

AGENDA – TOWN BOARD MEETING
July 14, 2022
7:15pm

PRESENTATION: LYNNE ARNOLD CROWNED MS. NEW YORK SENIOR AMERICA

PUBLIC HEARING: INTRODUCTORY LOCAL LAW NO. 4 OF 2022 - TO AMEND CHAPTER 164 “ZONING” TO CLARIFY SEVERAL

REGULAR MEETING:

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ACCEPTANCE OF MINUTES

1. Regular Meeting- June 23, 2022

REGULAR MEETING:

CORRESPONDENCE:

REUBEN KLINE – Gran Fondo National Series. Letter received June 21, 2022 by the Clerk thanking the thanking the Town of Warwick for its contribution to making the 10th annual Highlands Gran Fondo a success again.

REPAIR CAFÉ – Saturday July 16, 2022 10am – 2:00pm Senior Center, Town Hall Complex, 132 Kings Highway Warwick. Bring Your BELOVED BUT BROKEN Items *FIX Them for FREE with Our Repair Coaches *Lamp & Bike Part Available at our cost Mechanical & Electrical Quick Repairs & Consultations Laptops, Tablets, Cell Phones Bikes, Jewelry, Wooden Things Clothing, Home Textiles, Soft Toys Knife & Tool Sharpening Limit TWO Items Per Person! Adult-Supervised Kids-Take-Apart-Table Pls. Bring a Food Pantry Donation - Box or Can Only Tel. 845-741-3646 RepairCafeHV.org

JOHN KELLY & JOSEPH GRIECO – Notice of Hearing set for July 13, 2022 at 7PM at the Vernon Municipal Building located at 21 Church Street, Vernon , New Jersey regarding property at 24 Pochuck Mountain Drive front yard setback variance for a single family home where 75 feet is required, but 25.9 feet is proposed and any other variances that the land use board deems necessary.

MARCY GIANATTASIO, RMC CMR - Vernon Township Municipal Clerk. Amendment to an ordinance was adopted at the June 27, 2022 Township Council meeting regarding Ordinance #22-11 Amending Section 330-160 Entitled” Schedule of Permitted, Conditional and Accessory Uses and Structures” to Prohibit Farmland Assessments on Properties where Legal Cannabis is Cultivated.

LINDA ZAPPALA – Town Clerk, Town of Chester. Letter dated June 14, 2022 to the Town of Warwick regarding the Town of Chester Town Code Chapter 77A Introductory Local Law.

DAVID SHERMAN – Environmental Program Specialist NYSDEC Region 4, Division of Water. Email to the Supervisor regarding the National Flood Insurance Program Visit.

JOHN D. RADER – Chief of Police, Town of Warwick. Memo dated July 11, 2022 to the Comptroller requesting a budget transfer.

BOARD’S DISCUSSION ON CORRESPONDENCE

VISITING ELECTED OFFICIALS

REPORTS OF BOARDS AND COMMISSIONS

COMMITTEE REPORTS

DEPARTMENT OF PUBLIC WORKS REPORT

<u>WORK BEING DONE</u>	<u>LOCATION</u>	<u>REASON FOR WORK</u>
CULVERT PIPES	Black Rock Rd.	Replace 12" x 40' pipe
DITCH WORK	Bowen Rd.	Clean ditches
	Conklin Rd.	Clean ditches
	Black Rock Rd.	Clean ditches
MOWING	Town wide	Mow roadsides
POT HOLES	Town wide	Fill with hot mix
ROAD REPAIR	Bowen Rd.	Repair road edges
VEHICLE MAINT.	As needed	
EMERG. REPAIRS	As needed	
ROAD SIGNS	Town wide	Replace as needed
HAUL MATERIAL	Stockpile	Haul 1/4" stone to stockpile
TOWN PARK	Town wide	Mow & maintain

PARKS DEPARTMENT

Union Corners Park	Open (Bathrooms open April 15th)	Town
Kutz Camp	Opening July	Town
Town of Warwick Dog Park	Open	Town
Airport Road Park	Open (Bathrooms open April 15th)	Town
Wickham Woodland Park	Open	Town
Wickham Passive Boat Launch	Open April 1st (Keys on sale in Clerk's office RESIDENTS ONLY)	Town
Pine Island Park	Open (Bathrooms open April 15th)	Town
Thomas P. Morahan Waterfront Park	Beach opens for swimming on May 28, 2022	Village of GWL
Ben Winstanley Park	Open	Village of GWL
Village of GWL Dog Park	Open	Village of GWL

ENVIRONMENTAL CONSULTANTS REPORT JUNE 2022

Wickham Water District

Wells #11	2,170,000 gal
Average daily use	72,300 gal
Sodium Hypochlorite used	140 qt
Orthophosphate used	29 qt
Caustic Soda	60 gal

Bellvale Park Water District

Total monthly production	123,300 gal
Average daily use	4,000 gal
Sodium Hypochlorite used	8 qt

Eurich Heights Water District

Total monthly production	286,500 gal
Average daily use	9,600 gal
Sodium Hypochlorite used	6 qt
Orthophosphate used	12 qt

Pine Island Water District

Total monthly production	253,900 gal
Average daily use	8,500 gal
Sodium Hypochlorite used	20 qt

Westside #1 Water District

Total monthly production	3,932,600 gal
Average daily use	131,100 gal
Sodium Hypochlorite used	310 qt
Orthophosphate used	72 qt
Caustic Soda	70 gal

The Fairgrounds

Total monthly production	124,300 gal
Average daily use	4,100 gal
Sodium Hypochlorite used	18 qt

The Warwick Tech Park

Total monthly production	384,300 gal
Average daily use	64,100 gal
Sodium Hypochlorite used	60 qt

Sewer District #1 Wastewater Treatment Facility

Warwick Tech Park	115,050 gal	3%
Wickham Village District	2,027,160 gal	55%
Kings Estates District	1,516,250 gal	42%
<u>Total District Flow</u>	3,658,460 gal	100%
<u>Average Daily Flow</u>	121,949 gal	

All facility maintenance has been done for the month. (Oil grease, filters)
The belt press ran for 35 hrs. and 2 gal of polymer was used.

Sewer District #2 Wastewater Treatment Facility – The Fairgrounds

<u>Total District Flow</u>	95,604 gal
<u>Average Daily Flow</u>	3,187 gal

COUNCILMAN KOWAL REPORT

COUNCILMAN GERSTNER REPORT

COUNCILMAN SHUBACK REPORT

ATTORNEY'S REPORT

TOWN CLERK'S REPORT

1. FEES COLLECTED – JUNE 2022

Interest in Town Clerk's Checking Account	\$0.06
Wickham Woodland Manor Fee	\$900.00
GWL Permit Residents	\$30.00
Wickham Lake Permit Fee Res	\$120.00
Wickham Lake Permit Additional Stickers	\$2.00
Wickham Lake Permit Res Renewal	\$90.00
Wickham Woodland Res access	\$4.00
Film Permit	\$250.00
Marriage Certified	\$120.00
Carters Permit	\$100.00
Junk License	\$75.00
Peddler	\$100.00
Postage	\$1.06
Photocopies	\$14.25
Special Event Permit	\$50.00
Use of Rm Fee Sr. Center	\$50.00
Dog Impoundments	\$100.00
Town Park Pavilion	\$75.00
Marriage License Fee	\$385.00
Conservation	\$44.22
Dog Licenses	\$1,262.00
Registrar Town of Warwick	\$1,130.00
Police Agreement 3rd Party	\$2,240.00
Passive Boat Launch Res	\$10.00
Wickham Woodland Manor Deposit	\$2,100.00
Town Park Deposits	\$150.00
Total Local Shares Remitted	\$9,402.59

2. FEES PAID – JUNE 2022

NYS Dept. of Health	\$495.00
NYS Ag & Markets for Spay/neuter program	\$164.00

NYS Environmental Conservation	\$1,060.78
Village of Greenwood Lake for Registrar	\$60.00
Village of Warwick for Registrar	\$1,640.00
Total Non-Local Revenues	\$3,419.78

3. ELECTION RESULTS – JUNE 28, 2022 PRIMARY

*The following are the unofficial results from Orange County Board of Elections for Orange County NY Presidential Primary and State and Local Primary Elections held on June 28, 2022.

Governor (DEM) (Vote for 1)

Thomas R. Suozzi (DEM)	1,338	13.23%
Kathy C. Hochul (DEM)	7,605	75.17%
Jumaane D. Williams (DEM)	1,133	11.20%
Write -in	41	0.41%
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Total	10,117	100.00%

Governor (REP) (Vote for 1)

Rob Astorino (REP)	3,729	29.49%
Andrew Giuliani (REP)	3,524	27.87%
Harry Wilson (REP)	1,344	10.63%
Lee Zeldin (REP)	4,021	31.80%
Write-in	28	0.22%
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Total	12,646	100.00%

Lieutenant Governor (DEM) (Vote for 1)

Ana Maria Archila (DEM)	1,437	14.96%
Diana Reyna (DEM)	882	9.18%
Antoni0 Delgado (DEM)	7,256	75.54%
Write-in	31	0.32%
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Total	9,606	100.00%

Sheriff (REP)(Vote for 1)

Paul Arteta (REP)	7,794	65.67%
Kenneth T. Jones (REP)	4,053	34.15%
Write-in	22	0.19%
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Total	11,869	100.00%

4. *Re-Bid Proposal for Installation and Replacement Filters for the Sand Filtration System for the Warwick Sanitary Sewer Plant No. 1.

