Safety Code", Chapter 18 New Health Care, and the Guidelines for Design and Construction of Healthcare Facilities, 2018 Edition.

If you have any questions, please feel free to contact me on my cell at 607-237-8131.

Sincerely Yours,

Daniel Griffiths, P.E.

Village of Warwick
Resolution Authorizing Special Use Permit
St. Anthony Hospital Expansion

Date October 3, 2005

WHEREAS, the Village Board of Trustees of the Village of Warwick has received an application for a Special Use Permit from St. Anthony's Hospital, located in the Apartment/Office District at 15 Maple Avenue, Warwick, New York 10990; and

WHEREAS, the Village Board of Trustees, pursuant to 6 NYCRR 617.6 of SEQR, declared its intent to be Lead Agency for the proposed action, duly circulated to all Involved Agencies on 5/19/05 and was designated the SEQR Lead Agency for the review of the proposed action on 10/3/05; and

WHEREAS, the Project Sponsor submitted a Full Environmental Assessment Form (EAF) Part 1 dated March 4, 2005; and

WHEREAS, the Village Board of Trustees has reviewed the Part 1 EAF, completed the Part 2 and Part 3 EAF, and has concluded that environmental effects of the proposed project will not exceed any of the Criteria for Determining Significance found in 6 NYCRR 617.7(c) and issued a Negative Declaration on 10/3/05; and

WHEREAS, the Village Board of Trustees held a Public Hearing on 7/18/05, and 9/19/05, at which time members of the public were invited to comment on the application; and

WHEREAS, the Village Board of Trustees considered the general conditions, as described below, for the issuance of a Special Use Permit specified in § 145-120 of the Village Zoning Ordinance:

- 1 *The proposed use shall be of such a location, size and character that it will be in harmony with the appropriate and orderly development of the district in which it is proposed to be situated and not be detrimental to the site or adjacent properties in accordance with the zoning classification of such properties.*
- 2 *The location and size of such use, the nature and intensity of operations involved in or conducted in connection therewith, its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous.*
- 3 *The location and height of buildings, the location, nature and height of walls and fences and the nature and extent of landscaping on the site shall be such that the use will not hinder or discourage the development and use of adjacent*

- ♦ *The proposed use will not require such additional public facilities or services, or create such fiscal burdens upon the Village greater than those which characterize uses permitted by right; and*

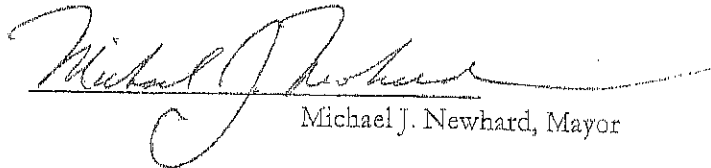
WHEREAS, the Village Board of Trustees has concluded the proposed action satisfies the general standards of § 145-120 for a Special Use Permit; and

WHEREAS, the Village Board of Trustees has reviewed the specific special conditions for the issuance of a Special Use Permit found in § 145-120G, and establishes the following conditions:

- ♦ The right of entry shall be provided for inspection, upon reasonable notice, to determine compliance with conditions of said permit.
- ♦ Time limitation? * three years from October 3, 2005
- ♦ Other conditions?

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Warwick hereby adopts this Resolution of Special Use Permit Approval for the project known as St. Anthony Hospital Expansion.

On a motion by Trustee Metzger, seconded by Trustee Iurato
 , and a vote of 5 for, and 0 against, and 0 absent, this
resolution was adopted on October 3, 2005.


Michael J. Newhard, Mayor

Cc: Leah Cerkenick, Bon Secours Charity Health System
George Aulen, Chairman, Village of Warwick Planning Board
Chair, Village of Warwick Zoning Board of Appeals
Michael Meth, Esq.
Michael Murphy, PE
Others?

617.7

State Environmental Quality Review (SEQR)

Negative Declaration

Notice of Determination of Non-Significance

Date of Adoption: October 3, 2005

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Warwick Board of Trustees, as Lead Agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: St. Anthony Community Hospital Expansion

SEQR Status: Type I ☒
Unlisted ☐

Conditioned Negative Declaration: ☐ YES
☒ NO

Description of Action: The applicant, Bon Secours Charity Health System, proposes a 10,500 square foot addition to the existing hospital facilities to serve as a new outpatient care facility. Modifications to site include reconfiguring existing parking as required by the American with Disability Act for handicap access and associated utility improvements. The site is located in the Apartment/Office Zoning District.

Location: Maple Avenue, Village of Warwick, Orange County, NY

Reasons Supporting This Determination:

1. The Village of Warwick Board of Trustees has given due consideration to the subject action as defined in 6 NYCRR 617.2(b) and 617.3(g).
2. After reviewing the Full Environmental Assessment Form (EAF) for the project dated March 4, 2005, the Village Board has concluded that environmental effects of the proposed project will not exceed any of the Criteria for Determining Significance found in 6 NYCRR 617.7(c).

3. The applicant conducted a traffic impact study to examine potential impacts resulting from the proposed expansion. This study used a standard traffic assessment methodology, and traffic counts were conducted to determine existing peak hour traffic volumes for Route 94 (Maple Avenue) and Grand Street. Additionally, existing traffic generated by the hospital was collected for a 24 hour period. Trip generation rates were based upon the Institute of Engineer's Trip Generation Manual and level of service analysis was conducted in accordance with Transportation Research Board Highway Capacity Manual under No Build and Future Build conditions.

The expansion of the hospital would not increase the number of beds and would relocate the same day surgery facilities currently within the hospital to the expansion area. Additionally, the hospital recently relocated a Woman's Imaging Center to an off-site location. As a result of these factors, the traffic impact study concluded there would be no additional trips generated as a result of the action and in fact, there may be a slight decrease. However, using a conservative approach of assuming the hospital services remained the same and adding the expansion, the study further concluded that there would be seven (7) trips entering the site and two (2) exiting during the peak AM hour. In the peak PM hour, there would be three (3) trips entering and six (6) exiting. The level of service analysis showed there would be little impact to the level of service at the intersection of Route 94 and Grand Street or Grand Street and the hospital main entrance. Thus no adverse impacts on transportation are anticipated and no mitigation is necessary.

4. The Village Engineer has reviewed the conceptual layout of the proposed expansion and has noted it will cause less than one (1) acre of ground disturbance. This falls under the threshold for a New York State Department of Environmental Conservation storm drainage permit GP-02-01 and it is anticipated that an individual permit will not be required. If, as the site plan undergoes review by the Village Planning Board, it is determined more than one (1) acre of disturbance will occur, the applicant will be required to obtain a DEC storm drainage permit. No adverse impacts on water resources have been identified and therefore no mitigation is warranted.
5. The existing hospital lies within the Village Historic District and is listed on the State and National Register of Historic Places. The Village of Warwick Architectural and Historic Review Board has reviewed the application and has approved the proposal with respect to architectural design. Additionally, the expansion would occur on the site in a location that has been previously disturbed by construction. Thus, it is unlikely that any areas of archaeological significance of concern remain at this location. If additional information is made available regarding historic or prehistoric resources, the Village Board of Trustees is obligated to review the information and take necessary action to ensure appropriate measures are taken to preserve historic and archaeological resources.
6. The United States Fish and Wildlife Service (USFW) and the New York State Department of Environmental Conservation Natural Heritage Program has indicated the potential presence of Indiana Bat in the vicinity. The USFW has also indicated that the project will not potentially harm to the threatened or endangered species of bat provided that no trees greater than nine inches in diameter shall be removed between March 30 and October 1. Thus no impacts to rare, threatened or endangered species are anticipated, and no mitigation is necessary.

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

A FRANCHISE RENEWAL AGREEMENT

between the

Village of Warwick, Orange County, New York

and

Cablevision of Warwick, LLC

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

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SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

FRANCHISE RENEWAL AGREEMENT

between the

Village of Warwick, Orange County, New York

and

Cablevision of Warwick, LLC

WHEREAS, the Village of Warwick (hereinafter referred to as “Municipality”) has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Cablevision of Warwick, LLC (hereinafter referred to as “Franchisee”), or, if applicable Franchisee’s predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that is scheduled to expire on July 22, 2021, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible;

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement;

THEREFORE

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SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

The Municipality and Franchisee agree as follows:

Definitions

1. DEFINITION OF TERMS

- 1.1. “Affiliate”: any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.
- 1.2. “Area Outage”: a total or partial loss of video or audio signals carried on the “Communications System” in a location affecting five or more subscribers.
- 1.3. “Cable Act” means Title VI of the Communications Act of 1934, as amended.
- 1.4. “Cable Service” or “Service”: the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.
- 1.5. “Capability”: the ability of the “Franchisee” to activate a described technological or service aspect of the “Communications System” without delay.
- 1.6. “Communications System” or “System”: the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical, or electrical signals.
- 1.7. “Control”: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee’s affairs.
- 1.8. “FCC”: the Federal Communications Commission.
- 1.9. “Franchise”: the rights and obligations described in this document, and used interchangeably with the term “Agreement”.
- 1.10. “Franchise Fee”: the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

FOR DISCUSSION PURPOSES
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- 1.11. "Franchisee": Cablevision of Warwick, LLC, and its lawful successors and assignees.
- 1.12. "Gross Receipts": The total annual subscription payments charges actually paid to and received by "Franchisee" from all Cable Service subscribers resident within the Municipality for: (i) "Video Programming" (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended); (ii) revenues received by "Franchisee" from advertising; and (iii) pay television, pay-per-view and video on demand Cable Service over the Communications System; and (iv) revenue received by Franchisee from home shopping, but not including amounts collected by "Franchisee" from subscribers for State and Federal regulatory fees, taxes, Franchise Fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this "Agreement". Subject to Section 34.1 of this Agreement, for the purpose of calculating Franchise Fees paid to the Municipality, Gross Receipts shall include Cable Service subscriber revenue in the Municipality from DVR functionality.
- 1.13. "Municipality" shall mean the Village of Warwick and/or its authorized representatives.
- 1.14. "Municipal Law" shall mean all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and not preempted by Federal or State law or regulation.
- 1.15. "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.
- 1.16. "Person": an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- 1.17. "Transfer of the Franchise": any transaction in which:
 - 1.17.1. a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or
 - 1.17.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefore by the NYSPSC are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-subsections 1.17.1 and 1.17.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in

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Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

PART I -- THE FRANCHISE

2. GRANT OF FRANCHISE

- 2.1. Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.
- 2.2. Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with Federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.
- 2.3. Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the Municipality shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, "unreasonably delay"

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shall mean the Municipality's failure to act on a permit application within thirty (30) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

- 2.4. No privilege or power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3. NON-EXCLUSIVE NATURE OF THIS FRANCHISE

- 3.1. This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4. TERRITORIAL LIMITS

- 4.1. The rights and privileges awarded pursuant to this Agreement shall relate to and over the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5. FRANCHISE SUBJECT TO LAW AND REGULATION

- 5.1. All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.
- 5.2. All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.
- 5.3. All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations

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as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

- 5.4. The Municipality agrees to enforce applicable law in a non-discriminatory manner against all other providers of Cable Service doing business in the Municipality.
- 5.5. Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.
- 5.6. The Mayor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

6. CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

- 6.1. Any work that requires the disturbance of any street or that will interfere with traffic shall be undertaken in accordance with Municipal Law.
- 6.2. No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.
- 6.3. To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

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- 6.4. Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.
- 6.5. In the case of any disturbance of street, curbing, pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.
- 6.6. Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.
- 6.7. In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.
- 6.8. Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way materially interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

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- 6.9. Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not fewer than ten (10) working days prior written notice in order to arrange for the changes required.

7. ASSIGNMENT OR TRANSFER OF FRANCHISE

- 7.1. Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. In considering an application for the Transfer of the Franchise,
- 7.2. the Municipality may consider the Applicant's:
- 7.2.1. technical ability;
 - 7.2.2. the financial ability;
 - 7.2.3. good character; and
 - 7.2.4. other qualifications necessary to continue to operate the Communications System consistent with the terms of the franchise.
- 7.3. No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Communications System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, , for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.17 above.

8. DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

- 8.1. Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:
- 8.1.1. Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this

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Agreement shall no longer remain with respect to the condition that precipitated the notice; or

- 8.1.2. Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any State thereof; or
- 8.1.3. Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or
- 8.1.4. Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or
- 8.1.5. Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or
- 8.1.6. Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or
- 8.1.7. Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.
- 8.2. For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 7.1; Section 12.3; Section 14.1; Section 18; and Section 34.
- 8.3. Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such an ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to

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Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

- 8.4. In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.
- 8.5. In the event of such circumstances as described in 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for a time period equal to the period of the existence of the events or conditions and such reasonable time period thereafter as may be necessitated by any such events or conditions.
- 8.6. Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.
- 8.7. Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the

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cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other Federal or State certification to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

9. SEVERABILITY

- 9.1. With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10. EFFECTIVE DATE AND TERM

- 10.1. The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.
- 10.2. Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.
- 10.3. Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

- 11.1. Franchisee shall take reasonable measures to comply with all applicable Federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the

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regulations of the FCC and the NYSPSC, Federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of Federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12. SYSTEM SPECIFICATIONS

- 12.1. Subject to Federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.
- 12.2. All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.
- 12.3. Franchisee's System shall provide for a minimum channel capacity of not fewer than seventy-seven (77) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.
- 12.4. The System shall incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.
- 12.5. The design and construction of the System will include substantial utilization of fiber optic technology.
- 12.6. The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so

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constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

13. SYSTEM PERFORMANCE STANDARDS

- 13.1. All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the Federal and State regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.
- 13.2. Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14. SYSTEM MAINTENANCE AND REPAIR

- 14.1. Franchisee shall establish and take reasonable measures to adhere to maintenance policies that provide Service to subscribers at or above the performance standards set forth herein.
- 14.2. When interruption of Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will reduce inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.
- 14.3. Franchisee shall have a local or toll-free telephone number so that requests for Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, and seven (7) days per week.
- 14.4. The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III – THE SERVICE

15. GENERAL SERVICE OBLIGATION

- 15.1. Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:
 - 15.1.1. With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within two hundred (200) feet from the trunk or feeder cable shall receive such Service at the standard installation charge.
 - 15.1.2. All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.
 - 15.1.3. Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty (20) homes per linear mile of aerial cable or greater, or areas with less than twenty (20) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.
 - 15.1.4. Franchisee shall not unreasonably discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide service to any person who fails to abide by Franchisee's terms and conditions of service.
- 15.2. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Federal and State law.
- 15.3. It is agreed that Cable Service offered to subscribers pursuant to this agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16. MUNICIPAL AND SCHOOL SERVICE

- 16.1 Subject to Section 15 of this Agreement, and applicable federal law and FCC rules and regulations, upon written request from Municipality, Franchisee shall provide

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one (1) installation of broadcast basic cable television service without monthly service charge to one (1) receiver location in each Municipal office building, School, and Public Library, as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. As used in this Agreement, the terms:

16.1.1 "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

16.1.2 "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

16.1.3 "Municipal office buildings" shall mean the Municipality's Town/Village hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

- 16.2. Upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to the Village Hall or other place where the public business is conducted on behalf of the municipality in the Municipality as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service the term of this agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the Village Hall or other place where the public business is conducted on behalf of the municipality

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even if the Village Hall or other place where the public business is conducted on behalf of the municipality shall be comprised of more than one building.

17. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

- 17.1. Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.
- 17.2. Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.
- 17.3. **[TO BE DISCUSSED]** Franchisee shall continue to maintain a functioning insertion point at the Warwick Town Hall, which shall include a fiber-optic transmitter, for the purpose of permitting the Municipality to originate non-commercial government/education access programming on the System from such location.
- 17.4. **[TO BE DISCUSSED]** In consideration of the grant of the rights in this Agreement for the term described herein, Franchisee shall tender to Municipality, for the support of PEG access capital needs, a total of [_____ dollars (\$ __.00)], paid within sixty (60) days after the certification of this franchise agreement and an additional [_____ dollars (\$ __.00)] paid within sixty (60) days of written request from the Municipality during the fifth year of the franchise. Municipality shall use the funds described in this Section only for PEG access capital support and for the sole benefit of Franchisee's subscribers.
 - 17.4.1 The Municipality shall impose the same obligations as those in this Section 17.4 on all new and renewed providers of Cable Service in the Municipality.
 - 17.4.2.1 In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 17.4, Franchisee's aggregate obligations under Section 17.4 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchise may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

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- 17.5. To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18. FRANCHISE FEE

- 18.1 Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than thirty (30) days after the close of each such period.
- 18.1.1. The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in this Section 18.1, Franchisee's obligations under this Section 18.1 shall thereafter be reduced to an equivalent amount.
- 18.2. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.
- 18.2.1. Franchisee agrees that it will not apply the Franchise Fee as a deduction against the special franchise tax payable to the Municipality, pursuant to N.Y. Real Property Tax Law Section 626, provided the Municipality obtains and enforces a written complete waiver of the full amount of the special franchise tax deduction (whether in the form of a reduction in the franchise fee amount paid to the Municipality or as a credit against the special franchise tax) from such existing and any new provider of Cable Service or cable service (as such term may be defined by other providers) in the Service Area. The operation of this Section 18.2 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

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- 18.3. Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.
- 18.4. A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the Municipality.
- 18.5. Municipality or its agent may question and request data concerning the calculation or scope of the franchisee fees paid by Franchisee to Municipality pursuant to this Section 18 within three years of their payment. For each such payment, after such three year period has run, Municipality shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.
- 18.6. Except as provided in Section 18.4 above, no acceptance of any payment by the Village shall be construed as in accord that such payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Village may have for further or additional sums payable under the provisions of this Franchise.
- 18.6. All amounts paid shall be subject to audit by the Municipality at its own expense, unless such audit reveals a material underpayment pursuant to the Franchisee's obligation, in which case the Franchise shall reimburse the Municipality for the cost of the audit and efforts necessary for the collection of the underpayment. Any auditor employed by Municipality shall not be compensated on a success-based formula, e.g., payment based on a percentage on underpayment, if any. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the Municipality. If the Franchisee fails to dispute the audit finding of an underpayment based on the Franchise and applicable law, then the Municipality, at its discretion, may collect interest from the Franchisee on the underpayment at a rate equal to the prime rate plus 1%.

19. INDEMNITY AND INSURANCE

- 19.1. Franchisee shall purchase and maintain commercial general liability insurance that shall include the following minimum coverage levels during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:
 - 19.1.1. Personal injury or death: \$500,000 per person; \$500,000 per occurrence
 - 19.1.2. Property damage: \$500,000 per occurrence

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19.1.3. Excess liability or umbrella coverage: \$10,000,000.

- 19.2. The Municipality shall impose at least the same insurance obligations as those in this Section 19 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.
- 19.3. Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.
- 19.4. Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.
- 19.5. All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.
- 19.6. Not later than sixty (60) days after the effective date of this Agreement and on written request, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

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- 19.7. Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

20. RATES AND CHARGES

- 20.1. Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.
- 20.2. Franchisee shall comply with all notice requirements contained in Federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

21. EMPLOYMENT PRACTICES

- 21.1. Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

22. MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

- 22.1. The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.
- 22.2. When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYSPSC in performing such testing.

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- 22.3. At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23. MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

- 23.1. The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.
- 23.2. If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24. REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

- 24.1. Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.
- 24.2. Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.
- 24.3. Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

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25. MANDATORY RECORD KEEPING

- 25.1. Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.
- 25.2. The Franchisee shall maintain a full and complete set of plans, records, and “as built” maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that “as built” maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.
- 25.3. All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee’s regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.
- 25.4. Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality.
- 25.5. In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.
- 25.6. If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality’s request.

26. MUNICIPAL EMERGENCIES

- 26.1. Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NYSPSC’s rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

**PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND
CUSTOMER SERVICE REQUIREMENTS**

27. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

- 27.1. Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28. EMPLOYEE IDENTIFICATION/TRAINING

- 28.1. Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.
- 28.2. Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.
- 28.3. Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29. REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

- 29.1. Franchisee shall utilize a telephone system that shall meet, at a minimum, the customer service standards set by Federal and State law.
- 29.2. Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

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30. MISCELLANEOUS PROVISIONS

- 30.1. To the extent practicable, Franchisee shall ensure that the subscriber's premises or property are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.
- 30.2. The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).
- 30.3. Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.
- 30.4. Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.
- 30.5. This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.
- 30.6. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31. NOTICE

- 31.1. Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West, 49th Floor
Long Island City, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

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Cablevision of Warwick, LLC
c/o Altice USA, Inc.
1 Court Square West Long Island City, NY 11101
Attention: Legal Department

Notices to the Municipality shall be mailed to:

Village of Warwick
77 Main Street
Warwick, NY 10990
Attention: Village Clerk

Notwithstanding anything herein to the contrary, regulatory notices from the Franchisee to the Municipality may be filed electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality.

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32. PERIODIC PERFORMANCE EVALUATION SESSIONS

- 32.1. Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in an evaluation of the performance of its Cable Service under this Agreement. The timing of such performance evaluations shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.
- 32.2. Not fewer than thirty (30) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, Federal or State filings.
- 32.3. During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.

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- 32.4. Each performance evaluation shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.
- 32.5. No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33. EFFECT OF FRANCHISEE'S FAILURE TO PERFORM FRANCHISE PROVISIONS

- 33.1. Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.
- 33.2. Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

34. COMPETITIVE FAIRNESS

- 34.1. In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

- 34.2. In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition the Municipality for Franchise Agreement amendments that relieve the Franchisee of burdens in this Agreement that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee's petition.
- 34.3. Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under Federal, State or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35. APPROVAL OF THE NYSPSC

- 35.1. The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

Village of Warwick

BY: _____

Mayor Michael Newhard

Date: _____

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

CABLEVISION OF WARWICK, LLC

By: _____
_____, Vice President- Government Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL REVIEW BY ALTICE USA MANAGEMENT

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

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 / Park Permits Proposed Amendments to Schedule of Fees

Use of buildings or park lands where admission is being charged			
		\$60.00 -	§ A150-3
<hr/>			
Parks	Use of Memorial Park	\$10/day or	
	Field Lights	\$300/season	§ A150-2
	<hr/>		
	Cleanup Security deposit (refundable)	\$100.00	§ A150-3
	Facility Use Permit Security Deposit - Gatherings Less than 200 People	\$200	§ A150-2
	Facility Use Permit Security Deposit - Gatherings More than 200 People	\$500	§ A150-2
	Facility Use Permit Application Fee - Gatherings More than 200 People	\$500	§ A150-2
<hr/>			
Assemblies, Public			§ A150-2
	Application	\$500.00	§ 39-4

Chapter 90

Park Rules and Regulations

GENERAL REFERENCES

Amusements and exhibitions — See Ch. 34.

Assemblies, Public – Village Owned Property – See Ch. 39.

Fire prevention — See Ch. 68.

Garbage, rubbish and refuse — See Ch. 75.

Littering — See Ch. 83.

Peace and good order — See Ch. 93.

Facility use permits — See Ch. A150

Section 1. PURPOSES

1. The purpose of this chapter and the rules and regulations authorized hereunder is to harmonize, organize, clarify, and collect all laws relating to the governance of the use of the parks and facilities in the Village of Warwick so that they may endure and be used and enjoyed in peace and safety by the citizens of and visitors to the Village of Warwick in perpetuity.

Section 2. DEFINITIONS

1. As used herein the terms “Park(s)” and “Park Facilities” shall mean all lands and facilities under the jurisdiction, supervision, and control of the Village of Warwick, including but not limited to park lands, ball fields, playgrounds, basketball courts, skatepark, water courses, historic sites, nature preserves, and all other recreation facilities; and shall also include buildings, structures, parking areas, and all other Village of Warwick owned property.
2. “User(s)” shall hereinafter refer to all persons entering upon and/or using the Parks and/or Park Facilities for any purpose, other than to carry out their duties and responsibilities as agenda or employees of the Village of Warwick, o be interpreted herein in the singular or plural as the sense shall require.

Section 3. GENERAL USE

1. The parks and Park Facilities are for the peaceful use and safe enjoyment of citizens and residents of the Village of Warwick and visitors to the Village of Warwick. Use of the Parks and

Park Facilities shall conform to this Chapter of the Cde of the Village of Warwick and to all rules and regulators promulgated thereunder.

2. The Parks and Park Facilities, except as may be excluded or limited by the Village of Warwick DPW Supervisor, shall be open for public use on such days, at such times according to the below schedule or as the Village of Warwick DPW Supervisor may determine or designate. Such schedule shall be subjected to such temporary or permanent amendment or variation as the DPW Supervisor may determine.

- a. **Stanley Deming Park**

No person shall enter into, remain or be found in Stanley Deming Park in the Village of Warwick between the hours of 9:00 p.m. and 6:00 a.m., without a special permit issued by the Village.

- b. **Railroad Green**

No person shall enter onto, remain, or be found on Railroad Green located at the intersection of Main Street and Railroad Avenue during the hours of 11:00 p.m. and 6: a.m. without a special permit issued by the Village.

- c. **Memorial Park**

No person shall enter into, remain or be found in Memorial Park in the Village of Warwick on foot or by vehicle between the hours of 9:00 p.m. and 6:00 a.m. without a special permit issued by the Village.

- d. **Memorial Park- Robert Newhard, Sr. Skate Park;**

No person shall enter into, remain or be found in the Robert Newhard, Sr. Skate Park in Memorial Park in the Village of Warwick between the hours of 9:00 p.m. and 6:00 a.m. without a special permit issued by the Village.

- e. **Lewis Woodlands**

No person shall enter onto, remain or be found on Lewis Woodlands Park between dusk and dawn without a special permit issued by the Village.

- f. **Hallowed Ground**

No person shall enter onto, remain or be found on Hallowed Ground Park between dusk and dawn without a special permit issued by the Village.

3. The Parks and Park facilities shall not be used other than during such times as the Village of Warwick DPW Supervisor shall have determined or designated. Exceptions for special uses at times not specified for used by the general public shall require a special permit issued by the Village of Warwick. Groups, clubs, businesses, or other organizations wishing to use the Parks or Park Facilities for an event must first secure in writing a special permit issued by the Village.

4. The Parks or any portion or portions thereof and Park Facilities or any part thereof may be closed or rendered unavailable for access or use, for such interval of time as may be deemed appropriate or necessary, by the Village of Warwick DPW Supervisor, Mayor, or Village Board of Trustees. Such closing may be accompanied by the posting of notices and/or signs to such effect upon the affected property and/or facilities, and otherwise may best give notice of same to the public.
5. The Village Board of Trustees is authorized to adopt a schedule of fees, which shall be charged for the use of Park or Park Facilities and/or equipment. The Village Board is authorized to require the posting of security, in the form of cash or check, and insurance as a condition of the use of the Parks or Park Facilities and/or equipment. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.
6. It will be the responsibility of the organized leagues to mark fields and to install necessary equipment for that league or any other items necessary for the operation of that league.
7. Use of the Parks and Park Facilities shall be at the sole and complete risk of the User. The Village of Warwick assumes no responsibility and is not liable for any injury, damage, or losses to any persons or property arising from the use of the Parks and/or Park Facilities.
8. Entering upon and using the Parks and/or Park Facilities shall constitute an agreement by the User to hold the Village of Warwick harmless from all claims from injury, damage or loss to any persons or property arising from the use of the Park and/or Park Facilities. Injury, damage or loss of property of the Village of Warwick, including the Parks and/or park facilities, resulting from the use of the Parks and/or Park Facilities, shall be the responsibility of the User, who shall be liable to the Village of Warwick for the actual cost or value of such injury, damage or loss; in addition to such other claims and sanctions as may be allowed or imposed by law.
9. All Federal, State, and local laws, rules, regulations and ordinances which apply or shall hereinafter apply in and for the Village of Warwick shall apply in and for the Village of Warwick Parks and Park Facilities, including insofar as same require prior notice of actions, claims, suits, and other proceedings; and in all other form and for such other purposes as are or may be provided therein.