1. TAM Enterprises, Inc.

**114 Hartley Road
Goshen, NY 10924
(845) 294-8882**

Bid Proposal: \$182,000.00

2. Environmental Consultants

**P.O. Box 3148
Poughkeepsie, NY 12603
845-486-1030**

Bid Proposal: \$251,205.00

5.*Re-Bid Proposal for Replacement of the Ultra Violet Disinfection System to Warwick Sanitary Sewer Plant No. 1

1. TAM Enterprises, Inc.

**114 Hartley Road
Goshen, NY 10924
(845) 294-8882**

Bid Proposal: \$290,980.00

2. Glasco UV LLC

**126 Christie Ave.
Mahwah, NJ 07430
201-934-3348**

Bid Proposal: \$260,000.00

6.*Re-Bid Proposal for Replacement of roof shingles on the Town Hall Building at 132 Kings Highway

1. Armor-Tite Construction Corp.

**114 Pearl St.
Port Chester, NY 10573
914-937-7134**

Bid Proposal: \$211,000.00

2. Precision Roofing Inc.

**22 Kerr Ln.
Southfields, NY 10975
845-307-6810**

Bid Proposal: \$218,000.00

7. *Bid Proposal for kitchen equipment at the former Kutz Camp

1. NJ Restaurant Equipment Corp

**970 Route 17M
Middletown, NY 10940
845-342-4497**

Bid Proposal: \$31,566.00

2. Wholesale Food Equipment Inc.

**4200 Westside Ave.
North Bergen, NJ 07047
201-863-6666**

Bid Proposal: \$35,513.86

8. *Bid Proposal for testing of kitchen fire suppression system at the former Kutz Camp

1. Oprandy's Fire & Safety Equipment Inc.
49 Brookline Ave.
Middletown, NY 10940
845-467-4626
Bid Proposal: \$852.05

2. Campbell Fire Protection
47 Chestnut Street
Suffern, NY 10901
845-357-1441
Bid Proposal: \$1,675.00

SUPERVISORS REPORT

PRIVILEGE OF THE FLOOR (AGENDA ITEMS)

NEW BUSINESS:

- 1. ACCEPT BID TO REPLACE ULTRA VIOLET DISINFECTION SYSTEM AT THE WARWICK SANITARY SEWER PLANT NO.1**
- 2. ACCEPT BID FOR INSTALLATION OF REPLACEMENT FILTERS FOR THE SAND FILTRATION SYSTEM AT THE WARWICK SANITARY SEWER PLANT NO.1**
- 3. SPECIAL EVENT- MOTORCYCLE FLEA MARKET**
- 4. REQUEST TO SERVE ALCOHOL – LISA RYAN**
- 5. REQUEST TO SERVE ALCOHOL – TORIN ONODY**
- 6. RECLASSIFY PART-TIME DIAL-A-BUS POSITION**
- 7. AMEND #R2022-209 APPOINT FULL-TIME DIAL-A-BUS DRIVER – SUSAN FIERRO**
- 8. PROMOTE LIFEGUARDS & APPOINT LIFEGUARD 2022 SEASON – KUTZ CAMP**
- 9. ACCEPT BID PROPOSAL FOR FLOOR CLEANING OF TOWN HALL & POLICE DEPARTMENT**
- 10. AUTHORIZE SUPERVISOR TO SIGN AN ADDENDUM – GREENWOOD LAKE SCHOOL DISTRICT**
- 11. BUDGET TRANSFER – RECORDS MANAGEMENT**
- 12. BUDGET TRANSFER – POLICE DEPARTMENT**
- 13. EXTEND APPOINTMENT OF PART-TIME CLERK – POLICE DEPARTMENT**
- 14. APPOINT PART-TIME FLOATING CLERICAL POSITION**
- 15. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT WITH VILLAGE OF FLORIDA- COURT CLERK**
- 16. AUTHORISE THE SUPERVISOR TO SIGN AN AGREEMENT WITH THE VILLAGE OF FLORIDA- ACQUISITION OF SBL#113-4-2.12,2.22 & 16**
- 17. ESTABLISH LEAD AGENCY- INTRODUCTORY LOCAL LAW NO.4 OF 2022**
- 18. AUTHORIZE FILING OF NEGATIVE DECLARATION (SEQR) - INTRODUCTORY LOCAL LAW NO.4 OF 2022**
- 19. APPROVE MEMORANDUM OF AGREEMENT – WARWICK PBA**
- 20. AUTHORIZE THE SUPERVISOR TO SIGN AN AGREEMENT- LAND STEWARDSHIP**
- 21. ACCEPT PROPOSAL FOR SAND FILTER REPLACEMENT - EVOQUA**

22. **ACCEPT BID PROPOSAL – KITCHEN EQUIPMENT AT THE FORMER KUTZ CAMP**
23. **ACCEPT BID PROPOSAL – TESTING OF KITCHEN FIRE SUPPRESSION SYSTEM AT THE FORMER KUTZ CAMP**
24. **ACCEPT BID PROPOSAL – DEEP CLEANING OF KITCHEN AT THE FORMER KUTZ CAMP**

BILLS:

PRIVILEGE OF THE FLOOR (GENERAL)

RECONVENE:

ADJOURN:



eVOQUA

WATER TECHNOLOGIES

Quote Number

Original Evoqua Contract No.: Job 863

*list of items
provided by
Evoqua \$
cost - not to be
provided to
contractors!*

Proposal For: TOWN OF WARWICK
Mike Sweeton – Town Manager
132 Kings Highway
PO Box 489
WARWICK, NY 10990
Phone: 845-986-1124
townhall@townofwarwick.org
Cc: Dennis Scannell / Laura Barca (HDR)

John Fuhrman
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 2
Waukesha, WI 53188
Phone: 262-521-8589
john.fuhrman@evoqua.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	W2T424409 HYDROSAND;0.45MM +/-0.05 MM, 50# BAG	430 BAG	\$19.43	\$8,354.90
2	W2T42527 GSKT,SEAL;STRIP;3 IN;0.1875 IN THK	6 ROL	\$178.87	\$1,073.22
3	W2T441323 GSKT,SEAL;STRIP;1 IN;0.1875 IN THK;NPRN	2 ROL	\$54.44	\$108.88
4	W3T16105 SCREEN-WIRE, 65" X 125",.010" WIRE,T316	3	\$933.46	\$2,800.38
5	W3T393492 SCREEN-WIRE, 35" X 125",.010" WIRE,T316 Reference #: N/A	3 EA	\$467.04	\$1,401.12
6	W2T34042 SCREW,SET;SQ;CUP PT;0.625 IN DIA;UNC	138 EA	\$6.12	\$844.56
7	W2T118929 WASHER,FLT 0.625"DIA 1.75" OD 316SS; Reference #: 841-21991	276 EA	\$0.00	\$0.00
8	W2T117616 NUT,HEX 0.625UNC SS F594 316SS Reference #: 841-20305	276 EA	\$0.00	\$0.00
9	W3T450834 VALVE-BUTTERFLY,8", BRAY, W/ACTUATOR	3 EA	\$932.77	\$2,798.31
10	W3T450835 VALVE-BUTTERFLY,10", BRAY, W/ACTUATOR Reference #: N/A	3 EA	\$974.40	\$2,923.20
11	W2T303222 VLV,BTRFLY WFR;BRAY PNEUMATIC ACTUATOR 12"	3 EA	\$1,694.98	\$5,084.94



12	W2T294246 CONNECTOR, .25MNPT X .375 TUBE PUSH IN	18	\$14.02	\$252.36
13	W3T16105 March Model DP-6T-MD Chemical Pump 1" inlet, 3/4" outlet, 1/2HP 115vTEMS	1	\$1,365.64	\$1,365.64
14	W3T16105 3/4 Chem Clean electric actuated ball valve 120V 60 Hz	3	\$1,195.10	\$3,585.30
15	W3T425101 SWITCH-LEVEL,MAC3,PVC,W/5 M CORD Reference #: N/A	1 EA	\$106.57	\$106.57
16	W3T16105 Chemical Tank - Chemtainer #TC2236A one -piece pty 55 gallon tank w/cover Tank to include: > 1/2" PVC bulkhead fitting w/ EPDM gaskets 4" down from top > 1" PVC bulkhead fitting w/ EPDM gaskets 4" up from the bottom located directly below the top fitting	1	\$644.72	\$644.72
17	W3T6313 3-Days on-site services	1 EA	\$5,988.00	\$5,988.00
18	W3T6313 2-Days on-site services	1 EA	\$4,390.00	\$4,390.00

Currency: USD

Item(s) Subtotal:	\$41,722.10
Shipping and Handling Charges:	\$2,280.00
Total Net Price:	\$44,002.10

Proposal Notes

Lead time 6-8 weeks ARO

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 334.957 for March 2022. If the MMPI exceeds 341.656 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 341.656.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Ralph Tingler



Company: Enviroolutions, LLC
List Address: 884 Dow Road
Bridgewater, NJ, 8807
Phone: (908) 296-3653
Email: rtingler@enviroolutions.com

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 06-11-2022
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

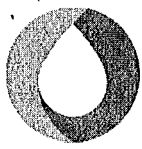
Sales Tax & GST:

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:
 - Fax to:
 - or Email to: john.fuhrman@evoqua.com
- You may also mail to:
 - Evoqua Water Technologies
 - N19W23993 Ridgeview Pkwy, Suite 200
 - Waukesha, WI 53188



Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days of invoice date. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. **THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

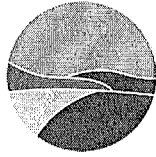


10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____



Orange County LAND TRUST

July 12, 2022

Mr. Michael Sweeton
Town of Warwick
132 King's Highway
Warwick, NY 10990

RE: Extension of Land Stewardship Agreement

Dear Mr. Sweeton,

The Orange County Land Trust completed and submitted to the Town of Warwick the last invoice for services in conjunction with the monitoring of thirty-seven (37) conservation easements held by the Town. We hope that you have been satisfied with our work, and would be interested in continuing the Land Stewardship Agreement between the Town of Warwick and Orange County Land Trust.

With this letter, the Orange County Land Trust acknowledges its willingness to continue to provide stewardship services under the same terms as outlined in the Agreement as well as an increase in the hourly rate from \$70.00 to \$75.00. By signing and returning a copy of this letter to us, we agree to a renewal of the Agreement for two years, which would include all work performed by the Orange County Land Trust in the calendar years of 2022 and 2023 and any work performed in 2024 needed to complete monitoring reports from field visits which took place in 2023.

If the Town of Warwick agrees to this extension of the Land Stewardship Agreement please sign below and return a copy of this letter and the signed Land Stewardship Agreement to the offices of the Orange County Land Trust. It has been a pleasure to work with you and we look forward to a continued relationship!

Sincerely,

Jim Dehner

Acknowledged By:

Michael Sweeton, Town Supervisor

Date:

Enc: Land Stewardship Agreement between the Town of Warwick and Orange County Land Trust



**Land Stewardship Agreement
between
the Town of Warwick
and Orange County Land Trust**

The Orange County Land Trust (OCLT) will, as an outside contractor, monitor the Town of Warwick's conservation easements for changes and violations, and also will, when requested, create baseline documentation for any new conservation easement properties acquired by the Town of Warwick or for existing conservation easements without baseline documentation.