Section 4. CONDUCT AND PROHIBITIONS

1. The Village of Warwick, DPW Supervisor, and any individual who may be designated in writing by the Village Board of Trustees and who shall be, in any event, an official of the Village of Warwick, shall have the authority to monitor compliance and seek enforcement of the provisions of this chapter and any rules and regulations promulgated hereunder.

2. The Village of Warwick Board of Trustees, Mayor, or DPW Supervisor shall have the authority to promulgate rules and regulations regarding the use of the Parks or Park Facilities. A current copy of all such rules and regulations shall be maintained on file in the Clerk's Office and on the Village's website.
3. As set forth in Chapter 39, Assemblies, Public - Village Owned Property, assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people requires a Facility Use Permit that is available in the Clerk's Office and on the Village's website.
4. All dogs must be leashed while in Parks, Park Facilities, and/or on Village owned property.
5. All persons are prohibited from doing any of the following in or upon any Park or any Park Facilities:
 - a. Entering, remaining upon, and/or using the Parks and/or Park Facilities at any other time other than as scheduled or made available for use by the Village authority.
 - b. Failing to obey all signs, signals, speed limit signs and other directions and instructions from the Village of Warwick or other lawful authorities in or on Park Property and Park Facilities.
 - c. Carry or have in possession while in any Village Park any glass containers, bottles, or breakable glass products.
 - d. Making or causing loud noise and/or music in or on Park property and Park Facilities in such manner as disturbs or interferes with other users; or in any fashion impairing the ability of any person to quietly enjoy and use the same.
 - e. Possessing and/or using explosives, fireworks, rockets, dangerous chemical and/or devices or substances in or on the Parks and Park facilities, unless specifically approved by the Village Board of Trustees.
 - f. Littering, dumping, disposing or otherwise placing household trash, solid or liquid waste or debris in or on the Park property or Park Facilities except in appropriate receptacles provided therefor. No person shall use Park receptacles for household waste, construction and demolition debris or waste, medical waste, radioactive waste, chemical waste or other waste material which is generated or originated anywhere except on or from Park's property.
 - g. Acting, behaving, and/or using language in a disorderly, disturbing, indecent or obscene manner; or harassing, annoying, disturbing or interfering with other persons using the Parks and/or Park Facilities.
 - h. Possessing, using, selling or conveying to another person alcohol or substances containing alcohol except as hereinafter provided; or illegal chemicals, compounds or

drugs; being in or upon or using the Parks or Park facilities while intoxicated or under the influence of alcohol or drugs or while abilities are impaired by same.

- i. Smoking, tobacco use, electronic cigarettes and vapor products shall be banned in all public parks and all property within 24 feet of a public park, except for private property, the sidewalks immediately adjoining any parks, any pedestrian route through any park, public parking lots and any other Village-sponsored outdoor gathering of people.
- j. Carrying or possessing any kind of weapons in or on Park property or Park Facilities, including but not limited to firearms, bows, slingshots, air or spring guns; or firing or discharging firearms or weapons on, from, into or across Park property and/or Park Facilities.
- k. Secreting, storing, burying, abandoning, or otherwise emplacing privately owned or abandoned materials, items or property in or upon Park property and/or Park facilities.
- l. Illegal activities of any kind are prohibited.
- m. Taking upon or intentionally or negligently allowing upon Park property or Park facilities any unleashed, unconfined, or otherwise uncontrolled animal, or any animal under any circumstances which poses a danger or threat to the health and safety of any person or to any person's right and opportunity to quietly use and enjoy the Parks or Park Facilities.
- n. Parking any vehicle, trailer or other human or animal conveyance or apparatus anywhere other than in designated parking areas, or contrary to the instructions of lawful authority. Parking overnight in or on any Park parking facility or area is prohibited. Parking areas are for use by vehicles or persons using the Parks or other Park Facilities. Parking areas shall not be used by person not using the Parks or Park Facilities.
- o. Obstructing, impairing, burdening, damaging, altering or destroying the Parks, Park Facilities and property; disturbing, destroying, injuring, damaging or removing any property within the Parks, including, but not limited to, vegetation, wildlife, signs, equipment or facilities except as unavoidably impacted by normal minimal wear and tear resulting from authorized use of the Park or Park Facilities; erecting, displaying or affixing unauthorized signs, placards, bills or notices for any purpose whatsoever.
- p. Selling, vending, or conducting or soliciting private business, commerce, or commercial transactions or for-profit activities on Park property or Park Facilities or Village owned land using same in pursuit thereof; using or renting for private profit or charging a private fee for the use of the Parks or Park facilities by any individual or group or entity, corporate or otherwise, for any purpose whatsoever.

- q. Starting or maintaining a fire or open flame; operating a portable stove, grill or any other device for heating, cooking, or preparation of food without a special permit issued by the Village.

Section 5. ALCOHOLIC BEVERAGES

1. The use of alcohol is not permitted in any Village Park or Park Facilities without a special permit issued by the Village.
2. To obtain permission to allow alcohol as part of an event the following conditions must be met:
 - a. Approval of alcohol will only be issued to a bona fide group, club or business which has secured a special permit from the Village for use of the Park or Park Facilities for their event.
 - b. At the time of the request, applicants must submit a Certificate of Liquor Legal Liability Insurance Coverage. The certificate must name the Village of Warwick as an additional insured. Coverage must be in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate.

Section 6. MEMORIAL PARK- ROBERT NEWHARD, SR. SKATE PARK REGULATIONS

All Users of The Robert Newhard, Sr. Skate Park must adhere to and be in compliance with all rules and regulations pertaining to this chapter including;

- I. General Rules- Robert Newhard, Sr. Skate Park
 - a. Children under 10 must be accompanied by an adult.
 - b. Pets are not allowed in the skatepark.
 - c. Motorized equipment is not permitted within the skatepark.
- II. Protective equipment required:
 - a. Helmets are required for those under 14.
 - b. Elbow, knee pads, and wrist guards are strongly recommended.
- III. Skateboards may not:
 - a. Ride, operate or use any device other than roller blades, skateboards, scooters, or BMX bikes.
 - b. Ride or operate devices unless that person is wearing an approved helmet and proper safety equipment, in good repair, at all times during use.
 - c. Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps).
 - d. Ride, operate, or use roller blades or a skateboard before or after the posted hours of operation.
 - e. Fail to obey any rule or regulation posted on or near the skate park.

Section 7. SPEED LIMIT IN MEMORIAL PARK

Fifteen miles per hour is hereby established as the maximum speed at which vehicles may proceed on or along roadways in Memorial Park.

Section 8. PENALTIES FOR OFFENSES

Any person who violates any of the sections of Chapter 90 shall, for a first violation thereof, be liable for a civil penalty of not less than \$250 or more than \$400; for a second violation, both of which were committed within a period of 12 months, be liable for a civil penalty of not less than \$500 nor more than \$1,000; and for a third or subsequent violation, all of which were omitted within a period of 12 months, be liable for a civil penalty of not less than \$1,000 nor more than \$2,000. The continuation of an offense against the provision of this chapter shall constitute, for each day the offense is continued, a separate and distinct offense hereunder.

Chapter A150

Facility Use Permits

GENERAL REFERENCES

Amusements and exhibitions – See Ch. 34.

Assemblies, Public – Village Owned Property – See Ch. 39.

Garbage, rubbish, and refuse — See Ch. 75.

Littering — See Ch. 83.

Park rules and regulations — See Ch. 90.

Peace and good order — See Ch. 93.

§ A150-1 Purpose.

Facility Use Permits are required for any public assembly exceeding 200 people on Village Owned Parks, Village Owned Park Facilities, or Village Owned Land **and** for public assemblies less than 200 people seeking exclusive use of Parks, Park Facilities, or Village Owned Land.

1. Application for exclusive use of Village Owned Parks, Village Owned Park Facilities, or Village Owned Land for gatherings of less than 200 people should be made to the Village Clerk in writing using the Village of Warwick 'Facility Use Request Form' available in the Clerk's Office and on the village's website.
2. As set forth in Chapter 39, Assemblies, Public - Village Owned Property, the assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people requires a 'Facility Use Permit Application for Gatherings Greater Than 200 People' that is available in the Clerk's Office and on the village's website.
3. Approval of requests will be at the discretion of the Village of Warwick Board of Trustees.

§ A150-2 Fees; waivers.

1. A fee as set forth in Chapter 63, Fees, shall be charged for use of the buildings or parkland or park facilities or Village owned property under certain circumstances as noted:
 - a. A fee will be charged for the use of the football/Over 35 field lights in Veterans Memorial Park.

- b. A security deposit shall be made to the Village Clerk by all applicants to assure the cleanup of the buildings or parkland or park facilities or Village owned property and grounds after such use. Said deposit shall be refunded within 30 days, as confirmed by the Department of Public Works or the Police Department. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.
 - c. An application fee will be charged for the submission of a 'Facility Use Permit Application for Gatherings Greater Than 200 People' for assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people. The fee shall compensate the Village of its examination and processing of each application and shall not be refundable in whole or in part.
- 2. All required fees and security deposit shall be paid to the Village Clerk upon application.
- 3. The Village Board of Trustees, at its discretion, has the authority to waive facility use fees and/or security deposit fees.

§ A150-3 Insurance requirements.

Gatherings less than 200 people -

The applicant must post a certificate of insurance upon application that is in accordance with the insurance requirement as listed on the Facility Use Request application, including but not limited to naming the Village of Warwick as an additional insured, with a combined single-limit liability of not less than \$1,000,000. Said certificate of insurance shall be issued by an insurance company licensed to do business in the State of New York and shall be so worded to provide that said insurance is primary over all other valid and collectible insurance available to the Village and shall state that there shall be no exclusion from liability for injury to participants.

Gatherings greater than 200 people -

No permit shall be issued unless the applicant shall furnish the Village with a comprehensive liability insurance policy insuring the Village against liability for damage to persons or property with limits of not less than \$500,000/\$1,000,000 bodily injury or death, and limits of not less than \$500,000 for property damage, sufficient to save the Village harmless from any liability or cause of action which might arise by reason of the granting of the permit, and not cancellable without 10 days' prior written notice to the Village.

§ A150-4 Requirements for person signing application.

The Facility Use Request application shall be signed by a person of responsibility representing the organization, and the person must reside in the Town of Warwick.

§ A150-5 Time limit for submission of application.

Gatherings less than 200 people -

All facility Use Request applications for the use of Parks, park Facilities, or Village of Warwick owned property for assemblies of persons where such assembly is less than 200 people must be submitted to the Village Clerk at least 10 days prior to the desired Village Board meeting for which the application will go before the Village Board for approval.

Gatherings greater than 200 people -

All facility Use Request applications for the use of Parks, park Facilities, or Village of Warwick owned property for assemblies of persons where such assembly exceeds 200 people must be submitted to the Village Clerk at least 90 days prior to the desired Village Board meeting for which the application will go before the Village Board for approval.

§ A150-6 Payment of fees and damages.

All fees and damages shall be paid to the Village Clerk.

§ A150-7 Responsibility for supervision and parking.

Supervision and parking are the responsibility of the organization making the request. Parking must be limited to designated parking lots only. Parking is prohibited in non-designated parking areas.

§ A150-6 Area of use limited to that stated on permit.

This permit entitles the holder to only that portion of the park or buildings or Village owned land as stated on the permit.

§ A150-7 Responsibility for cleanup.

All permittees must remove all garbage when leaving the park. The cleanup time in certain areas of the park used for horse shows, carnivals, et., may be extended.

§ A150-8 Enforcement; penalties for offenses.

- A. Any person who shall use, allow, let or permit to be used Village of Warwick owned property for the assembly of persons in the excess of 200, or shall use, allow, let or permit to be used Village of Warwick owned property for any part or portion of such assembly, which total assembly in the aggregate is in excess of 200 persons, or any person who shall cause the gathering, collecting or congregating of persons in excess of 200 on Village of Warwick owned property without first obtaining a written permit, in accordance with the

provisions of this chapter, shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided. Any person who commits or permits any act in violation of any provision of this chapter shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided.

- B. For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$1,000 nor less than \$100, or imprisonment not to exceed one year, or to both such fine and imprisonment.
- C. In addition to the above-provided penalties, the Board of Trustees may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of such chapter.

Chapter 39

Assemblies, Public

Village Owned Property

[HISTORY: Adopted by the Board of Trustees of the Village of Warwick during codification; see Ch. 1, General Provisions, Article II. Amendments noted where applicable.]

GENERAL REFERENCES

Amusements and exhibitions — See Ch. 34.

Fire prevention — See Ch. 68.

Garbage, rubbish and refuse — See Ch. 75.

Littering — See Ch. 83.

Park rules and regulations — See Ch. 90.

Peace and good order — See Ch. 93.

Facility use permits — See Ch. A150

§ 39-1 Purpose; statutory authority; scope.

The Board of Trustees, in order to promote proper government and ensure the proper protection, order, conduct, safety, health, welfare and well-being of persons and property within the Village of Warwick, Orange County, New York, finds that it is in the public interest to enact this chapter pursuant to the provisions of Section 4-412 of the Village Law of the State of New York. This chapter shall regulate the assembly of persons where such assembly exceeds 200 persons on property owned by the Village of Warwick including but not limited to buildings, parkland, park facilities, parking lots, and streets.

§ 39-2 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meaning herein indicated. Words used in the present tense include the future, the singular number includes the plural and the masculine shall include the feminine:

ASSEMBLY

The gathering or collecting or congregating of persons on property owned by the Village of Warwick including but not limited to buildings, parkland, park facilities, parking lots, and streets, with or without the levy of an admission fee, for a common purpose, such as, but not limited to, sports events, circuses, carnivals, festivals, music festivals or religious observances.

BUILDING

A structure wholly or partially enclosed with exterior walls and a roof, of permanent or temporary nature, affording shelter to persons, animals or property.

PERSON

Any individual, firm, company, association, society, corporation or group.

SHALL is mandatory, and MAY is permissive

STRUCTURE

A combination of materials to form a construction that is safe and stable and includes, among other things, stadiums, stages, prop forms, radio towers, sheds, storage bins, tents, billboards, space signs, bleachers, ramps and seats.

§ 39-3 Permit required; application; required information, facilities and surety.

- A. No person shall use, allow, let or permit to be used property owned by the Village of Warwick for the assembly of persons in excess of 200 persons, nor shall any person use, allow, let or permit to be used property owned by the Village of Warwick for any part or portion of such assembly of persons which total assembly in the aggregate is in excess of 200 persons, unless upon written permit authorizing such use and assembly issued by the Board of Trustees through the Village Clerk.
- B. Application for such permit shall be by verified petition on forms to be furnished by the Village, addressed to the Board of Trustees and filed with the Village Clerk at least 90 days prior to the date upon which such use and assembly shall occur. The Board of Trustees shall act upon the complete application within 30 days after its submission. Such application shall include the following information:
1. A statement of the name and residence address of the applicant; if the applicant is a corporation, the name of the corporation and the names and addresses of its directors and officers; the applicant must reside within the Town of Warwick, who shall be authorized to and shall agree to a verified statement to accept notices or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of this chapter.
 2. A statement containing the expected maximum number of persons intended to use the property at one time and collectively; the expected number of automobiles and vehicles intended to use the property at one time and collectively; and the purpose of the assembly and use, including the nature of the activity to be carried on and the admission fee to be charged, if any.
 3. A detailed map showing the location of the event including any structures to be erected for the purpose of the assembly.
 4. A plan drawn to scale showing the layout of any parking area for motor vehicles, including disability parking spots and the means of egress from and ingress to such parking area.
 5. A statement containing the type, number and location of any sound amplifier or loudspeaker or sound truck, or other similar sound equipment.
 6. A statement specifying whether food or beverage is intended to be prepared, served or distributed. If food or beverages are intended to be prepared, sold or distributed, a statement specifying the method

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

7. A statement specifying that the Warwick Police Department, Warwick Fire Department, and Warwick EMS have been notified of the event, including any recommendations from the aforesaid Departments.
 8. A statement specifying whether any outdoor lights or signs are to be utilized, and, if so, a map showing the number, location, size, type of such lights and signs.
 9. A statement specifying whether any camping or housing facilities are to be available, and, if so, a plan drawn to scale showing the intended number and location of the same.
 10. A statement specifying the contemplated duration of assembly and use.
 11. If the assembly and use are to continue from one day into another, a statement specifying the camping or housing facilities available or to be made available on the premises.
- C. No permit shall be issued unless it is clearly shown that all of the following are provided for and approved in writing by the Orange County Health Department and the Board of Trustees of the Village of Warwick:
1. 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.
 2. Toilet facilities adequate for the capacity of the assembly or use. Portable toilet facilities shall be located as to be conveniently available and must be adequately maintained.
 3. Adequate facilities and arrangements for safe, clean disposal of solid waste, garbage and trash.
 4. Adequate off-street and off-road facilities for the contemplated number of people attending the assembly or use. Parking space shall be provided for at least one car for every four persons in attendance.
- D. No permit shall be issued unless the applicant shall furnish the Village with a comprehensive liability insurance policy insuring the Village against liability for damage to persons or property with limits of not less than \$500,000/\$1,000,000 bodily injury or death, and limits of not less than \$500,000 for property damage, sufficient to save the Village harmless from any liability or cause of action which might arise by reason of the granting of the permit, and not cancellable without 10 days' prior written notice to the Village. The applicant shall further provide a security deposit of \$500 with the Village to ensure the removal of trash and other waste material as hereinafter provided, which deposit shall be returned to the applicant within 30 days from the date of termination of the assembly after deduction

therefrom of all expenses caused by the applicant's not complying to remove said trash and other waste material.

- E. Within 48 hours from the date of the termination of the assembly, trash, paper, garbage and other waste material shall be completely removed from the premises in a safe, clean and sanitary manner.
- G. Any permit issued may be revoked by the Board of Trustees through the Village Clerk if at any time it should be determined that the applicant has failed to provide the facilities as specified in the application, or that the setting up of the facilities provided for in the application cannot be reasonably accomplished within the time or date set for the assembly or use.

§ 39-4 Application fee.

Each application shall be accompanied by a fee at the time of its submission as set forth in Chapter 63, Fees. The fee shall compensate the Village for its examination and processing of such application and shall not be refundable in whole or in part.

§ 39-5 Enforcement; penalties for offenses.

- A. Any person who shall use, allow, let or permit to be used Village of Warwick owned property for the assembly of persons in the excess of 200, or shall use, allow, let or permit to be used Village of Warwick owned property for any part or portion of such assembly, which total assembly in the aggregate is in excess of 200 persons, or any person who shall cause the gathering, collecting or congregating of persons in excess of 200 on Village of Warwick owned property without first obtaining a written permit, in accordance with the provisions of this chapter, shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided. Any person who commits or permits any act in violation of any provision of this chapter shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided.
- B. For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$1,000 nor less than \$100, or imprisonment not to exceed one year, or to both such fine and imprisonment.
- C. In addition to the above-provided penalties, the Board of Trustees may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of such chapter.



VILLAGE OF WARWICK

INCORPORATED 1867

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

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS.
For gatherings greater than 200 people on Village owned property, please use form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE.

Facility Use Requests must be approved by the Village Board of Trustees at a regularly scheduled Board meeting. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org

The following items must be received by the Village Clerk *at least 10 days prior to the desired Board meeting* for which they will go before the Village Board for approval:

- A detailed cover letter addressed to the Village Board of Trustees describing the nature of the event.
- If your event includes a parade, marathon, etc. please include in the letter to the Village Board a clear layout of the route that you intend to take **AND** a letter or email from the Warwick Police Department approving the intended route.
- If your event requires street closures and/or parking meters to be covered, you must detail the number of hours prior to the event you are requesting these accommodations and the number of parking meter bags you require. You will be responsible for obtaining the 'no parking' meter bags from the Village of Warwick and placing the bags on the meters and removing them at the approved times. You will also be responsible for returning the meter bags to the Village of Warwick within 48 hours of the completion of the event.
- For-profit activities are prohibited as per Chapter 90 of the Village Code.
- **Events that include mechanical rides, such as carnivals**, must submit complete facility use requests & public assembly requests, including but not limited to contracts, agreements, and required certificates of insurance, to the Village Clerk **no less than 90 days prior to the event** to allow the Village's insurance carrier to review and approve the complete application, prior to Village Board approval.
- The facility use request form must be filled out in its entirety and both the facility use request form and the last page of the facility use requirement document must be signed by the person responsible for the event, who must also be a Town of Warwick resident.
- Required certificate of insurance (Acord 25) as outlined in the facility use requirements. Please see the attached example. They can be emailed directly to the Village Clerk at: clerk@villageofwarwick.org

- Enclose with your complete packet a \$200 security deposit check made out to the Village of Warwick. NOTE: If the grounds are restored to proper condition, the deposit will be refunded within 30 days following the conclusion of the event.

Should you have any questions please contact the Village Clerk's Office at (845) 986-2031 or via email: clerk@villageofwarwick.org.

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

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

Date Request Submitted: _____

Title of Event: _____

Purpose of Event: _____

SECTION 1: REQUESTED VILLAGE OWNED PROPERTY

☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands

☐ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

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

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: _____ Rain Date Requested: _____

Arrival Time: _____ Departure Time: _____

Event Start Time: _____ Event End Time: _____

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: _____

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

Mailing Address of Responsible Party: _____

Email Address: _____ Cell Phone: _____

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

Name of Organization (if Applicable): _____

Name of Organization's Director(s)/Officer(s): _____

Organization's Phone: _____ Email Address: _____

Mailing Address of Organization: _____

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____

** If greater than 200 people, DO NOT complete this form. See instructions.*

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:**CHECK YES OR NO**

Greater than 200 people. <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No _____
Music / Loudspeakers / Sound System <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No _____
Parade, walk, marathon, 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.</i>	Yes _____ No _____
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 _____
RV's, Campers, Food Trucks, etc. <i>If yes, explain: _____</i>	Yes _____ No _____

Admission Fee to Be Charged <i>If yes, please list the admission fee: _____</i>	Yes _____ No _____
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No _____
Food will be served or sold. <i>If yes, explain the method of food distribution and disposal of trash:</i> <hr/> <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 _____
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 _____
Portable Toilets. <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No _____
Other <i>Please explain: _____</i>	Yes _____ No _____

SPECIAL REQUESTS:**CHECK YES OR NO**

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

Other Please explain: _____	Yes _____ No _____
---------------------------------------	--------------------

SECTION 5: FEES/SECURITY DEPOSIT

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

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

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of _____ (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 _____ (Name Organization).

 Printed Name of Applicant/Responsible Party

 Signature of Applicant/Responsible Party

 Date

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

**Village of Warwick
Facility Use Requirements & Acknowledgement Form
For Gatherings of Less Than 200 People**

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations or individuals wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for approval. All forms, security deposit, fees, and insurance documents shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda *at least 10 days prior to the desired Board meeting* for which they will go before the Village Board for approval. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org
2. Permits must be requested by a **Town of Warwick** resident. Said resident shall be responsible for the event, club, team or group to which this permit is issued.
3. Organizations/individuals shall indicate areas to be used during an event or season on the attached map.
4. A fee, as listed on the Village Schedule of Fees, will be charged for use of field lights.
5. A limited number of tables and chairs are available for use in the Memorial Park pavilion. Applicants are responsible for the set up and take down.
6. A security deposit of \$200.00 is required at the time the Facility Use Permit Application is submitted to the Village Clerk. If the grounds are restored to proper condition, the deposit will be refunded 30 days following the conclusion of the event. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.
7. The Village Board of Trustees, at its discretion, has the authority to waive any facility use fee and/or security deposit.
8. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization 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 organization will provide a copy of the policy endorsements and forms.
- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Excess Insurance:

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

Host Liquor Liability – Required if Alcohol is to be Included at Event

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

- VI. User 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 user 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. The failure of the Village to object to

the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.

- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.

Individuals – Required Insurance Homeowners Insurance:

- Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

***Host Liquor Liability – Required if Alcohol is to be Included at Event**

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

9. Alcohol is not permitted in any Village Park or Park Facilities, or Village owned property without a special permit issued by the Village Board of Trustees. Additional liability insurance (Host Liquor) is required if alcohol is part of your event.
10. All persons shall comply with the rules and regulations as set forth in Chapter 90 'Park Rules and Regulations' of the Code of the Village Warwick. *See Exhibit A.*
11. Illegal drugs, smoking, tobacco use, electronic cigarettes, and vapor products are not permitted.
12. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are prohibited, and those violating this prohibition will be removed from the premises.
13. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution.
14. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
15. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
16. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage the event generates. The Village may assess a charge for garbage generated from events that is not removed by the 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 organization/individual making the request.
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.
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:

Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

Date _____



VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Instructions **For Gatherings Greater Than 200 People**

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE GREATER THAN 200 PEOPLE.

Facility Use Requests must be approved by the Village Board of Trustees at a regularly scheduled Board meeting. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org

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

- ☐ A detailed map showing the location of the event including any structures to be erected for the purpose of the assembly.
 - ☐ A plan drawn to scale showing the layout of any parking area for motor vehicles, including disability parking spots and the means of egress from and ingress to such parking area.
 - ☐ **A detailed cover letter addressed to the Village Board of Trustees describing the nature of the event, including:**
 - ☐ A statement specifying whether food or beverage is intended to be prepared, served or distributed. If food or beverages are intended to be prepared, sold or distributed, a statement specifying the method of preparation and distribution of such food or beverage such as food trucks or open grills and the method of disposing of garbage, trash, rubbish or any other refuse arising therefrom. If food or beverage is to be prepared, sold and distributed, a plan or drawing to scale must be attached to the application showing the buildings or other structures from which the food or beverages shall be prepared, sold or distributed.
- *A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.***
- ☐ A statement specifying that the Warwick Police Department, Warwick Fire Department, and Warwick EMS have been notified of the event, including any recommendations from the aforesaid Departments.
 - ☐ A statement specifying whether any outdoor lights or signs are to be utilized, and, if so, a map showing the number, location, size, type of such lights and signs.