The OCLT will perform annual monitoring on conservation easements held by the Town of Warwick, as requested, and will coordinate with partner organizations as necessary. OCLT will produce monitoring reports, and/or coordinate this work with partner organizations. Monitoring reports will include, if there is a suspected violation found against the easement, a written recommendation for effective action, including a plan for correction and initial draft letter and documentation necessary for the town to use to enforce the easement.

The OCLT will, when requested, create baseline documentation reports, current conditions reports for conservation easements, or condition reports and monitoring plans for fee properties for the Town of Warwick. The cost of materials needed to create the report(s) would be an additional charge.

The OCLT may provide, if called upon, witnesses in a court of law for the Town of Warwick's proceedings to enforce the terms of a conservation easement for violations detected during a monitoring visit conducted by OCLT.

The OCLT will report to and take instructions from whatever Commission or Town official is appointed to be in charge of the Town's stewardship matters.

The OCLT will charge \$75.00 per hour for the above services, including travel time and expenses, in 2022/2023. Invoices clearly itemizing actions and time spent will be submitted to the Town on a semi-annual basis, or as needed.

Michael Sweeton, Town of Warwick, Supervisor

Date

Jim Dehner, Executive Director, Orange County Land Trust

Date

Todd Easton, Preserves & Easements Manager, Orange County Land Trust

Date

From: kyle@oclt.org [<mailto:Kyle@oclt.org>]
Sent: Monday, June 27, 2022 12:33 PM
To: 'Michael Sweeton' <msweeton@townofwarwick.org>
Cc: Jim Dehner <jim.dehner@oclt.org>
Subject: RE: PDR Monitoring Agreement Renewal

Very glad to hear! I will draft the new agreement and have it reviewed internally before sending it to you well before your July 14th board meeting.

Thanks!

Kyle Sanduski

From: Michael Sweeton [<mailto:msweeton@townofwarwick.org>]
Sent: Monday, June 27, 2022 12:11 PM
To: kyle@oclt.org
Subject: RE: PDR Monitoring Agreement Renewal

We would be happy to continue our relationship. Please provide a new agreement prior to my July 14th board meeting for approval.
mike

From: kyle@oclt.org <Kyle@oclt.org>
Sent: Monday, June 27, 2022 10:51 AM
To: Michael Sweeton <msweeton@townofwarwick.org>
Cc: Town of Warwick Records Department <records@townofwarwick.org>; Jim Dehner <jim.dehner@oclt.org>
Subject: PDR Monitoring Agreement Renewal

Hi Supervisor Sweeton,

Great seeing you at the dinner earlier this month. As was announced, we have a new steward coming in and he will be starting later this week. I am reaching out to see if you would be interested in renewing our stewardship agreement for the annual monitoring of PDR properties in Warwick. I have attached our old stewardship agreement for reference.

I would be happy to set up a meeting to discuss and provide an updated stewardship agreement. Would you be interested in continuing this relationship?

Thank you for your patience!



Kyle Sanduski
Conservation Project Manager
845-534-3690 x15

AGREEMENT

AGREEMENT made as of the ___ day of July, 2022 by and between the Town of Warwick, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 132 Kings Highway, Warwick, NY 10990 (hereinafter the "Town"), and Village of Florida, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 33 South Main Street, Florida, NY 10921 (hereinafter the "Village").

WITNESSETH:

WHEREAS, the Village maintains a Justice Court located at 33 South Main Street, Florida, NY 10921; and

WHEREAS, there are times during which the Village's part time Court Clerk is unavailable; and

WHEREAS, both governmental entities, in order to provide the most efficient service to its constituents, have determined pursuant to Article 5-G of the General Municipal Law, that the best interests of the public would be served by the entry into an inter-governmental agreement for the provision of services with regard to Court Clerk job functions within the Village,

NOW THEREFORE, in consideration of the terms and conditions and covenants contained herein, TOWN and VILLAGE, DO HEREBY AGREE AS FOLLOWS:

1. That each municipality has agreed to and approved this agreement, a copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement being annexed hereto as Exhibits "A" and "B" and made a part hereof.

COURT CLERK SERVICES

2. The Town agrees that it will provide to Village the services of a Court Clerk on an as needed basis in the absence of the Village's Court Clerk for the period of June 10, 2022 through April 3, 2023, or until this Agreement is sooner terminated in the manner set forth herein.
3. The Town shall provide a Court Clerk to the Village of Florida on an as needed basis in the absence of the Village's Court Clerk under the direction of the Village of Florida Justice.
4. Village agrees to pay and the Town agrees to accept a sum equal to the total number of hours rendered by such Court Clerk at a rate of 63⁶⁶ per hour, plus benefit cost
5. Any failure or delay on the part of Town in exercising or enforcing any right under any provision of this Agreement will not constitute a waiver of such provisions or of the right of Town to exercise or enforce each and every other right.
6. The Village shall have the right to hire a Court Clerk to be paid directly by the Village.

Michael Sweeton

From: Elizabeth Cassidy <ecassidy@ekcassidylaw.com>
Sent: Thursday, July 7, 2022 11:47 AM
To: Michael Sweeton; Jay Myrow; Harter Jr., Daniel (mayor@villageoffloridany.org)
Subject: Village of Florida Court Clerk
Attachments: MOU with Town of Warwick.docx

Good Morning,

In follow up to our various discussions, I am attaching a draft intermunicipal services agreement for to "borrow" the Town's Court Clerk.

The Village has just hired a part time clerk. With that said, it is envisioned that this agreement will (1) cover the period of June 13, 2022 until the present for which the Village has already had the services of the Town Court Clerk and (2) provide coverage should the part time clerk not be available moving forward.

I put the end date as our next reorg meeting as a place holder. I do need a figure for the total out of pocket cost for the Town's Court Clerk.

Please let me know if you need any changes.

Thank you.

ELIZABETH K. CASSIDY, ESQ.

THE LAW OFFICE OF ELIZABETH K. CASSIDY PLLC
7 GRAND STREET, WARWICK, NEW YORK 10990
P: 845.987-7223 | F: 888.549.3886
WWW.EKCASSIDYLAW.COM

FRAUD ALERT: If you receive an email from this Office requesting a wire transfer, you MUST in every instance first call us to verify the information is authentic before sending any money via a wire transfer.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Court Clerk - L. Mosher

Hourly	34.70		
Social Security	2.15	6.20%	
Medicare	0.50	1.45%	
Metropolitan Commuter Tax	0.12	0.34%	
Health Insurance	16.68	28,189.98	TOW portion
Disability	0.04	69.36	5.78 monthly
Dental/Vision	1.35	2,276.28	189.69 monthly
Retirement	6.49		
Worker's Compensation	1.63		
Hourly rate	<u>63.66</u>		

EDITED
MOU w/ VOF
re: Rosenberg

INTERMUNICIPAL AGREEMENT

FOR THE JOINT ACQUISITION AND OWNERSHIP OF REAL PROPERTY

THIS AGREEMENT, made effective, as of the ____ day of _____, 2022, by and between the Town of Warwick, a municipal corporation, organized under the laws of the State of New York, having its principal office located at 132 Kings Highway, Warwick, New York, 10918 (hereinafter the "Town"), and the Village of Florida, a municipal corporation organized under the laws of the State of New York with its principal office located at 33 South Main Street, Florida, NY 10921 (hereinafter the "Village").

WITNESSETH:

WHEREAS, the Town and the Village desire to acquire and jointly maintain approximately 95.77 acres of real property identified on the Village of Florida Tax Map as Section 113, Block 4, Lots 2.12, 2.22, and 16, 7.2, (hereinafter the "Property") for the purpose of expanding upon the existing open space and preservation of Village and Town character; and

WHEREAS, both governmental entities, in order to provide the most efficient service to its constituents, have determined, pursuant to Article 5-G of the General Municipal Law, that the best interests of the public would be served by an inter-governmental agreement whereby the Town and Village combine resources for the acquisition of the Property; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Town and Village DO AGREE AS FOLLOWS:

1. That the legislatures governing boards of each municipality have duly approved this agreement. Copies of such approval resolutions are annexed hereto as Exhibits "A" and "B."

Acquisition:

2. The Village and Town shall mutually cooperate in the negotiation, due diligence and acquisition of the property.
3. Title shall be held by the Village and the Town in undivided equal shares as Tenants in Common.
4. The Village and Town shall share in the acquisition costs equally. Acquisition costs shall include the purchase price together with adjustments as set forth in the contract of sale, title and recordation costs and due diligence costs including but not limited to survey and environmental assessments.
5. It is the intention of the Village to fund its portion of the acquisition costs through the issuance of a municipal bond. It is the intention of the Town to fund its share of the acquisition costs through the issuance of a municipal note issued to the Seller of the

kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

12. Term of the Agreement

It is understood and agreed that as long as each Municipality is an owner of the Property, ~~this Agreement will not terminate nor will any of the Municipalities withdraw~~ the term of this Agreement shall be twenty (20) years pursuant to the relevant provisions of NYS General Municipal Law § 119-o(j) and NYS Local Finance Law § 11.00(19). The Parties may extend the term by resolutions of the governing bodies of each, and the failure to adopt such resolution before the expiration of any term of this Agreement shall not relieve the Parties of their obligations hereunder after the expiration of such term.

13. Procedure for period review of the agreement

The parties acknowledge that the future development of the site as described by this agreement may warrant a re-evaluation of the allocation of costs and responsibilities between the Municipalities and mutually agree to cooperate with each other in modification of the agreement as may be appropriate.

This Agreement may be modified at any time upon the mutual written consent of the Municipalities. No amendment or modification of any term and/or condition of this Agreement shall be effective unless it is in writing and executed by a duly authorized representative of each Municipality. Unless otherwise specifically provided in a modification, the provisions of this Agreement shall apply with the same force and effect to any modification of this Agreement.

14. Sale of the Property:

Neither party shall transfer its interest in the Property without the express written permission of the other. In the event either municipality transfers its interest in the Property, this agreement shall terminate upon the closing of title.