- ☐ A statement specifying whether any camping or housing facilities are to be available, and, if so, a plan drawn to scale showing the intended number and location of the same.
- ☐ A statement specifying the contemplated duration of assembly and use.
- ☐ If your event requires street closures and/or parking meters to be covered, you must detail the number of hours prior to the event you are requesting these accommodations and the number of parking meter bags you require. You will be responsible for obtaining the 'no parking' meter bags from the Village of Warwick and placing the bags on the meters and removing them at the approved times. You will also be responsible for returning the meter bags to the Village of Warwick within 48 hours of the completion of the event.
- ☐ If your event includes a parade, marathon, etc. please include in the letter to the Village Board a clear layout of the route that you intend to take AND a letter or email from the Warwick Police Department approving the route.

Additional information:

- For-profit activities are prohibited as per Chapter 90 of the Village Code.
- **Events that include mechanical rides, such as carnivals,** must submit complete facility use requests & public assembly requests, including but not limited to contracts, agreements, and required certificates of insurance, to the Village Clerk **no less than 90 days prior to the event** to allow the Village's insurance carrier to review and approve the complete application, prior to Village Board approval.
- The facility use request form must be filled out in its entirety and both the facility use request form and the last page of the facility use requirement document must be signed by the person responsible for the event, who must also be a Town of Warwick resident.
- Required certificate of insurance (Acord 25) as outlined in the facility use requirements for gatherings of greater than 200 people. Please see the attached example. They can be emailed directly to the Village Clerk at: clerk@villageofwarwick.org
- Enclose with your complete packet a \$200 application fee and if applicable, field light fee, made out to the Village of Warwick. A separate \$500 security deposit check made out to the Village of Warwick must also be included as a separate payment. NOTE: If the grounds are restored to proper condition, the deposit will be returned within 30 days following the conclusion of the event.

Should you have any questions please contact the Village Clerk's Office at (845) 986-2031 or via email: clerk@villageofwarwick.org.

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

Date Request Submitted: _____

Title of Event: _____

Purpose of Event: _____

SECTION 1: REQUESTED VILLAGE OWNED PROPERTY

- ☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands
☐ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

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

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: _____ Rain Date(s) Requested: _____

Arrival Time: _____ Departure Time: _____

Event Start Time: _____ Event End Time: _____

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: _____

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

Mailing Address of Responsible Party: _____

Residential Address of Responsible Party: _____

Email Address: _____ Cell Phone: _____

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

Name of Organization (if Applicable): _____

Organization's Phone: _____ Email Address: _____

Name of Organization's Director(s)/Officer(s): _____

Mailing Address of Organization: _____

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:**CHECK YES OR NO**

Greater than 200 people. <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes _____ No _____
Music / Loudspeakers / Sound System <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No _____
Parade, walk, marathon, 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.</i>	Yes _____ No _____
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 _____
RV's, Campers, Food Trucks, etc. <i>If yes, explain: _____</i>	Yes _____ No _____

Admission Fee to Be Charged <i>If yes, please list the admission fee: _____</i>	Yes _____ No _____
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No _____
Food will be served or sold. <i>If yes, explain the method of food distribution and disposal of trash:</i> <hr/> <hr/> <p><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></p>	Yes _____ 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 _____
Portable Toilets. <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No _____
Other <i>Please explain: _____</i>	Yes _____ No _____

SPECIAL REQUESTS:**CHECK YES OR NO**

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

Other Please explain: _____	Yes _____ No _____
---------------------------------------	--------------------

SECTION 5: FEES/SECURITY DEPOSIT

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

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

TOTAL FEE: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of _____ (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 _____ (Name Organization).

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

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

 Printed Name of Applicant/Responsible Party

 Signature of Applicant/Responsible Party

 Date

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

**Village of Warwick
Facility Use Requirements & Acknowledgement Form
For Gatherings Greater Than 200 People**

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations or individuals wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for approval. All forms, security deposit, fees, and insurance documents shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda *at least 90 days prior to the desired Board meeting* for which they will go before the Village Board for approval. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org
2. Permits must be requested by a **Town of Warwick** resident. Said resident shall be responsible for the event, club, team or group to which this permit is issued.
3. Organizations/individuals shall indicate areas to be used during an event or season on the attached map.
4. A fee, as listed on the Village Schedule of Fees, will be charged for use of field lights.
5. A limited number of tables and chairs are available for use in the Memorial Park pavilion. Applicants are responsible for the set up and take down.
6. A security deposit of \$500.00 for gatherings of over 200 people is required at the time the application is submitted to the Village Clerk. If the grounds are restored to proper condition, the deposit will be refunded 30 days following the conclusion of the event. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.
7. The Village Board of Trustees, at its discretion, has the authority to waive any facility use fees and/or security deposit.
8. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization 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 organization will provide a copy of the policy endorsements and forms.
- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Not less than \$500,000/\$1,000,000 bodily injury or death.

Limits of not less than \$500,000 for property damage.

Excess Insurance:

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

Host Liquor Liability – Required if Alcohol is to be Included at Event

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

- VI. User 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 user 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. The

failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.

- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.
- VIII. Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Individuals - Required Insurance Homeowners Insurance:

- Section Two – Liability:
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.
- Not less than \$500,000/\$1,000,000 bodily injury or death.
- Limits of not less than \$500,000 for property damage.
- Policy shall not exclude the off-premises activities of the insured.
- Insurance is not cancelable without 10 days' prior written notice to the Village of Warwick.

Host Liquor Liability – Required if Alcohol is to be Included at Event

***Insurance Liability Coverage must include Mechanical Rides / Bounce House / Inflatable Slides etc. – If Applicable**

9. Alcohol is not permitted in any Village Park or Park Facilities, or Village owned property without a special permit issued by the Village Board of Trustees. Additional liability insurance (Host Liquor) is required if alcohol is part of your event.
10. All persons shall comply with the rules and regulations as set forth in Chapter 90 'Park Rules and Regulations' of the Code of the Village Warwick. *See Exhibit A.*
11. All persons shall comply with the rules and regulations as set forth in Chapter 39 'Assemblies, Public – Village Owned Property' of the Code of the Village of Warwick. *See Exhibit B.*
12. Illegal drugs, smoking, tobacco use, electronic cigarettes, and vapor products are not permitted.
13. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are prohibited, and those violating this prohibition will be removed from the premises.
14. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution.

15. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
16. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
17. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage the event generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
18. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
19. Supervision and parking are the responsibility of the organization/individual making the request.
20. Permits may be revoked at any time.
21. All posted rules must be adhered to.
22. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
23. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
24. 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.
25. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
26. 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:

Printed Name of Applicant/Responsible Party

Signature of Applicant/Responsible Party

Date

Office of the Mayor
Board of Trustees
Village Clerk
Treasurer
Telephone: 845-986-2031
Fax: 845-986-6884

Public Works Supervisor
Telephone: 845-986-2081
Fax: 845-987-1215



OFFICE OF THE CORPORATION
MEETINGS HELD 1ST & 3RD MONDAY OF EACH MONTH

Village of Warwick

77 MAIN STREET
P.O. BOX 369
ORANGE COUNTY

Warwick, NY 10990

Village Justice
Telephone: 845-986-7044
Fax: 845-986-2870

Building, Planning, Zoning
and Historical District
Review Board
Telephone: 845-986-9888
Fax: 845-987-1215

RECEIVED

OCT 12 2021

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

VACATION CARRY OVER

I Mila Finelli request to carry-over 22.50 vacation ^{hours} ~~days~~.
(Name of employee) (Amount)

The reason time accrued or vacation was not used: Covid

under article X sec.2(B) of the Village of Warwick Department of Public Works Collective Bargaining Agreement and the Employee Handbook.

[Signature]
(Signature of employee)

10/7/21
(Date)

[Signature]
(Signature of Department Head)

10/12/21
(Date)

VILLAGE USE ONLY

☐ Approved by Village Board
☐ Denied by Village Board

(Time Accrued) (Time Used) (Anniversary Date)

Comments: _____

(Board Signature)

(Date)

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



(845) 986-2031 Ext.107
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org
building@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

BUILDING PERMIT

Permit Number: 2021-0298

Tax Map Number: 218-1-37

Permit Date: 10/04/2021

Permit Fee: \$75.00

Owner: Viktor Berisha 410 E 89th St Unit 2D, New York, NY

Applicant: Viktor Berisha

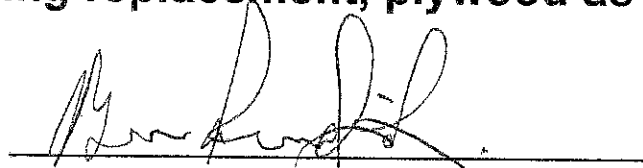
Contractor: Infinity Solar Systems LLC

A permit is hereby issued by the Building Department of the VILLAGE OF WARWICK, COUNTY OF ORANGE, NEW YORK, for the structure or property described herein:

70 Laudaten Way
218-1-37

This permit is issued to:
Viktor Berisha

The filed use for this permit:
Roof covering replacement, plywood as needed.


Boris Rudzinski
Village of Warwick Code Enforcement Official

Building permits are required to be visibly displayed at the work site and to remain visible until the project has been completed.

A permit under which no work has commenced within one (1) year after the issuance shall expire by limitation, and a new permit must be secured before work can begin. It is the responsibility of the owner and/or contractor to comply with all applicable Village Ordinances and to call for the required inspections at least one day in advance.

Boris Rudzinski

From: Pamela Ziolkowski <pamela.z@infinitysolarsystems.com>
Sent: Monday, October 11, 2021 11:32 AM
To: Boris Rudzinski
Subject: Re: 70 Laudaten Way Warwick NY 10990

Good morning Boris,

Can we request that this permit be cancelled? Infinity has decided to cancel his contract and will not be doing the work.

Thanks,
Pam

On Mon, Oct 4, 2021 at 1:58 PM Boris Rudzinski <building@villageofwarwick.org> wrote:

Please see attached.

Plywood on roof rafters now has to be 5/8" up to 24" on-center, 3/4" above 24" on-center.

Contact me on my cell to see Ice/Water Shield installed before covering 845-591-5402. I can normally be there within 30 min.

Please take photos of exposed roof before covering, ice/water underlayment and completed if done on a weekend.

Boris Rudzinski

Village of Warwick Building Inspector/Code Enforcement

77 Main Street/PO Box 369

Warwick, NY 10990

Phone: (845) 986-2031

Email: building@villageofwarwick.org

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

DATE: October 12, 2021

TO: Mayor Newhard and Board of Trustees

From: Christopher Bennett
Distribution System Supervisor

RE: Approval to purchase RC Mowers Remote Controlled Robotic Slope Mower

For your approval, I am requesting to purchase the RC Remote Controlled Mower. This is a properly budgeted item per the 21-22 budget code F-8340-2350. Please see the attached price quotes. This Equipment would help us with the maintenance of the Dam heads at the Reservoirs and other areas.

Thank you for your time.

**VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A
PURCHASING QUOTATION SUMMARY FORM**

- | | |
|--|---|
| ► Purchase Contracts (Single Item Purchase) | Public Works Contracts (Services/Construction) |
| \$2,000 - \$19,999 | (3) Written/Email/Fax Quotes |
| Above \$20,000 | Mandatory Competitive Bidding |
- Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.
- This form must be attached to voucher and invoice for Board approval.

DESCRIPTION OF PURCHASE *RC Mower Remote controlled Robotic Slope mower*

BUDGETED PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUDGET CODE <i>F-8340-2350</i>	CURRENT LINE BALANCE \$ <i>69,187.84</i> Signature: <i>Christopher Bennett</i> Date: <i>14 Oct 21</i>
---	--	--

BUDGETED AMOUNT \$	IF NO EXPLAIN		
#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	<i>14 OCT 21</i>	<i>Long Island Sanitation Equipment Co.</i>	\$ <i>53,950.00</i>
2	<i>13 OCT 21</i>	<i>R.W. TRUCK EQUIPMENT CORP</i>	\$ <i>72,215.00</i>
3	<i>14 OCT 21</i>	<i>Mtech</i>	\$ <i>59,000.00</i>

VENDOR SELECTED
Long Island Sanitation Equipment Company.

IF NOT LOWEST BID EXPLAIN WHY

IF ONLY (1) QUOTE EXPLAIN OR IF A SOLE SOURCE

EXCEPTIONS TO COMPETITIVE BIDDING

OTHER GOVERNMENTS STATE - COUNTY MUNICIPAL BID CONTRACTS	NAME OF AGENCY	
	VENDOR/SUPPLIER	CONTRACT#
	TOTAL COST \$	BID PERIOD EXPIRES
	ADDITIONAL INFORMATION	

****EMERGENCY PURCHASE** - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

DEPARTMENT APPROVAL

Name/Title *Christopher Bennett* Date: *14 OCT 21*

Signature: *Christopher A. Bennett*

Long Island Sanitation Equipment Co.

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-9333



October 8, 2021

Quote# 100821RCM

Village of Warwick
24 Memorial Park Drive
Warwick, NY 10990
ATTN: Chris Bennett

RE: RC Mowers Remote Controlled Robotic Slope Mowers

TK-52XP Tracked 52" Rotary Mower:

50 Degrees Max Slope, remote-controlled commercial grade mowers to safely manage difficult terrain. Low center of gravity and wide base allow for safely mowing slopes of up to 50 degrees. Extremely low ground pressure is ideal for soft, wet, steep applications. Three blade configurations and two types of treads, provide the versatility for rough and finished mowing with same machine.

Enhanced safety through remote-control meeting or exceeding all OSHA, ANSI, NPS, and other safety regulation authorities. RC Mowers Safety is priority focus and hallmark of the company with integrated and proprietary safety features work to protect operators, equipment, and the environment.

Tested and Proven on:

- Steep Slopes
- Thick Brush
- Up to 1" saplings
- University and Corporate Campuses
- Golf Courses
- Highway and Railroad Embankments
- Railroad Converted Hiking/Jogging/Walking Trails
- Municipal Treatment Facilities
- Landfills
- Water Treatment Plants

DEMO UNIT - TK52XP \$53,950.00

NEW UNIT - TK52XP \$67,438.00

Also To Include the Following Options

- XP (1) 20" Front Light Bar, (1) 12" Rear Light Bar, Brackets & Hardware
- Swinging Break away Brush Blade Kit (3) Blade Carriers, (9) Blades & Hardware
- Front Jack - Allows Easy Access to Undercarriage
- 200 Hour Kit Includes Recommended Parts for Maintenance through 200 Hours
- 2.5 Lb. Fire Extinguisher
- 2 Year / 400 Hour Warranty
- Delivery and Operator Training

Respectfully,

David Cope
Long Island Sanitation Equipment Company

Long Island Sanitation Equipment Co.

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-9333



October 13, 2021

Hi Chris,

Good morning, here is the response from RC Mowers regarding FCC Compliance and License.
Please Let me know if you have any further questions or concerns. Thank you and have a great day.

Respectfully,

Dave

The radio module that we use in the transmitter is FCC ID: P4U-MCT244

Dave,

Yes the documentation that you will need is the number above for prove of FCC compliance and license for both the transmitter and controller

This was straight from Ray

Ryan Etringer
[Customer Service Specialist]
RCMOWERSUSA.COM
920-634-2227 ext 127 office
920-716-0721 mobile

R.W.TRUCK EQUIPMENT CORP.

1100 ROUTE 109

FARMINGDALE, N.Y. 11735

**VILLAGE OF WARWICK
ATTN: CHRIS BENNETT**

10-13-2021

WE ARE PLEASED TO QUOTE THE FOLLOWING;

**RC MOWER MODEL TK-52XP
52" TRACTED ROTARY MOWER REMOTE CONTROLLED
INCLUDES FOLLOWING OPTIONS:
FRONT AND REAR LIGHT BAR
BREAKAWAY BLADE KIT
FRONT JACK
200 HOUR KIT
FIRE EXTINGUISHER
2 YEAR 400 HOUR WARRANTY**

MATERIAL. \$ 71,215.00 EACH

THANK YOU FOR THIS OPPORTUNITY TO QUOTE YOU!

SINCERELY,

CURTIS FAVER

PHONE (516) 756-3666 FAX (516) 756-3661

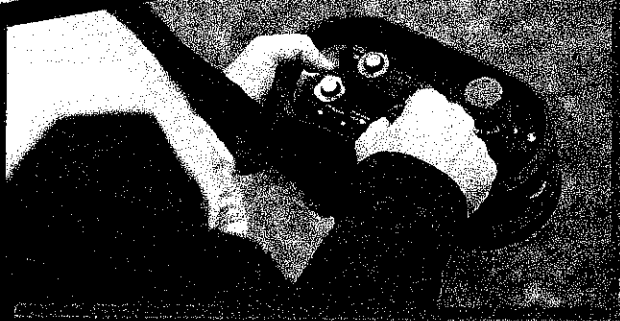


DESIGNED AND TESTED FOR SAFETY AND COMPLIANCE



We at RC Mowers take Safety Very Seriously

Safety is a priority focus area and a hallmark of our company. Every model we offer has a host of integrated safety features designed to protect operators, equipment, and the environment. RC Mowers monitors changing OSHA and ANSI regulations to ensure our products meet or exceed compliance standards. You can feel confident that when selecting an RC Mowers product, you are investing in a safe and tested design.



Remote Safety Features

- ANSI & FCC Compliant
- Emergency Shutdown button
- Idle Time Auto Shutdown
- Active Drive Enable System
- Horn Alert System
- Auto Maximum Distance Shutdown
- Inertia Tilt & Drop Sensor-Auto Shutdown
- PTO Safety Interlock programming
- Low Voltage Monitor



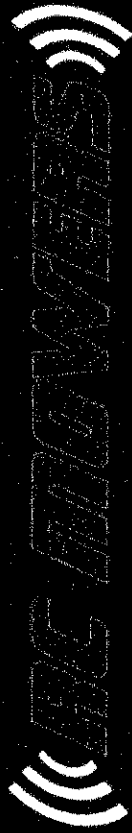
Mower Safety Features

- Parking Brake
- Extended front bumper (Track Models)
- Thrown Object Chain Guards
- Deck height transport lock setting
- Muffler Heat shield
- Active LED 360 degree Strobe Light
- Safety Alert Horn
- Exclusive Roll over auto shut off sensor
- Optional Front and Rear LED Driving Lights
- Full suite of warning decals



RC Mowers by EmbankScape | 2146 Deerfield Ave E Suamico, WI 54173
www.rcmowersus.com | learnmore@rcmowersus.com



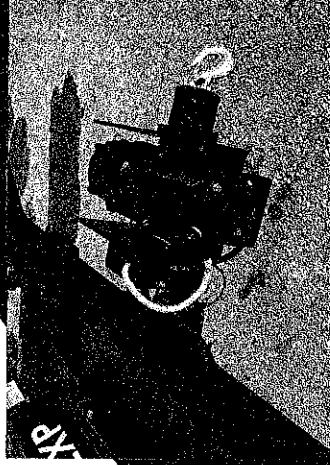


OPTIONS & ACCESSORIES

LIGHT KIT

P & XP MODELS

Provides enhanced visibility in low light conditions. Kit includes Wire harnesses, (1) 20" Front Light Bar, (1) 12" Rear Light Bar, brackets and hardware.

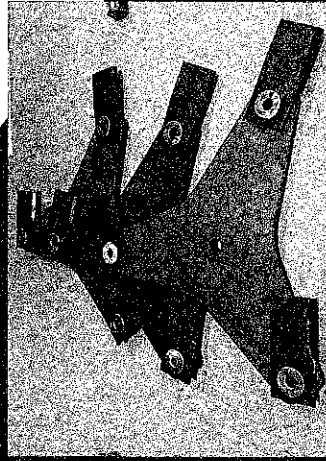


3500 LB WINCH

Allows the user to easily recover the machine if it is stuck or hung up on an obstacle. Kit includes installation instructions, wire harnesses, hitch pin and hardware.

SWINGING BREAK AWAY BRUSH BLADES

Designed to handle thick and heavy brush up to 1.5". Blades have dual edge and can be flipped or changed individually. Kit includes (3) blade carriers, (9) blades and hardware and comes pre-assembled.



200 HOUR KITS

Each kit includes recommended parts for maintenance from purchase through 200 hours. Includes machine-specific oils, fluids, spark plugs and more.

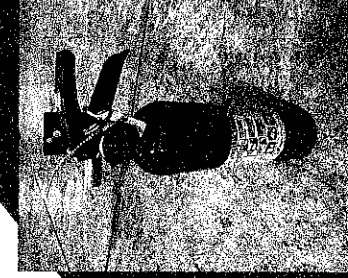
FRONT JACK

The front jack accessory allows for easy access to the undercarriage for blade changes and maintenance.



FIRE EXTINGUISHER

2.5lb extinguisher mounts directly to the machine for enhanced safety. Kit includes mounting bracket and extinguisher with quick release pull tab.

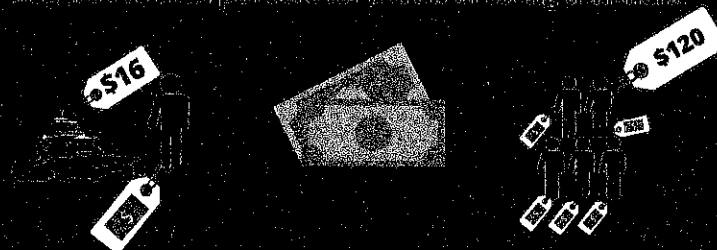


RC Mowers TK-60XP VS String Trimmers

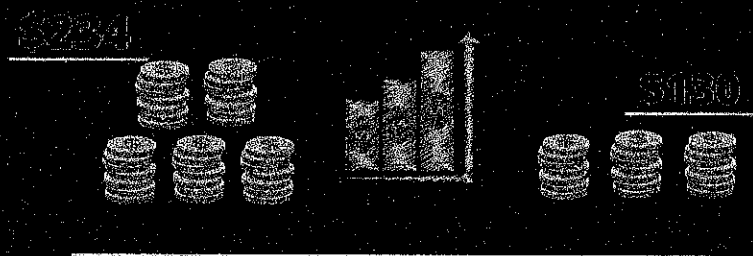
One employee with the RC Mower can do an hour of string trimmer work in 40 minutes or less. The RC Mower is also able to trim all those areas that are difficult to trim with string trimmers.



Paying employees at a rate of \$16/hr, a worker with the RC Mower will cost the employer just \$16 per acre cut, compared to \$120 per acre for a crew of string trimmers.



Changing a rate of \$16/acre, a business owner with an RC Mower saves \$104/acre in labor costs.



**Reduction in Hourly Labor
Cost of Revenue**

86%

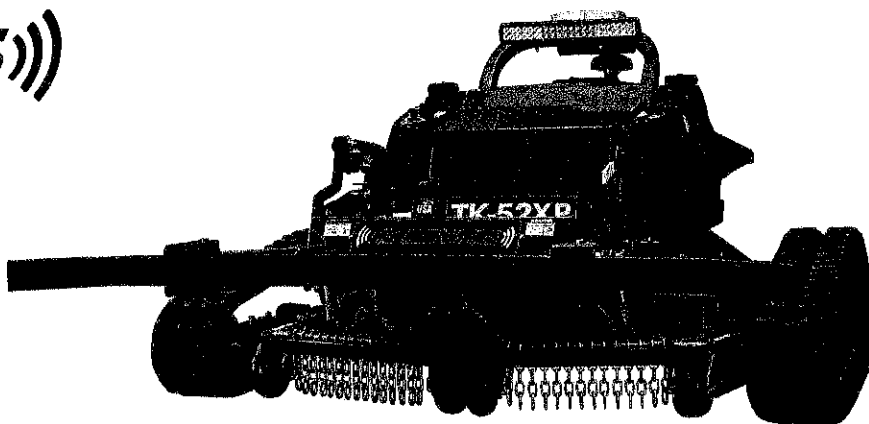
58%

**INCREASE IN PROFITABILITY PER
ACRE INCLUDING MACHINE COST**

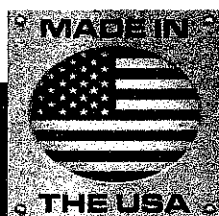
MAXIMIZE SAFETY AND EFFICIENCY
REMOTE CONTROLLED ROBOTIC SLOPE MOWERS



TK-52XP



ENGINE	ENGINE	Kawasaki FX850V air-cooled, heavy-duty air cleaner
	HP	27
	DISPLACEMENT	852 cc
	DRIVE SYSTEM	Hydro-Gear® ZT-5400 transaxles
	FUEL CAPACITY	13.4 gallons
	GROUND SPEED	5.3 mph
DECK	ACRES PER HOUR	2.2
	SLOPE CLIMB ABILITY	50 degrees
	DECK CONSTRUCTION	Fabricated 7 ga. steel with 1/4" spindle reinforcement
	NUMBER OF SPINDLES	3
	DECK ENGAGEMENT	Ogura® electric clutch
	CUTTING WIDTH	52 inches
TRACKS	CUTTING HEIGHTS	2.5 inches - 6.5 inches
	TRACK CONSTRUCTION	Rubber molded over steel links with steel cords
	TRACK SIZE	9 inches wide 230mm x 72mm x 44mm
	TREAD STYLE	J
DIMENSIONS	WEIGHT	1,790 lbs
	LENGTH	93 inches
	TOTAL WIDTH	78 in
	HEIGHT	49.5 inches
	WARRANTY	2 year / 400 hrs





7401 First Place
Cleveland, Ohio 44146
800.362.0240 - 440.646.0996
440.646.9953 Fax
sales@mtechcompany.com

Quote

Date	Quote #
10/14/2021	212558

Name / Address
City of Warwick (NY)

Customer Contact	
Customer Phone	Customer E-mail
Customer Fax	Delivery
	Prepaid

Cust. Account #	Sales Rep.	Terms	Quotation Valid	FOB
AR743210	JC	Net 20	Quotation Valid for 30 days	Origin
Qty	Item	Description	Unit Price	Total
1	376-TK-52XP 2021	2021 Tracked 52" Rotary Mower, 38.5hp Kawasaki Engine, 50 Degrees Max Slope	58,950.00	58,950.00
1	999-Freight LTL	Freight LTL	3,000.00	3,000.00
1	999-Training In-Field	Training In-Field	1,050.00	1,050.00
Note			Subtotal	\$59,000.00
Thank you for the opportunity! MasterCard, Visa, American Express accepted. Charges subject to a processing fee.			Sales Tax (0.0%)	\$0.00
			Total	\$59,000.00

Signature _____



October 13, 2021

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

Re: Proposal for Engineering Services
Sanitary Sewer Inflow & Infiltration Study

File: 702.4444

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering proposal for an Inflow and Infiltration (I&I) Study for the Village of Warwick. This study will be grant funded as the Village was able to secure a \$30,000 NYS EPG grant (EPG#: 105412) with a \$6,000 local match.

Scope of Services:

B&L proposes the following Scope of Services to assist the Village with completing an I&I Study and Preliminary Engineering Report (PER). Our approach will begin with a review of the Village's collection system from existing maps and plans provided by the Village to identify potential common locations of I&I. A series of sewer investigation programs will then be completed with assistance from the Village Department of Public Works (DPW) personnel to detect the "worst" areas of the collection system, or those contributing the highest I&I flows. The programs will generally include manhole inspections, smoke testing and dye testing to identify direct inflow sources such as storm sewer cross connections, low-lying manhole covers, yard vents acting as drains, etc. Sewer televising will also be used to further locate and identify pipeline deficiencies contributing infiltration to the system. Results from the various field investigation programs will be used in support of a recommended sewer collection rehabilitation program.