15. Notices:

All notices, requests, demands or other communication regarding the substance of or modifications to this Agreement, shall be in writing and sent via first-class mail or hand delivery to:

If to the Village of Florida:	
-------------------------------	--

Mayor Daniel Harter Village of Florida 33 South Main Street Florida, New York 10921	
With Copy To:	
Village Clerk Village of Florida 33 South Main Street Florida, New York 10921	Elizabeth K. Cassidy, Village Attorney The Law Office of Elizabeth K. Cassidy PLLC 7 Grand Street Warwick, New York 10990
If to the Town:	
Supervisor Michael Sweeton Town of Warwick 132 Kings Highway Warwick, New York 10990	
With Copy To	
Town Clerk Town of Warwick 132 Kings Highway Warwick, New York 10990	Jay R. Myrow, Town Attorney Blustein, Shapiro, Frank & Barone, LLP 10 Matthews Street Goshen, New York 10924

Each Party may designate additional or different recipients and/or contact information.

16. Succession, Assignment or subcontracting

~~No Municipality~~ Neither Party shall assign, subcontract or otherwise transfer its interest, duties and obligations under this Agreement except as is approved by the other Municipality and as such may be allowed and authorized by law.

In the event of succession or assignment, this Agreement shall be binding upon, and inure to the benefit of, the Parties, and to the Parties' respective successors and/or assigns.

17. Waiver:

The failure of the any Municipality to enforce at any time any provision of this Agreement shall not constitute a waiver of any such provision, or a waiver of a remedy that may be available for a breach. No condition of this Agreement shall be considered waived unless such waiver is explicitly given in writing.


18. Severability:

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

X

TOWN OF WARWICK
DEPARTMENT OF POLICE
132 KINGS HIGHWAY
WARWICK N.Y. 10990
(845) 986-5000 FAX (845) 986-5985

Chief John D. Rader NA 236
jrader@townofwarwickpd.org

To: Bonnie Kane, Comptroller
From: Chief John Rader 
CC:
Date: July 11, 2022
Re: Budget Transfer

Please accept this memo as a request to transfer \$6,500 from B02.00.1990.410
to B02.00.1620.400 for the purpose of station renovations.

↳ Renovation Supplies

↳ Contingency

If you have any questions please call me.

**INTERMUNICIPAL AGREEMENT BY AND BETWEEN THE
TOWN OF WARWICK
AND THE
GREENWOOD LAKE UNION FREE SCHOOL DISTRICT**

WHEREAS, the Greenwood Lake Union Free School District (hereinafter "School District") requires police coverage to supplement its supervision and safety of students, staff and visitors in the school buildings and at school events; and

WHEREAS, the Town of Warwick (hereinafter "Town") wishes to provide the School District with police services at the school buildings and at events; and

WHEREAS, Article 5 (Section 119-o) of the General Municipal Law authorizes the Town and the School District to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, the parties hereto wish to enter into a written agreement delineating the terms and conditions of the relationship between the parties;

THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be from July 1, 2022 through August 31, 2022 in accordance with the terms hereof.
2. The Town Board and the Board of Education of the School District, in conjunction with the Warwick Police Department ("Police Department"), establish the following goals and objectives with regard to the Officers in the Schools:
 - (a) to maintain a safe campus environment that will be conducive to learning;
 - (b) to serve as consultants to school staff, parents, and students on safety matters and any other matters which will provide a better environment for the students and staff in which to pursue their respective tasks,
 - (c) to serve as role models.
3. The Town Board agrees, in conjunction with the Warwick Police Department, to provide Part-time Police Officers ("Officers") to the School District during the term of this Agreement. The Officers will work on a rotating basis. The Officers shall be subject to the administration, supervision and control of the Town of Warwick Police Department, unless otherwise provided in this Agreement.
4. The Officers assigned will be selected by the Chief of Police and Superintendent of Schools.
5. The selected Officers shall be assigned by the Chief of Police of the Warwick Police Department to the Greenwood Lake Middle School but such Officers may be assigned to

another school should the need arise, at the direction of the Superintendent of Schools or his designee.

6. It is understood and agreed that the Officers to be appointed by the Police Department shall have the following qualifications:
 - a) Shall be part-time police officers with law enforcement experience.
 - b) Shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations.
 - c) Shall be capable of conducting in depth criminal investigations.
 - d) Shall possess an even temperament and set a good example for students and staff.
 - e) Shall possess communications skills that would enable the Officers to function effectively within the School environment.

7. The following are duties of the Officers:
 - a) Shall abide by School Board policies and consult with and coordinate activities through a given school's principal. However, the Officers shall remain fully responsible to the Police Department in all matters relating to employment and supervision. While working in the schools, the Officers will take direction from the building principal and/or the Superintendent of Schools or designee.
 - b) Shall maintain a look-out for irregular occurrences in the schools and at school events such as trespassers, assailants, arsonists, as well notify the building principal and/or Superintendent of Schools of any such occurrences.
 - c) May be called upon to staff the Welcome desk, sign guests in, on an as needed basis.
 - d) Shall encourage group discussions about law enforcement with students, staff and parents.
 - e) Under no circumstances shall an Officer be a school disciplinarian. The Officers will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law and unless requested by the building principal or Superintendent of Schools.
 - f) May attend meetings with parent groups and faculty groups to encourage their support and understanding of the Officers' responsibilities and to promote awareness of law enforcement functions. When such meetings are outside the normal workday, the Officer's schedule shall be adjusted when possible to avoid unnecessary overtime.
 - g) Shall confer with the principal of each of the schools to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities.
 - h) Shall perform such duties as determined by a given school principal or the Superintendent of Schools. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the Officers from being available in areas where interaction with students is expected.
 - i) Shall familiarize themselves with and abide by Board policy and applicable law concerning interviews with students should it become necessary to conduct formal

- law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board.
- j) Shall initiate law enforcement action as necessary and notify the school principal as soon as possible and, whenever practicable, advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities at the principal's direction.
 - k) Shall, upon the request of the building principal or Superintendent of Schools or designee, assist school administrators with the handling of contraband and controlled substances to enable proof of a chain of custody in matters of student discipline that may arise from time to time.
 - l) In order to assure the peaceful operation of school-related programs, the Officers shall, whenever possible, participate in or attend school functions. When such functions are outside the normal workday, the Officer's schedule shall be adjusted when possible to avoid unnecessary overtime.
 - m) Shall reaffirm the role as law enforcement officers by wearing the Warwick Police uniform, unless doing so would be inappropriate for scheduled school activities as determined by the Superintendent or designee. However, the uniform shall be worn at events where it will enhance the image of the Officers and their ability to perform their duties.
 - n) Shall, whenever possible, coordinate with the principal and be responsible for law enforcement and security activity at extracurricular events as determined by the principal.
8. It understood and agreed that at all times while the Officers are stationed at one of the schools within the School Board's jurisdiction, the Officers shall remain employees of the Warwick Police Department and follow the Chain of Command as set forth in the Department's Rules and Regulations Manual, adhering to all policies and procedures of the Police Department.
9. The Officers will work the same calendar year as 10-month support staff in the School District, including pre-school year and post-school year meetings.
10. The School District will pay the Town at the rate of \$31.50 per hour an Officer with five years of experience and \$31.50 per hour for an Officer with less than five years of experience. Overtime compensation shall be paid after 8 hours of service in a day.
11. In addition, the School District shall shall reimburse the Town \$2,570 toward the position of an additional Sergeant.
12. The Town shall submit invoices for police services to the School District on a monthly basis or as otherwise agreed to by the parties. Such invoices shall be paid by the School District within 45 calendar days of receipt of the invoices.
13. It is understood and agreed that the Officers, in pursuing the performance of their duties, shall coordinate and communicate with the school principal or the principal's designee.

14. The Police Department shall provide the appropriate in-service training for the Officers, to enable the Officers to function effectively. However, the School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to student and staff safety. The Officers will be required to attend mandatory departmental police training during the year (e.g., firearms, etc.).
15. The Police Department may provide a standard marked patrol vehicle and bicycle for the Officers, if available. The vehicle shall be maintained by the Warwick Police Department, providing among other things fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the Officers with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the Officer's duties as a police officer. The School District will provide a radio compatible with school frequencies and a telephone for use by the Officers.
16. It is understood and agreed that the Superintendent or his designee and the Chief of Police or his designee shall evaluate annually the Officers and the performance of the Officers on forms to be developed jointly by the Superintendent or his designee and the Chief of Police or his designee. Such evaluation by the Superintendent and the Chief of Police shall be performed in order to evaluate the performance of the Officers in accordance with the Police Department rules and regulations and the School District requirements, and also to ascertain what, if anything, can be done to improve the Officers Program.
17. The Town and the School District shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
18. Neither the Town nor the School District may assign this Agreement.
19. It is expressly understood and agreed that the Town and School District shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
20. This Agreement may be renewed upon mutual agreement of the governing boards of the Town and the School District. The Town and the School District may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or reputable overnight service.
21. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

22. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties agree to attempt to resolve the dispute by discussion. If the dispute cannot be resolved informally, any action or proceeding arising under this Agreement shall be brought in a court of competent jurisdiction in Orange County, New York.

23. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as in the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first above written.

TOWN OF WARWICK

**GREENWOOD LAKE UNION FREE
SCHOOL DISTRICT**

BY: _____
TOWN SUPERVISOR

BY: _____
BOARD PRESIDENT

Aug. 00, 16 20 .434

Classic Cleaning and Maintenance Services, Inc.
PO Box 484
Florida, NY 10921 US
(845) 651-4271
Office@classiccleaningoc.com
www.classiccleaningoc.com



ADDRESS
Chief John Rader
Warwick Town Police Dept.
132 Kings Highway
Warwick, New York 10990

SHIP TO
Chief John Rader
Warwick Town Police Dept.
132 Kings Highway
Warwick, New York 10990

Estimate 1031

DATE 06/22/2022

ACTIVITY	QTY	RATE	AMOUNT
Floor Service:Strip & Wax Strip and Wax Floor Service Warwick Town Police Dept.	1	4,708.75	4,708.75

For insurance purposes, we MUST have a signed estimate before we can provide services. Either party upon written notification can withdraw this this agreement at any time.

SUBTOTAL 4,708.75
TAX 0.00

TOTAL \$4,708.75

Accepted By

Accepted Date

Classic Cleaning and Maintenance Services, Inc.