During initial meetings with the Village, areas of the sewer collection system will be identified for investigation using the below noted field services. Sewer Televising, Smoke Testing and Manhole Inspections will be completed along various streets in the Village. The total linear distance of this study will be determined during consultation with the Village.

Services to be provided include:

1. Review of Flow Monitoring Data

Develop detailed graphs of the flow metering previously completed by the Village. Analyze the data with respect to rainfall and anticipated wastewater generation in each area using a typical water usage per residence to develop a detailed plan for field investigations.



2. Manhole Inspections

Field personnel will complete manhole inspections at select manholes identified by the Village as an area of interest to document its condition and possible sources for I&I. Standard B&L manhole inspection forms will be used in the field to collect the data. Village staff will assist with the inspections. One (1) day of field inspections is anticipated.

3. Smoke Testing and Dye Testing Programs

B&L will assist the Village with smoke testing during a period of little to no precipitation and preferably lower water table. Smoke testing is a procedure in which colored, nontoxic smoke is blown into an isolated sewer main. If smoke is documented escaping to the surface through various connections such as stormwater catch basins, roof drains, or directly from the ground, an I&I source is then identified. Follow-up dye testing will be utilized when needed to confirm discharge location of suspected direct and indirect inflow sources such as catch basins, yard drains, roof drains, damaged pipes/laterals, etc. that could not be confirmed during the smoke testing program. Village staff will assist with the program and community/public notification of the program. Two (2) days of this field work is proposed.

4. Sewer Mainline Cleaning and Televising Program

The sewer mainline cleaning and televising program would be used to investigate the condition of sewer main and lateral connections. Based upon input with JCO a detailed plan of CCTV investigation will be developed.

B&L will obtain bid prices for CCTV on a per foot basis and will solicit M/WBE contractors to perform this work. It is proposed that cleaning and televising would be subcontracted by B&L to a qualified subcontractor. This would provide an opportunity to fulfill the M/WBE requirements of the Engineering Planning Grant, described further below. Additional cleaning and televising beyond the amount that is allowed for under this agreement would be completed or paid for as an additional service by the Village, if requested.

Once televising is completed, B&L will review written logs and videos and prepare a summary map and table of defects that will generally include manhole-to-manhole section number, pipe size and material, description of defect type (i.e., cracked pipe, shear break, cracked joint, leaking service tap, running lateral, etc.), location of each defect (linear feet from manhole), and estimate of infiltration rate at the time of televising, if estimated. Where pipe dips occur due to settlement (camera goes underwater), the location of the start and end points for the dip will be recorded. Defects recorded during the sewer televising program will be shown on the Sewer System General Plan. The Village may provide the personnel and traffic control equipment for assisting our subcontractor with sewer main cleaning and televising, as necessary.



5. Preliminary Engineering Report (PER)

B&L will review, interpret, and summarize the data collected under each of the sewer investigative programs and prepare a PER for Village review. The document will summarize the results of each program, identify sources of I&I and estimated extraneous flow contributions, and recommend steps toward a Corrective Action Plan for removing the identified sources of I&I. Tables and corresponding maps summarizing manhole inspection and CCTV inspection results will be developed as attachments for the PER. Preliminary cost estimates will be prepared for the recommended rehabilitation program. The program will prioritize I&I source removal based on level of extraneous flow contributed by each source identified. A schedule for program implementation will also be included. The final PER will be submitted to EFC for review/comment. B&L will address any EFC comments in a final report, and submit same to EFC along with the PLUS application for listing the recommended Sewer System Improvement Project in the 2021-2022 CWSRF Intended Use Plan (IUP).

Schedule

It is anticipated that Inflow and Infiltration Study preliminary field work and flow metering analysis would commence in November 2021 with CCTV inspections in March 2022; the report would be completed by June 2022.

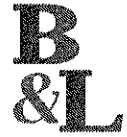
CWSRF Planning Grant Compliance

B&L will comply with provisions of the NYS Environmental Facilities Corporation (EFC) "Required Terms for Contracts and Subcontracts Receiving SRF Financial Assistance", included in the attached "NYSEFC Required Terms" and incorporated into and made a part of this Agreement and all other terms and conditions reasonably required by EFC, as of the date of this Agreement.

The CWSRF Planning Grant requires a 20-percent local match by the municipality (equal to \$6,000 for the \$30,000 grant). Therefore, in order to fully utilize the awarded grant amount, the total project cost can be no less than \$36,000. Further, EFC requires a minimum M/WBE utilization of 30-percent of the total fee for contracts in excess of \$25,000, which will be equivalent to \$9,000. In addition, the grant requires an additional 6-percent Service-Disabled Veteran-Owned Business (SDVOB) requirement, which is equivalent to \$1,800.

B&L has conducted an unsuccessful preliminary search for regional, applicable SDVOBs, but will continue the search once under contract. It is anticipated that a waiver request will be submitted to EFC for this requirement if we cannot identify an effective and affordable SDVOB to assist with the study proposed herein.

Hon. Michael Newhard, Mayor
Village of Warwick
October 13, 2021
Page 4



Fee Proposal Summary

For the Scope of Service presented above, B&L proposes to be compensated on a Lump Sum basis in the total amount not-to-exceed \$36,000. As noted above, we will either meet the M/WBE and/or SDVOB requirements or will receive a waiver.

We will not exceed this amount unless the Village first authorizes a modification of the scope and fee.

If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the company name.

Donald H. Fletcher
Senior Vice President

KWC/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the terms proposed herein and our Master Services Agreement.

Authorized Name and Title

Signature

Date

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



(845) 986-2031
FAX (845) 986-8884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Budget Modification Request

For Board of Trustees Approval - Meeting on 10/18/21

For approval to transfer available appropriations for the following Fiscal Year 2021-2022 budget account lines:

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A5110.1000	Streets - Personal Service	436,902.11	11,492.00	Variance for Actual Payroll Distribution DPW	A7140.1000	Parks - Personal Service	(2,650.42)	10,000.00
					A5010.1200	DPW - WORKERS COMP SALARY	(1,492.00)	1,492.00
TOTAL			11,492.00		TOTAL			11,492.00

Respectfully submitted,

Sadie Becker
Village Treasurer

Backup Documentation: Negative Balance Listing Report

Report Date: 10/12/21

October 12, 2021
12:14 PM

VILLAGE OF WARWICK
2022 Expenditure Accounts with a Negative Balance Listing

Page No: 1

Range of Accounts: First to Last
Report Type: Sub Account Include Non-Budget Accounts: N

Account No	Description							
	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-5010-1200	DPW - WORKERS COMP SALARY							
	0.00	0.00	2,101.80	609.80	0.00	0.00	1,492.00-	344.67
A-7140-1000	Parks - Personal Service							
	31,614.00	0.00	37,293.83	0.00	0.00	0.00	5,679.83-	117.97
Fund Total	31,614.00	0.00	39,395.63	609.80	0.00	0.00	7,171.83-	122.26
Year Total	31,614.00	0.00	39,395.63	609.80	0.00	0.00	7,171.83-	122.26

2021-22 Special Event Staff
(Halloween, Christmas Eve Sing-Along, Easter Egg Hunt)

TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	FY 2021-22 HOURLY RATE OF PAY
1	Blanton	Mandy	\$15.00
2	Blanton	Sklyar	\$15.00
3	Brady	Kim	\$15.00
4	Conklin	Mike	\$15.00
5	Daly	Matt	\$15.00
6	DeLucia	Tyler	\$15.00
7	Desrats	Lauren	\$15.00
8	DiGuilio	Ciarra	\$15.00
9	Introini	Amy	\$15.00
10	Kemp	Patrick	\$15.00
11	Luciano	Doug	\$15.00
12	Vreeland	Richard	\$15.00

Raina Abramson

From: Jane Newman <janenewm@gmail.com>
Sent: Wednesday, October 13, 2021 3:23 PM
To: Raina Abramson

Pioneer Farm, Warwick, New York 10990

Wednesday October 13th 2021

janenewm@gmail.com

To Michael Newhard, the Mayor of the Village of Warwick and the Members of the Board of of the Village of Warwick.

Background to the request by Pioneer Farm for a connection to Village water and sewage for a subdivision in the Town of Warwick at the end of Carroll Drive.

1. Background on Pioneer Farm

I bought Pioneer Farm in 1981 with 3 partners at the end of the milk crisis when most farms in Warwick were going out of business. It had been farmed by 5 generations of Thomas Wellings since 1747. Pioneer Farm is at the southern gateway to the Village. It borders on Route 94 at the gateway to the village. It also borders 1 mile of village property behind the homes on Oakland Avenue, Galloway Road, South Street Extension, Carroll Drive and Southern Lane right up to the reservoir plant. We pride ourselves on being good neighbors.

2. We are respectfully requesting that the Village of Warwick to allow us to connect two homes on land in the Town of Warwick with Village of Warwick water and sewage. These homes will be on a three acre subdivision lot that is in the Town of Warwick but which abuts the perimeter of the Village of Warwick

First and foremost I want to say that there will be no costs to the Village of Warwick associated with these two homes. The 3 acre plot the two homes will be on will always be in the Town. Their shared driveway starts at the end of Carroll Drive which dead ends at the village boundary line. This shared driveway will be the responsibility of the new owners to repair and snow plough. The Town Police will be in charge of the policing. The owners will pay for their own garbage collection just as everyone in the town does. They will not benefit from any of the extra services from the village such as fall leaf collection. We understand that the two home owners will pay more for these services than the village tax payers do.

3. Background on our need for subdivision

In 2016 we completed the process of PDR which ensured complete preservation forever to this Village Gateway with 45 acres of pristine wetlands and 80 acres of historic open space farmland. I knew my remaining partners would request their share of the full value of the farm at some point. So, with the full support of the Town of Warwick and the Federal government that put forward the money for PDR we held back some land of very low agricultural value for when we might need more capital. In 2017 my partners decided they wanted to sell out. They took all the PDR money and they hold a \$600,000 mortgage on the farm that I have been paying out of my IRA and which will be empty by the end of this year. A successful subdivision is crucial to our survival.

7. Background on our need for a Village of Warwick sewage connection

I started the process of subdivision in 2018. The town permitted two homes on a 3 acre parcel of Town land situated at the end of Carroll Drive that had not been put into PDR. The 3 acre plot is right next to wetlands. From the beginning we knew that putting in a sewage system for 2 homes would be environmentally problematic.

Before we did anything else we applied to the village for permission for a connection to the village sewage and water. The village discussed this at the Village Board Meeting of May 21 2018 with a conclusion of general approval and I sent in a check for \$5,000 for escrow

4 Concern for our neighbors

We could have requested that these 3 acres be put into the Village of Warwick and then ask for a subdivision of 9 plots but we never wanted to do that kind of high density development. We are not developers, we are neighbors, and we wanted the owners of houses on Southern Lane to be comfortable with any changes to their environment.

To this end we decided not to simply do the subdivision and let the developer do what he wanted with the land. Instead we took the subdivision plans through to the Town Planning Board Approval stage working with our neighbors to locate the houses as far away from them as possible with a driveway that runs through the middle of the plot rather than up against the edges of our neighbors gardens. It includes trees for screening the houses and bushes for blocking the new house owners car lights at night.

With great respect I request that the members of the Village Board grant us this connection to Village of Warwick sewage and water which is crucial for us to continue our stewardship of Pioneer Farm.

Yours sincerely

Jane Newman

OUTSIDE USER WATER AGREEMENT

AGREEMENT made as of the _____ day of September, 2021, between the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices at Village Hall, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE") and WARWICK PIONEER FARM, LLC, residing at 65 Route 94 South, Warwick, New York 10990, by JANE D. NEWMAN, Member (hereinafter "PIONEER"),

W I T N E S S E T H

WHEREAS, the VILLAGE has established and presently operates and maintains the Village Municipal Central Water System for the purpose of providing municipal central water service; and

WHEREAS, PIONEER is the owner of a one hundred and forty-four point three (144.3) acres, of which point nine (0.9) acres is in the Village (SBL 215-1-12), and one hundred and forty-three point four (143.4) acres is SBL 52-1-26.2 in the TOWN OF WARWICK located at Carroll Drive, Warwick, New York 10990, and designated on the tax maps as SBL 52-1-26.2¹ (hereinafter the "PROPERTY") PIONEER received Conditional Final Site Plan Approval from the Town of Warwick Planning Board on June 5, 2019 to create a four (4) lot subdivision on said Section 52, Block 1, Lot 26.2 in the Town of Warwick as set forth in a subdivision map entitled "Pioneer Farm Subdivision", Village and Town of Warwick, Orange County, New York, prepared by Engineering and Surveying Properties, dated February 28, 2018 as revised, to be filed in the Orange County Clerk's Office a portion of which is located outside of the boundaries of the VILLAGE; and

¹ It is understood by all parties that these parcels will have new SBL assigned when subdivision is approved and filed.

WHEREAS, PIONEER has requested that the VILLAGE provide municipal central water service to the PROPERTY under an outside user agreement; and

WHEREAS, the VILLAGE, by duly adopted resolution of the VILLAGE BOARD has consented to enter into such an outside user agreement upon the terms and conditions set forth herein;

WHEREAS, the subject parcel is part of the subdivision map entitled "Subdivision Plan for the Pioneer Farm" as prepared by Lehman & Getz, P.C., Consulting Engineers, dated February 28, 2018 as revised, which said subdivision has been duly approved by the Town of Warwick Planning Board on June 5, 2019 and thereupon to be duly filed in the Orange County Clerk's Office as a Filed Map.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the VILLAGE and PIONEER agree as follows:

1. The VILLAGE shall permit PIONEER to connect the PROPERTY to the Village's Municipal Central Water System so as to provide municipal central water service to the PROPERTY. Provided, however, that PIONEER must submit all plans for lines and connections to the VILLAGE for review and approval by the VILLAGE and the VILLAGE's engineer prior to undertaking any work on the said connection.