PO Box 484

Florida, NY 10921 US

(845) 651-4271

Office@classiccleaningoc.com

www.classiccleaningoc.com



ADDRESS

Chief John Rader

Warwick Town Police Dept.

132 Kings Highway

Warwick, New York 10990

SHIP TO

Warwick Town Hall

132 Kings Highway

Warwick, NY 10990

Estimate 1032

DATE 06/28/2022

ACTIVITY	QTY	RATE	AMOUNT
Floor Service:Strip & Wax Strip and Wax Floor Service for Warwick Town Hall 132 Kings Highway Warwick NY 10990	1	3,605.00	3,605.00T

For insurance purposes, we MUST have a signed estimate before we can provide services. Either party upon written notification can withdraw this this agreement at any time.

SUBTOTAL 3,605.00
TAX 0.00

TOTAL \$3,605.00

Accepted By

Accepted Date

X

Warwick Town Clerk

From: Sherman, David R (DEC) <david.sherman@dec.ny.gov>
Sent: Thursday, July 07, 2022 4:26 PM
To: Michael Sweeton; Warwick Town Clerk; Town of Warwick Building Department
Subject: National Flood Insurance Program Visit
Attachments: Floodplain Development Permit electronic fillable.docx; CERTIFICATE OF COMPLIANCE.docx; Letter.fldpln.360636.7.7.2022.PostCAVLetter.pdf

Supervisor Sweeton,



I apologize for the delay in getting this letter to your community regarding my community assistance visit I had with you and Dan Gibson on November 10, 2021. Also attached to this letter is a model floodplain development permit and a model certificate of compliance for your community's use if you so choose.

David Sherman

Environmental Program Specialist
NYSDEC Region 4, Division of Water

New York State Department of Environmental Conservation

1130 North Westcott Road, Schenectady, NY 12306-2014
P: 518-357-2379 | F: 518-357-2398 | david.sherman@dec.ny.gov

www.dec.ny.gov |  | 

RECEIVED

JUL 08 2022

Town of Warwick
Town Clerk

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Environmental Quality, Region 4
1130 North Westcott Road, Schenectady, NY 12306-2014
P: (518) 357-2045 | F: (518) 357-2398
www.dec.ny.gov

July 7, 2022

Michael Sweeton
Town Supervisor
132 Kings Highway
Warwick, NY 10990

Re: Community Assistance Visit, Town of Warwick

Supervisor Sweeton:

I met with you and Dan Gibson on November 10, 2021 regarding the Town of Warwick's participation in the National Flood Insurance Program (NFIP). Community participation in the NFIP enables residents to purchase flood insurance coverage on structures located anywhere within the municipality. In a flood hazard area however, carrying flood insurance is a mandatory condition imposed by lenders on any loan or mortgage issued by a federally regulated lending institution. In turn, for insurance availability, participating communities accept the responsibility to administer and enforce the standards of a local law adopted for floodplain management, as referenced in 44 CFR Part 59.22(a)(8), including permitting all development within the mapped special flood hazard area. Development is defined as:

Development is any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials (44 CFR Part 59.1)

Development is not limited to only structures and buildings, but any action within the floodplain. This could be the addition of fill, the clearing of land, excavations, or addition of non-porous surfaces. As a result, the community must monitor all activities that affect the floodplain to ensure compliance with local regulations. A **separate** Floodplain Development Permit would be required, in addition to a building permit, for any action in a floodplain. Economic sanctions, such as the loss of flood insurance and denial of federal flood disaster assistance, can be imposed upon communities that do not meet compliance standards.

During our meeting, we discussed that all improvements, repairs, or additions to any structure within a floodplain area need to be analyzed to determine if the cost of the construction is 50% of the market value of the structure. If the cost of the construction is 50% or more of the market value of the structure, then it would be Substantial Improvement and the entire structure would need to be brought to current code.

Appendix J of the Residential Building Code, Section AJ states:



Substantial Damage. For the purpose of determining compliance with the flood provisions of this code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before – damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement. For the purpose of determining compliance with the flood provisions of this code, any repair, alteration, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions, or
2. Any alteration of a historic structure provided that the alteration will not preclude the structures continued designation as a historic structure.

[NY] AJ401.7 Flood Hazard Areas

In flood hazard areas, repairs that constitute substantial improvement shall require that the building comply with Section R322 of this code.

[NY] AJ404.3.5 Flood Hazard Areas

In flood hazard areas, damaged buildings that sustain substantial damage shall be brought into compliance with provisions of this code for flood resistant construction of new structures.

[NY] AJ501.3 Flood Hazard Areas.

In flood hazard areas, alterations that constitute substantial improvement shall require that the building comply with Section R322 of this code.

[NY] AJ601.5 Flood Hazard Areas

In flood hazard areas, alterations that constitute substantial improvement shall require that the building comply with Section R322 of this code.

[NY] AJ801.5 Flood Hazard Areas

Additions and foundations in flood hazard areas shall comply with the following requirements:

1. For Horizontal additions that are structurally interconnected to the existing building:

- 1.1 If the addition and all other proposed work, when combined, constitute substantial improvement, the existing building and the addition shall comply with Section R322 of this code.
 - 1.2 If the addition constitutes substantial improvement, the existing building and the addition shall comply with Section R322.
2. For horizontal additions that are not structurally interconnected to the existing building:
 - 2.1 The addition shall comply with Section R322.
 - 2.2 If the addition and all other proposed work, when combined, constitute substantial improvement, the existing building shall comply with Section R322.
3. For vertical additions and all other proposed work that, when combined, constitute substantial improvement, the existing building shall comply with Section R322.
4. For a new, replacement, raised, or extended foundation, if the foundation work and all other proposed work, when combined, constitute substantial improvement, the existing building shall comply with Section R322.

There have been a few significant changes to the floodplain regulations within the New York State Building Code and New York State Residential Code. The Building Code of New York State has the following:

[NY] 1612.3.1 Design flood elevations.

1. Obtain and reasonably utilize any design flood elevation (DFE) and floodway data available from a federal, state or other source.
2. Determine the design flood elevation or floodway in accordance with accepted hydrologic and hydraulic engineering practices used to define special flood hazard areas. Determinations shall be undertaken by a registered design professional who shall document the technical methods used reflect currently accepted engineering practice.

Exception: Where it is not possible to obtain a design flood elevation in accordance with section 1612.3.1, Items 1 and 2, the design flood elevation shall be 3 feet (914mm) above the highest adjacent grade, where the highest adjacent grade is the natural ground elevation within the perimeter of the proposed building prior to construction.

The New York State Residential Code states:

[NY] R322.1.4.1 Determination of design flood elevations.

If design flood elevations are not specified, the *building official* is authorized to require the applicant to comply with either of the following:

1. Obtain and reasonably use data available from a federal, state, or other source and add 2 feet (610mm) of freeboard.
2. Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering practices used to define special flood hazard areas and add 2 feet (610mm) of freeboard. Determinations shall be undertaken by a registered *design professional* who shall document that the technical methods used reflect currently accepted engineering practice. Studies, analyses and computations shall be submitted in sufficient detail to allow thorough review and approval.

Note that the residential code used to allow a structure in an unnumbered A zone to be constructed so that the lowest floor was 3 feet above the highest Adjacent Grade (HAG).

This practice is no longer allowed for residential structures.

In addition, The New York State Residential Code also states:

R322.1.9 Manufactured homes.

The bottom of the frame of new and replacement *manufactured homes* on foundations that conform to the requirements of Section R322.2 or R322.3, as applicable, shall be elevated to or above the elevations specified in Section R322.2 (flood hazard areas including A zones), or R322.3 in coastal high-hazard areas (V Zones and Coastal A Zones). The anchor and tie-down requirements of the applicable state or federal requirements shall apply. The foundation and anchorage of *manufactured homes* to be located in identified floodways shall be designed and constructed in accordance with ASCE 24

Please note that when a manufactured home is installed in a flood hazard area, the **bottom of the frame** needs to be elevated to the proper elevation. All other structures that are constructed in a flood hazard area need to have the lowest floor elevated to the proper elevation.

There also appeared to have been some development that has occurred since the current effective FIRMs became effective on August 3, 2009. There were also some properties that appear to have had development which occurred after the first set of FIRMs became effective on October 15, 1985. This development is known as Post-FIRM. Structures and other development that occurred prior to October 15, 1985 is known as Pre-FIRM. Any Post-FIRM structure should have been constructed according to the regulations in effect at the time of construction. The following properties are the properties that were noted during the satellite overview and the subsequent tour of your community that appeared to have had development activities.

Farm buildings, such as barns, storage buildings, hoop houses (green houses) etc that are exempt from the building code permit and building requirements are not exempt from the federal NFIP standards. These structures can be placed in the flood hazard areas, but they need to be permitted by the community. In addition, these structures should be wet floodproofed. Wet Floodproofing provisions are discussed in detail in FEMA Technical Bulletin, Wet Flood Proofing Requirements, published December 1, 1993. The FEMA technical bulletins can be found at:

<https://www.fema.gov/emergency-managers/risk-management/building-science/national-flood-insurance-technical-bulletins>

According to the available satellite imagery available, the following properties have had recent development that would not need a building permit but would need a floodplain permit. Was a floodplain permit issued for any of the following properties:

1. 63 Mount Eve Road. 6-2-19. Expansion of existing storage building approximately 2009. New buildings (Hoop Houses) were also constructed in 2018 and 2019.
2. Pulaski Highway. Tax Parcels 6-2-5 and 6-2-16. Numerous Hoop type greenhouses constructed between 2015 and 2019.
3. Big Island Road. Tax Parcel 6-2-54. 5 Hoop houses constructed between 2010 and 2011.
4. County Highway 6. Tax Parcel 4-1-25. 4 Hoop houses between 2011 and 2019.

The following properties had other type of development that appeared to be more recent. These properties have structures such as storage buildings, garages, and farm type of buildings that would still require a building permit and a floodplain permit.

5. 525 Glenwood Road. Tax Parcel 11-1-4. 3 bay garage on the golf course built between 1997 and 2006. Was a permit issued for this building? Is the propane tank on the outside of the building anchored?
6. 70 Pine Turf Lane. Tax Parcel 3-1-5.1. New building constructed approximately in 2015. Green steel building with a white roof. Appeared to be a storage building. Was a floodplain permit issued for this building? Does the town have elevation information for this building?
7. 78 Ferncliff Road. Tax Parcel 73-10-23.21. According to imagemate, this building was constructed in 2015 and has a full basement. This structure

appears to have been built over the water on Greenwood Lake. Was a floodplain permit issued for this building? What is the foundation type of this building? Does the town have any elevation information for this building?

8. 29 West Cove Road. Tax Parcel 76-1-42. Stone veneer on bottom of building. According to tax records, building was sold for 325 thousand in 2019 and then sold for 730 thousand in 2020. Was this structure substantially improved? Was a floodplain permit issued for the work on the structure? Does the town have foundation and elevation information for this structure?
9. 121 Mission Land Road. Tax Parcel 2-2-29. According to satellite imagery, tan mobile home was installed around 2015. Was there a floodplain permit issued for this mobile home? Does the town have information on the foundation type and elevation of the structure?
10. 243 Round Hill. Tax Parcel 7-2-4. Small brown building that appeared to have been constructed between 2014 and 2016. The building did not appear to be raised. Was a floodplain permit issued for this building? Does the town have any elevation information on this building?
11. 232 Round Hill Road. Tax Parcel 7-2-35. New gray and white garage type of structure built in approximately 2009. Was a floodplain permit issued for this building? Is this building floodproofed? Does the town have any information on the foundation type and elevation of the building?

The following properties had development that appeared to have occurred in the floodway. The floodway is a highly regulated and restricted area of the floodplain. In addition to a floodplain permit, a no rise Hydraulic and Hydrologic analysis should have been performed for these properties.

12. 767 Pulaski Highway. Tax Parcel 6-1-1. New building between 2016 and 2018. Red and white storage building on east side of the parcel. Building is in the floodway. Was a floodplain permit issued for this building? Was a floodway analysis performed? Does the town have any information on the foundation and elevation of the building?
13. 128 Round Hill Road. Tax Parcel 7-2-29.1. Hoop houses constructed in approximately 2012. Hoop houses are in the floodway. Was a floodway analysis performed?

The properties numbered 1 through 4 should have a floodplain permit filed with your town even though a traditional building permit may not apply in these circumstances. The properties numbered 5 through 11 should have a floodplain permit for the structure, along with foundation details and the elevation of the lowest floor of the structure. The properties numbered 12 and 13 should have floodplain permits, along with a floodway analysis that

showed the project would not produce any measurable rise in the base flood elevation. A floodway analysis is a Hydraulic and Hydrologic (H & H) analysis that shows a project would not cause a rise of any measurable amount. Any measurable amount is defined as a rise of 0.01 feet or more.

In summary, the department needs verification that floodplain permits were filed for all the properties listed above. In addition to the permits, the department needs verification of the foundation types, lowest floor elevations, and any floodproofing measures for the properties labeled 5 through 13. Lastly, for the properties listed in numbers 12 and 13, in addition to the permits and building information, the department needs verification that a floodway analysis was performed for these two properties.

Due to the large numbers of properties, as the town gathers the information DEC would like to be updated on these properties and structures. Please provide the town's first response to these potential issues by August 5, 2022. I have provided the state model floodplain permit for your use or as a reference to producing and using your own permit for floodplain development.

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

David Sherman



Environmental Program Specialist

David Sherman

Environmental Program Specialist
NYSDEC Region 4, Division of Water

New York State Department of Environmental Conservation
1130 North Westcott Road, Schenectady, NY 12306-2014
P: 518-357-2379 | F: 518-357-2398 | david.sherman@dec.ny.gov

cc. Kelli Higgins-Roche, P.E., Chief, Floodplain Management Section, NYSDEC
Jason Fenn, FEMA Region 2
Dan Gibson, Code Enforcement Officer
Eileen Astorino, Town Clerk

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

This form is to be filled out in duplicate.

SECTION 1: GENERAL PROVISIONS (APPLICANT to read and sign):_____

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit is invalid if no work is commenced within six months of issuance, and expires 2 years from date of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements.
7. Applicant hereby gives consent to the Local Administrator or his/her representative to make reasonable inspections required to verify compliance.
8. I, THE APPLICANT, CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

(APPLICANT'S SIGNATURE)_____ DATE

SECTION 2: PROPOSED DEVELOPMENT (To be completed by APPLICANT)

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
APPLICANT Click here to enter text.		
BUILDER Click here to enter text.		
ENGINEER Click here to enter text.		

PROJECT LOCATION:

To avoid delay in processing the application, please provide enough information to easily identify the project location. Provide the street address, lot number or legal description (attach) and, outside urban areas, the distance to the nearest intersecting road or well-known landmark. A map attached to this application, and a sketch showing the project layout would be helpful.

Click here to enter text.

DESCRIPTION OF WORK (Check all applicable boxes):

A. STRUCTURAL DEVELOPMENT

ACTIVITY

STRUCTURE/TYPE

- New Structure
- Addition
- Alteration
- Relocation
- Demolition
- Replacement

- Residential (1-4 Family)
- Residential (More than 4 Family)
- Non-residential (Floodproofing? Yes No)
- Combined Use (Residential & Commercial)
- Manufactured (Mobile) Home
- In Manufactured Home Park? Yes No

ESTIMATED COST OF PROJECT \$Click here to enter text.

B. OTHER DEVELOPMENT ACTIVITIES:

- Fill Mining Drilling Grading
- Excavation (Except for Structural Development Checked Above)
- Watercourse Alteration (Including Dredging and Channel Modifications)
- Drainage Improvements (Including Culvert Work), Stormwater Control Structures or Ponds
- Road, Street or Bridge Construction
- Subdivision (New or Expansion)
- Individual Water or Sewer System
- Other (Please Specify)Click here to enter text.

After completing SECTION 2, APPLICANT should submit form to Local Administrator for review.

SECTION 3: FLOODPLAIN DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

The proposed development is located on FIRM Panel No.Click here to enter text., DatedClick here to enter text.

The Proposed Development:

- The proposed development is reasonably safe from flooding. Entire property is in Zone B, C or X.
- The proposed development is in adjacent to a flood prone area.
100-Year flood elevation at the site is:
_____Ft. NGVD 1929/ NAVD 1988 (MSL)
 Unavailable
- See Section 4 for additional instructions for development that is or may be in a flood prone area.

SIGNEDClick here to enter text.

DATE_Click here to enter text.

SECTION 4: ADDITIONAL INFORMATION REQUIRED (To be completed by LOCAL ADMINISTRATOR)

The applicant must submit the documents checked below before the application can be processed:

- A site plan showing the location of all existing structures, water bodies, adjacent roads, lot dimensions and proposed development.
- Development plans and specifications, drawn to scale, including where applicable: details for anchoring structures, proposed elevation of lowest floor (including basement), types of water resistant materials used below the first floor, details of floodproofing of utilities located below the first floor, details of enclosures below the first floor, openings in foundation for entry and exit of floodwaters.
OtherClick here to enter text.
- Elevation Certificate
- Subdivision or other development plans (If the subdivision or other development exceeds 50 lots or 5 acres, whichever is the lesser, the applicant must provide 100-year flood elevations if they are not otherwise available).
- Plans showing the watercourse location, proposed relocations, Floodway location.
- Topographic information showing existing and proposed grades, location of all proposed fill.
- Top of new fill elevationClick here to enter text.Ft. NGVD 1929/ NAVD 1988 (MSL)
- PE Certification of Soil Compaction
- Floodproofing protection level (non-residential only) ____ NGVD 1929/ NAVD 1988 (MSL)
For floodproofed structures, applicant must attach certification from registered engineer or architect.
- Other: Click here to enter text.

SECTION 5: PERMIT DETERMINATION (To be completed by LOCAL ADMINISTRATOR)

I have determined that the proposed activity: A. Is
B. Is not

in conformance with provisions of Local Law #Click here to enter text.,(yr)Click here to enter text.. This permit is hereby issued subject to the conditions attached to and made part of this permit.

SIGNEDClick here to enter text., DATClick here to enter text.

If BOX A is checked, the Local Administrator may issue a Development Permit upon payment of designated fee, if applicable.
If BOX B is checked, the Local Administrator will provide a written summary of deficiencies. Applicant may revise and resubmit an application to the Local Administrator or may request a hearing from the Board of Appeals.

Expiration Date: Click here to enter text.

APPEALS: Appealed to Board of Appeals? Yes No
Hearing date:Click here to enter text.
Appeals Board Decision --- Approved? Yes No

Conditions:Click here to enter text.

SECTION 6: AS-BUILT ELEVATIONS (To be submitted by APPLICANT before Certificate of Compliance is issued)

The following information must be provided for project structures. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application). Complete 1 or 2 below.

1. Actual (As-Built) Elevation of the top of the lowest floor, including basement (in Coastal High Hazard Areas, bottom of lowest structural member of the lowest floor, excluding piling and columns) is: Click here to enter text.FT. NGVD 1929/
 NAVD 1988 (MSL). **Attach Elevation Certificate FEMA Form 81-31**
2. Actual (As-Built) Elevation of floodproofing protection is Click here to enter text.FT. NGVD 1929/ NAVD 1988 (MSL).
Attach Floodproofing Certificate FEMA Form 81-65

NOTE: Any work performed prior to submittal of the above information is at the risk of the Applicant.

SECTION 7: COMPLIANCE ACTION (To be completed by LOCAL ADMINISTRATOR)

The **LOCAL ADMINISTRATOR** will complete this section as applicable based on inspection of the project to ensure compliance with the community's local law for flood damage prevention.

INSPECTIONS: DATEClick here to enter text.BYClick here to enter text.DEFICIENCIES? YES NO
DATEClick here to enter text.BYClick here to enter text.DEFICIENCIES? YES NO
DATEClick here to enter text.BYClick here to enter text.DEFICIENCIES? YES NO

SECTION 8: CERTIFICATE OF COMPLIANCE (To be completed by LOCAL ADMINISTRATOR)

Certificate of Compliance issued: DATE:Click here to enter text.

BY:Click here to enter text.

**CERTIFICATE OF COMPLIANCE
FOR DEVELOPMENT IN A SPECIAL FLOOD HAZARD AREA**

(Owner Must Retain This Certificate)

Premises located at: _____

Owner: _____

Owner's Address: _____

Permit No. _____ Permit Date: _____

- Check One:
 New Building
 Existing Building
 Fill
 Other:

The Local Floodplain Administrator is to complete a. or b. below:

a. Compliance is hereby certified with the requirements of Local Law No. _____, (yr) _____.