2. The connections to the VILLAGE's existing municipal central water system shall be made at such a location as the engineer for the VILLAGE shall direct. PIONEER will install a one inch (1") diameter type K copper water service line, for each of the two parcels, from the point of connection to the PROPERTY. All construction of lines and connections shall be subject to review and approval by the engineer for the VILLAGE.

3. PIONEER agrees to pay all applicable fees for the proposed connection to the VILLAGE in accordance with provisions of the Village Code and Schedule of Fees. Further, PIONEER shall be responsible for all costs, including engineering and attorneys' fees, incurred by the VILLAGE in the approval of this agreement and in making the connection of the said property to the VILLAGE's Municipal Central Water System.

4. PIONEER agrees to pay escrow in the amount of \$5,000 to cover the costs of cover the costs of engineering review and inspection fees and preparation of the outside user agreement.

5. PIONEER agrees to pay annually the same charges which would be imposed upon the PIONEER property if it were receiving municipal central water service within the Village, which said charges shall include the cost of operation and maintenance as well as payment for the cost of capital improvements including repayment of bonded indebtedness. These annual charges will be sent to PIONEER, or the successor owner of the PROPERTY, at the address for the PROPERTY and shall be due and payable thirty (30) days after mailing.

6. In the event that PIONEER or the successor owner fails to make timely payment, the VILLAGE may commence litigation to recover any delinquent amounts plus interest at the legal rate in the State of New York. If the VILLAGE recovers a judgment in litigation for collection of payment on delinquent bills, PIONEER or her successor owners shall be responsible for payment of the VILLAGE's legal fees in such litigation. Any such litigation shall be venued in Orange County, New York.

7. This agreement shall inure to the benefit of PIONEER, their successors, heirs and assigns and shall run with the land. Provided, however, that the VILLAGE reserves the right to terminate this agreement on thirty (30) day's written notice service via first class mail to the

mailing address for the PROPERTY in the event of failure to timely pay amounts due and owning hereunder and, further, the VILLAGE reserves the right to terminate or suspend this Outside User Agreement in the event that the VILLAGE's water facilities lack sufficient capacity to serve the needs of users within the VILLAGE.

8. Except as may be provided otherwise herein, the provisions of Village Code Chapter 141 shall be applicable to this Agreement and binding upon PIONEER, her successors, heirs and assigns in regard to provision of sewer service to the PROPERTY

9. The VILLAGE and PIONEER agree that following execution of this agreement by all parties, a fully executed original shall be recorded in the Orange County Clerk's Office and the terms and conditions, obligations and benefits shall bind the parties to this agreement, their successors and assigns. All costs and expenses of such recording shall be borne by PIONEER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF WARWICK

By: _____
Michael J. Newhard, Mayor

WARWICK PIONEER FARM, LLC
By Member: Jane Newman

STATE OF NEW YORK :
: ss.
COUNTY OF ORANGE :

On the _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared MICHAEL J. NEWHARD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that

he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK :
: ss.
COUNTY OF ORANGE :

On the _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared JANE NEWMAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

OUTSIDE SEWER USER AGREEMENT

AGREEMENT made as of the _____ day of September, 2021, between the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices at Village Hall, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE") and WARWICK PIONEER FARM, LLC, residing at 65 Route 94 South, Warwick, New York 10990, by JANE D. NEWMAN, Member (hereinafter "PIONEER"),

W I T N E S S E T H

WHEREAS, the VILLAGE has established and presently operates and maintains the Village Sanitary Sewer System for the purpose of providing municipal sewer service; and

WHEREAS, PIONEER is the owner of a one hundred and forty-four point three (144.3) acres, of which point nine (0.9) acres is in the Village (SBL 215-1-12), and one hundred and forty-three point four (143.4) acres is SBL 52-1-26.2 in the TOWN OF WARWICK located at Carroll Drive, Warwick, New York 10990, which is about to be subdivided into two (2) 1.5 acre parcels, and designated on the tax maps as SBL 52-1-26.2¹ (hereinafter the "PROPERTY") PIONEER received Conditional Final Site Plan Approval from the Town of Warwick Planning Board on June 5, 2019 to create a four (4) lot subdivision on said Section 52, Block 1, Lot 26.2 in the Town of Warwick as set forth in a subdivision map entitled "Pioneer Farm Subdivision", Village and Town of Warwick, Orange County, New York, prepared by Engineering and Surveying Properties, dated February 28, 2018 as revised, to be filed in the Orange County Clerk's Office a portion of which is located outside of the boundaries of the VILLAGE; and

WHEREAS, PIONEER has requested that the VILLAGE provide municipal sewer service to the PROPERTY under an outside user agreement; and

¹ It is understood by all parties that these parcels will have new SBL assigned when subdivision is approved and filed.

WHEREAS, the VILLAGE, by duly adopted resolution of the VILLAGE BOARD has consented to enter into such an outside user agreement upon the terms and conditions set forth herein;

WHEREAS, the subject parcel is part of the subdivision map entitled “Subdivision Plan for the Pioneer Farm” as prepared by Lehman & Getz, P.C., Consulting Engineers, dated February 28, 2018 as revised, which said subdivision has been duly approved by the Town of Warwick Planning Board on June 5, 2019 and thereupon to be duly filed in the Orange County Clerk’s Office as a Filed Map

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the VILLAGE and PIONEER agree as follows:

1. The VILLAGE shall permit PIONEER to connect the PROPERTY to the Village Sanitary Sewer System so as to provide municipal sewer service to the PROPERTY. Provided, however, that PIONEER must submit all plans for lines and connections to the VILLAGE for review and approval by the VILLAGE and the VILLAGE's engineer prior to undertaking any work on the said connection.

2. The connections to the VILLAGE's existing sewer system shall be made at such a location as the engineer for the VILLAGE shall direct. PIONEER will install a one and a half inch (1.5”) sewer force main, for each of the two parcels, from the point of connection to the PROPERTY. All construction of lines and connections shall be subject to review and approval by the engineer for the VILLAGE.

3. PIONEER agrees to pay all applicable fees for the proposed connection to the VILLAGE in accordance with provisions of the Village Code and Schedule of Fees. Further, PIONEER shall be responsible for all costs, including engineering and attorneys' fees, incurred

by the VILLAGE in the approval of this agreement and in making the connection of the said property to the VILLAGE's Sanitary Sewer System.

4. PIONEER agrees to pay escrow in the amount of \$5,000 to cover the costs of engineering review and inspection fees and preparation of the outside user agreement.

5. PIONEER agrees to pay annually the same charges which would be imposed upon the PIONEER property if it were receiving municipal sewer service within the Village, which said charges shall include the cost of operation and maintenance as well as payment for the cost of capital improvements including repayment of bonded indebtedness. These annual charges will be sent to PIONEER, or the successor owner of the PROPERTY, at the address for the PROPERTY and shall be due and payable thirty (30) days after mailing.

6. In the event that PIONEER or the successor owner fails to make timely payment, the VILLAGE may commence litigation to recover any delinquent amounts plus interest at the legal rate in the State of New York. If the VILLAGE recovers a judgment in litigation for collection of payment on delinquent bills, PIONEER or the successor owners shall be responsible for payment of the VILLAGE's legal fees in such litigation. Any such litigation shall be venued in Orange County, New York.

7. This agreement shall inure to the benefit of PIONEER, their successors, heirs and assigns and shall run with the land. Provided, however, that the VILLAGE reserves the right to terminate this agreement on thirty (30) day's written notice service via first class mail to the mailing address for the PROPERTY in the event of failure to timely pay amounts due and owing hereunder and, further, the VILLAGE reserves the right to terminate or suspend this Outside User Agreement in the event that the VILLAGE's wastewater treatment facilities lack sufficient capacity to serve the needs of users within the VILLAGE.

8. Except as may be provided otherwise herein, the provisions of Village Code Chapter 109 shall be applicable to this Agreement and binding upon PIONEER, her successors, heirs and assigns in regard to provision of sewer service to the PROPERTY

9. The VILLAGE and PIONEER agree that following execution of this agreement by all parties, a fully executed original shall be recorded in the Orange County Clerk's Office and the terms and conditions, obligations and benefits shall bind the parties to this agreement, their successors and assigns. All costs and expenses of such recording shall be borne by PIONEER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF WARWICK

By: _____
Michael J. Newhard, Mayor

WARWICK PIONEER FARM, LLC
By Member: Jane Newman

STATE OF NEW YORK :
: ss.
COUNTY OF ORANGE :

On the _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared MICHAEL J. NEWHARD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK :
: ss.
COUNTY OF ORANGE :

On the _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared JANE NEWMAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MICHAEL VERNIERI
Certified Public Accountant
9 Oakland Avenue
P.O. Box 630 Warwick, NY 10990
(845) 986 - 7636 • (845) 651 - 7636

Michael Vernieri, CPA
Diane Scocozza

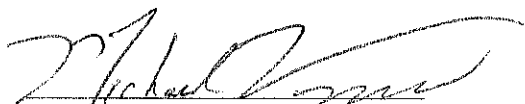
255 Greenwich Avenue
Goshen, NY 10924
(845) 294 - 6922

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

I have examined the books and records of the Village of Warwick – Justice Court as of May 31, 2020 in order to provide an internal audit to comply with section 2019-a of the Uniform Justice Court Act.

The annual audit checklist is enclosed with this report.

I have found that all reporting and record keeping is being completed in a timely manner and the reports are in compliance with New York State requirements. There were no major record keeping deficiencies discovered in this fiscal year.



September 21, 2021

RECEIVED

OCT 13 2021

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**

Record of Activities

Name: Ron Introini

Title: Village of Warwick Recreation Director

Employer: Village of Warwick

Time Frame: 10/1/2020 – 10/1/2021

Total Hours: 271.0

RECEIVED

OCT 08 2021

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**

[Translate](#)

Office of the NEW YORK

STATE COMPTROLLER

NYS Comptroller Thomas P. DiNapoli

New York State & Local Retirement System

Reporting Elected and Appointed Officials

Days Worked Calculator

Officials Paid Per Payroll Period

Use this calculator to convert the ROA result (average number of days worked per month) into a number of days worked to report your employees' service credit to NYSLRS.

Calculate the days worked to put on your monthly report:

ROA Result:

3.48

Pay Period Frequency:

Monthly



Calculate

Days Worked to Report: per month

3.48 for months with 30 days or less

3.48 for months with 31 days



Office of the NEW YORK

STATE COMPTROLLER

NYS Comptroller Thomas P. DiNapoli

New York State & Local Retirement System

Reporting Elected and Appointed Officials

ROA Result Calculator

Use this calculator to determine the ROA result (average number of days worked per month) for an elected or appointed official.

Calculate the ROA result:

Total Hours Recorded on the ROA:

271

Number of Months used to Calculate the ROA:

12

*Note: must be a minimum of three months.*

Hours in Standard Work Day:

6.5



Calculate

ROA Result — Average Days Worked per Month:

3.48

You must list the ROA result on a Standard Work Day and Reporting Resolution for Elected and Appointed Officials form (RS2417-A). If the member is not an elected or appointed official, the RS2417-A form does not need to be completed.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
OCTOBER 18, 2021
ADDENDUM**

17. **MOTION** to close Park Avenue between Galloway Road and Burt Street on Thursday, October 21, 2021, and Friday, October 22, 2021, from 4:00 p.m. to 7:00 p.m. and Saturday, October 23, 2021, from 11:30 a.m. to 5:00 p.m. for the benefit of the Park Avenue Elementary School Drama Club Performance.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

18. **MOTION** to extend the appointment approved on July 6, 2021, of James Quackenbush to the position of Seasonal Department of Public Works Laborer for an additional 8 weeks at a salary of \$15.00 per hour at for up to 20 hours per week, per the recommendation of DPW Supervisor, Michael Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Raina Abramson

From: Amy Buliung <abuliung1@wvcsd.org>
Sent: Monday, October 18, 2021 9:28 AM
To: Raina Abramson
Subject: Re: Park Avenue

Follow Up Flag: Follow up
Flag Status: Flagged

I forgot to include the dates: I apologize

We are requesting that the street in front of Park Avenue Elementary school be shut down on the following dates:

Thursday, October 21st 4pm-7pm
Friday, October 22nd 4pm-7pm
Saturday, October 23rd 11:30am -5:00pm

We will be having our Drama Club performance outside on the front field of the school this year. In order to protect our 67 students performing in this year's show and adhere to COVID guidelines a decision was made to have the show outdoors. We ask for the street to be closed during these times for the safety of our audience and performers. The school will be open for bathrooms and for cast members for backstage purposes so we need to make sure we don't have any traffic on that part of the road.

If you have any questions or concerns please feel free to contact me at [REDACTED]

Thank You,
Amy Buliung
Park Ave Drama Club

MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER, DPW SUPERVISOR

SUBJECT: SEASONAL LABORER, JIM QUACKENBUSH

DATE: OCTOBER 18, 2021

Request a Motion to extend the appointment approved on July 6, 2021 of James Quackenbush to the position of Seasonal Department of Public Works Laborer for an additional 8 weeks at a salary of \$15.00 per hour at for up to 20 hours per week, per the recommendation of DPW Supervisor, Michael Moser.