Signed: _____ Dated: _____

b. Compliance is hereby certified with the requirements of Local Law No. _____, (yr) _____, as modified by variance no. _____, dated _____.

Signed: _____ Dated: _____

Prepared By:
Town Of Warwick
132 Kings Highway
Warwick, NY 10990

Permit #: SP-9
Date of Event: 9-11
Hours of Event:
From: 7am
To: 6pm

Special Event Permit

***Applicants are required to meet with Town Board members to discuss details of Special Event before Town can grant approval.**

Chapter 115. Public Assemblies and Entertainment
Article II. Conditions Pertaining to Temporary Outdoor Public Gatherings § 115-10. Permit fee.
The applicant shall pay to the Town at the time the application is submitted a fee of \$25 per day for each day of operation.

To: Town Board
Town of Warwick
Warwick, NY 10990

Application is hereby made for a Special Event Permit for access to road(s) in the Town of Warwick.


- A. Applicant: Bear Mountain Chapter of the AMCA
Telephone #: 914-523-3531 Email Address: DREW.BBPOOLS@gmail.com
Evening #: Same Emergency #: Same
- B. Address: 16 Legion Lane Pine Island
- C. Name of Road(s) (Attach map of Route):

- D. Nature and Purpose of Permit:
Flea Market

Send
Letter
TO
34 East A. Alger

(Continue to next page)

If Permit is granted, I hereby agree to conform to all the conditions and restrictions forming a part of this Permit and to conform to all local ordinances, if any, and to conform to the provisions as set forth in the M.U.T.C.D. (Manual of Uniform Traffic Control Devices).


Applicant's Signature Pres. June 22 22
Title Date

34 East Ridge Rd Warwick NY
Address

Conditions and Restrictions

1. This Permit shall not be assigned or transferred except with the written consent of the Town Board.
2. Notice shall be given by said applicant at least 48 hours prior to a Regular Meeting of the Town Board held on the 2nd or 4th Thursday of each month.
3. The Applicant hereby agrees to indemnify and save harmless the Town of Warwick from all suits, actions or damages of every kind whatsoever which may arise from or on account of the event under this Permit. General Liability Insurance for the protection of the Applicant and the Town of Warwick will be maintained in such an amount and in such company and in such case as the Town Board may require. Be sure to attach a Certificate of Insurance naming the Town of Warwick, 132 Kings Highway, Warwick, NY 10990 as additional insured.
4. The Town Board reserves the right to revoke or cancel this Permit at any time should the Applicant fail to comply with the terms and conditions herein prescribed.
5. Applicant's approved copy of this Permit shall be in possession of the parties actually involved.
6. This Permit application is subject to such other consents as are required by Law.
7. Arrangements shall be made with the Town of Warwick Police Chief to provide, during the period of such Special Event, for the handling of pedestrian and motor vehicle traffic, the re-routing of traffic, caring for emergencies and other related needs.
8. Applicant will be charged a fee for police personal services (payroll/labor) if additional police officers are required at this event. Additional personnel and amount to be determined by the Police Chief.

(Continue to next page)

9. The Applicant hereby agrees to clean up any debris along the Town of Warwick Roads in the vicinity of the specified locations arising out of or as a result of the activity under this Permit.

I Herewith agree to the "Conditions and Restrictions".

Applicant's Signature

Date

Witness's Signature

Date

Permission is hereby granted to applicant.

A Certificate of General Liability (bodily injury/property damage) Insurance must be on file at the Office of the Town Clerk, Town of Warwick.

Town Clerk (Signature)

Date

Approved by Town Board on _____
Date

*****Note*****As per following the Town Board Resolution. If additional police personal are required for this Special Event, Police Chief will bill you for services provided.

#R96-69 POLICE CHARGE FOR SPECIAL EVENTS

Motion Councilwoman Gamache, seconded Councilman Lust to adopt a resolution charging the sponsor of special events in the Town of Warwick for police services provided by the Town of Warwick Police. The amount of the charge is to be determined by the Town of Warwick Police Chief, and is to be equal to the additional personal services (payroll/labor) cost resulting from the police services provided for the special event. Motion Carried (5 ayes)

PLEASE FILL OUT THE ATTACHED POLICE AGREEMENT

cc: Fire Department, Ambulance Department

revised 04-27-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2022

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

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

PRODUCER JC TAYLOR INSURANCE LLC/PHS 39427850 The Harford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED THE ANTIQUE MOTORCYCLE CLUB OF AMERICA, INC. PO BOX 663 HUNTSVILLE AL 35804-0663		INSURER A: Twin City Fire Insurance Company	NAIC# 29459
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		39 SBA AC1631	02/20/2022	02/20/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			39 SBA AC1631	02/20/2022	02/20/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			39 SBA AC1631	02/20/2022	02/20/2023	EACH OCCURRENCE	\$4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - BUS INC & EX EXP			39 SBA AC1631	02/20/2022	02/20/2023	Limit	\$100,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. RE: Job Description/Contract Number: Bear Mtn Swap 09/11/22

CERTIFICATE HOLDER
 Town of Warwick, NY
 132 KINGS HIGHWAY
 WARWICK NY 10990-3115
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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X

TOWN OF CHESTER

Supervisor - Robert Valentine

Town Board -

Antonio Ardisana
Robert Courtenay
Brandon D. Holdridge
Cynthia Smith

Town Justices -

Janet M. Haislip
Sharon Worthy-Spiegl

1786 Kings Highway
Chester, NY 10918

Tel: (845) 469-7000
Fax: (845) 469-9242
www.chester-ny.gov

Town Clerk - Linda A. Zappala

Highway Supt. - John Reilly, III

Receiver of Taxes - Vincent A. Maniscalco

Building Inspector - Alexa Burchianti

Assessor - John Schuler, III

Police Dept. - Daniel J. Doellinger, Chief

Date: June 14, 2022

To: Orange County Department of Planning
Town of Blooming Grove
Village of Chester
Town of Monroe
Town of Goshen
Town of Warwick
Village of Florida
Palisades Interstate Park Commission

Re: Town of Chester Town Code Chapter 77A Introductory Local Law

Following the Public Hearing held on April 12, 2022, the Town Board has made some revisions to the referenced proposed local law.

Enclosed please find the revisions to the Town of Chester Introductory Local Law 1 of 2022, A Local Law Adding Chapter 77A Entitled "Short-Term Rentals" To The Town Code of the Town Of Chester, for your review and comments.

Kindly address any comments to the Town Board, Town of Chester, 1786 Kings Highway, Chester, New York, 10918.

Sincerely yours,



Linda A. Zappala
Town Clerk

Enc.

RECEIVED

JUN 28 2022

Town of Warwick
Town Clerk

LOCAL LAW NO. ____ OF 2022

**A LOCAL LAW ADDING CHAPTER 77A ENTITLED "SHORT-TERM RENTALS"
TO THE TOWN CODE OF THE TOWN OF CHESTER**

Be it enacted by the Town of Chester in the County of Orange, as follows:

Section 1. Title

This Local Law shall be referred to as, "A Local Law Adding Chapter 77A, Entitled, "Short-Term Rentals", to the Town Code of the Town of Chester.

Section 2. Purpose and Legislative Intent

Due to the increase in tourism over the past years in the Town of Chester and adjacent local areas, there has been an increase in the number of property owners renting to tourists on a short-term basis. Many property owners in the Town of Chester list their properties as short-term rentals on web-based booking sites such as Air BnB or VBRO. These short-term rentals offer many benefits to property owners and residents in the Town of Chester, but also have the potential create health, safety and quality of life detriments to the community. Accordingly, the purpose and legislative intent of this local law is to regulate the use and safety of these short-term rentals so as to further secure and promote the public health, comfort, welfare, safety and peace for residents of the Town of Chester.

Section 3. Authority

This Local Law is adopted pursuant to Article 16 of the New York State Town Law, which expressly grants the Town Board of the Town of Chester authority to adopt local laws for the purposes of promoting the health, safety and welfare of the Town of Chester and its residents. This Local Law is further adopted pursuant to New York Municipal Home Rule Law Article 2, Section 10, which grants the Town Board of the Town of Chester the power to protect and enhance the physical environment of the Town of Chester.

Section 4. Short-Term Rentals

Chapter 77A, entitled “Short-Term Rentals” is hereby added to the Town Code of the Town of Chester, to read as follows:

§77A-1. Title.

This Local Law shall be referred to as, “A Local Law Adding Chapter 77A, Entitled, “Short-Term Rentals”, to the Town Code of the Town of Chester.

§77A-2. Purpose and Legislative Intent.

Due to the increase in tourism over the past years in the Town of Chester and adjacent local areas, there has been an increase in the number of property owners renting to tourists on a short-term basis. Many property owners in the Town of Chester list their properties as short-term rentals on web-based booking sites such as AirBnB or VBRO. These short-term rentals offer many benefits to property owners and residents in the Town of Chester, but also have the potential create health, safety and quality of life detriments to the community. Accordingly, the purpose and legislative intent of this local law is to regulate the use and safety of these short-term rentals so as to further secure and promote the public health, comfort, welfare, safety and peace for residents of the Town of Chester.

§77A-3. Authority.

This Local Law is adopted pursuant to Article 16 of the New York State Town Law, which expressly grants the Town Board of the Town of Chester authority to adopt local laws for the purposes of promoting the health, safety and welfare of the Town of Chester and its residents. This Local Law is further adopted pursuant to New York Municipal Home Rule Law Article 2, Section 10, which grants the Town Board of the Town of Chester the power to protect and enhance the physical environment of the Town of Chester.

§77A-4. Definitions.

All of the terminology and definitions contained in this Chapter which relate to the nature of sound and the mechanical detection and recordation of sound are in conformance with the terminology of the American National Standards Institute or its successor body.

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

OWNER-OCCUPIED PROPERTY

Property which the record owner maintains as his or her domicile.

RESIDENT AGENT

An authorized representative of a property owner or landlord who resides within the designated boundaries of Orange County as defined at the time of the issuance of the permit and all subsequent permit renewals and who shall be contacted for emergencies or other matters that may arise at the short-term rental property. A resident agent must be an individual **person**, not a corporation, limited liability company or similar entity.

SHORT-TERM RENTAL

Offering any residential dwelling, or space therein, to persons in exchange for a fee or compensation, whether monetary or otherwise, for a period of less than thirty (30) days, including, but not limited to, rentals provided by such companies as Air BnB and VRBO. Excluded from this definition are month-to-month tenancies, bed and breakfasts, and hotels and inns which have valid and approved site plans from the Town of Chester Planning Board.

SHORT-TERM RENTAL PERMIT

A permit granted by the Town Building Department for each use of property for short-term rentals.

SHORT-TERM RENTAL PROPERTY

Any real property which is offered and/or rented for short-term.

§77A-5. Regulation of Short-Term Rental Properties.

- (A) Short-Term Rentals shall only be permitted in the SR-1, SR-2, LB-SL, and AR-3 residential zones in the Town. Any short-term rental located within all other zones that possesses a **single-family dwelling or legal owner-occupied two-family dwelling and meets all other criteria** provided for in this Chapter, and was in existence as of the date of adoption of this Local Law, may continue to operate provided, however, that such short-term rental be registered with the Town of Chester Building Department within 30 days of the effective date of this Local Law.
- (B) Only single-family and legal, owner-occupied two-family dwellings or a mixed-use structure with valid certificate of occupancy may be used as a short-term rental property.

- (C) Orange County Hotel and Motel Occupancy Tax. All short-term rentals shall comply with the Orange County Hotel and Motel Occupancy Tax (Local Law No. 13 of 2009). An operator of a hotel or motel may be responsible for the collection of tax on occupancy of hotel or motel room rentals. Included in the definition of Hotel/Motel rooms are short-term and/or vacation rentals and properties typically listed on sites such as Air BnB and VRBO.
- (D) In the event that a property being used as a short-term rental is located in a development that has an HOA (Home Owners Association), written consent from the established HOA must be submitted with the permit application.
- (E) All short-term rental properties must be registered with the Town of Chester Building Department within 30 days of the effective date of this article and/or prior to the premises being used as a short-term rental. It shall be the responsibility of the property owner to register any short-term rental property as required by this Chapter. Failure to do so shall constitute a violation of these regulations and is subject to the penalties set forth herein.
- (F) Clear signage is required to be posted within the short-term rental property to ensure the tenants, guests and invitees understand the local ordinances, occupancy limits, parking and garbage rules and have the number of the local contact.
- (G) Property owner is required to maintain a guest registry with contact information and is to be made available to the Town if/when requested.
- (H) No Additional parking spaces may be added or constructed between the primary residential structure and the street without approval from the Building Inspector.
- (I) No advertising signage is allowed on any property.
- (J) No large gatherings, events, weddings without aa special use permit from the Building Department.
- (K) The following terms and conditions shall apply to all short-term rentals:
 1. No illegal conduct shall be carried on at the short-term rental property by the property owner, rental tenants, guests or invitees.
 2. A tenant of the short-term rental is prohibited from subleasing or other licensing the use or occupancy of any portion of the short-term rental property.
 3. The property owner and/or resident agent shall make all tenants aware of the Town's noise ordinance. Any conduct in conflict with this ordinance or which is unreasonable under the circumstances and which disturbs the

health, safety, peace, or comfort of the neighborhood or which creates a public nuisance is prohibited.

4. **In no case may the maximum occupancy under the state building and fire safety codes be exceeded.**
5. All garbage, rubbish and/or recyclables shall be stored and placed by the curb on designated removal days consistent with the Town Code and shall not be left stored in public view unless contained within proper containers.
6. No trailers, recreation vehicles, campers, caravans or motor homes to be used as a short-term rental on property less than 20 acres and requires Site Planning Approval from the Planning Board.
7. The Building Inspector has the right to determine if and when the property would require fencing or privacy landscaping.

§77A-6. Registration of Short-Term Rental Properties.

- (A) It shall be a violation of this Chapter to offer or engage in short-term rentals unless the rental property has been registered with, and rental permit is obtained from, the Town of Chester Building Department as provided in this section within 30 days of the effective date of this chapter.
- (B) The registration of short-term rental property shall be accomplished by submitting a completed registration application on a form promulgated by the Town Building Department in accordance with the provisions of this section. Such form shall contain a minimum of the following information:
 1. The name, address, telephone number and email address of the record owner of the property and any designated resident agency they may designate;
 2. The street address and Tax Map Number of the rental property;
 3. The total number of bedrooms in the rental property.
 4. Applicable overnight and daytime occupancy limit of the short-term rental;
 5. If the short-term rental property is not served by municipal water and sewer, proof shall be provided that the onsite utilities have been properly maintained and are in conformance with all applicable standards; and
 6. The permit application shall be accompanied by proof of liability insurance for the property with policy limits no less than \$1,000,000 per occurrence.

- (C) Upon submission of an application for as short-term rental permit, the property owner shall contact the Building Inspector to schedule an inspection and pay to the Town a permit fee, as prescribed in the Town's schedule of fees. The Building Inspector shall then conduct an inspection of the short-term rental property to determine whether it complies with the Town Code and all applicable New York State laws, rules, regulations, codes and ordinances, and to verify the occupancy limits of the structure.
- (D) Upon completion of an inspection of the short-term rental property and ascertaining that the property meets the Town Code's requirements, the Building Inspector shall issue a registration for the property as a short-term rental and the property will then be eligible to apply for as short-term rental permit.
- (E) Registration for short-term rentals shall remain in effect as long as there is no change in the record owner of the short-term rental property. Upon a change in ownership, the new owners of the short-term rental property shall be required to once again register it before offering it for short-term rentals.
- (F) In the event that the Building Inspector denies an application to register short-term rental property, the property owner may appeal the denial to the Town Board within thirty (30) days of issuance of notice of the denial to the property owner.
- (G) Short-term rental registration may not be transferred to any other person or property or used by anyone other than the person and property to whom it was issued.
- (H) In the event that there is any change in the information provided by a property owner in his application for a short-term rental registration, he/she shall advise the Town Building Department in writing of such change no later than forty-eight (48) hours after such occurrence. Failure to advise the Building Department of a change in the information provided by the property owner in his application shall constitute a violation of this chapter.

§77A-7. Short-Term Rental Permits.

- (A) Official notification for each instance a short-term rental property is rented must be made to the Town of Chester no less than 24 hours prior, and no more than 30 days prior to each use of the short-term rental property for as a short-term rental. Notification may be made via the Town's website on designated forms or can be made in person simultaneously with applications to register short-term rental property on a form promulgated by the Town of Chester Building Department.

- (B) The Building Inspector may deny an application for short-term rental permit if the application is incomplete or the property otherwise fails to meet the criteria for grant of a short-term rental permit.
- (C) Short-term rental permits and inspections must be renewed every year.

§77A-8. Suspension or Revocation of Short-Rental Rental Rights.

- (A) It is the responsibility of the property owner to comply with all terms and provisions of this Article and to ensure that short-term rental tenants, guests and invitees comply with this Article and the terms and conditions of the rental permit. Any failure of rental tenants, guests and invitees to comply with this Article and the terms and conditions of the short-term rental permit shall be attributed to the failure of the property owner to discharge his or her responsibility to ensure such compliance.
- (B) Upon receipt of a complaint or upon his/her own initiative, the Building Inspector may investigate any property for failure to comply with the terms of this Article.
- (C) If upon investigation, the Building Inspector determines that a violation of this chapter and/or of the terms and conditions of a short-term rental permit has occurred on the rental property, he/she shall issue a written notice of the violation of the property owner and shall provide a copy of the same to the Town Board.
- (D) The Building Inspector may also issue a notice of suspension if it is determined any of the information contained within the permit application is false or if the short-term rental property is found at any time to be in violation of the NYS Building Code or other aspect of the Town Code.
- (E) Revocation and suspension notices shall be in writing shall identify the property shall specify the violation or remedial action to be taken and shall provide that said violation must be corrected within 10 days from the receipt of said violations unless otherwise extended by the Building Inspector. The property owner or resident agent shall take the remedial action prescribed or may file a written notice of appeal received by hand delivery or certified mail by the end of the identified period of remediation. The revocation or suspension of the short-term rental shall be stayed pending either a decision on the appeal by the Town Board or a finding by the Building Inspector that the remedial action is acceptable to correct the violation.

- (F) If more than two (2) violation notices are issued in any 12-month period, the property owner or Registered Agent will be suspended from receiving a permit for short-term rental for 6 months. There will be no deduction or refund of fees.
- (G) If property owner and/or agent continues to operate while under suspension, the Building Inspector has the right to automatically revoke the short-term rental permit and issue an appearance ticket.

§77A-9. Fees for Registration and Issuance of Permits.

The Town Board shall set such application and permit fees as it may find appropriate for short-term rentals by resolution and such fees shall be listed in the Town's Schedule of Fees.

§77A-10. Penalties for Offenses.

- (A) Violations of this Article will constitute a municipal violation and will be subject to applicable penalties under article. The penalties for violation of this Chapter shall be in addition to any penalties imposed for violations of other provisions of the Town Code and NYS Uniform Fire Prevention, Building Code and Energy Conservation Code.
- (B) Conviction of violation of the provisions of this article shall be punishable by fine of not more than \$500.00 per violation and \$750.00 per day for subsequent offenses.
- (C) The imposition of penalties herein prescribed shall not preclude the Town or any person from instituting appropriate legal action or proceeding to prevent unlawful short-term rental of a property in violation of this article, including, without limitation, civil actions for injunctive relief to immediately terminate any existing short-term rental occupancy of buildings, land or premises.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual,

DRAFT 6/1/2022

firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective Date.

This local law shall take effect immediately upon filing with the Secretary of State.

RECEIVED

JUN 28 2022

Town of Warwick
Town Clerk

TOWNSHIP OF VERNON

ORDINANCE #22-11

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING SECTION 330-160 ENTITLED "SCHEDULE OF PERMITTED, CONDITIONAL AND ACCESSORY USES AND STRUCTURES" TO PROHIBIT FARMLAND ASSESSMENTS ON PROPERTIES WHERE LEGAL CANNABIS IS CULTIVATED.

WHEREAS, on July 26, 2021, the Township Council of the Township of Vernon ("Township Council") passed ordinance No. 21-16 which authorized cannabis cultivation, cannabis delivery, cannabis manufacturing, cannabis wholesaling, and cannabis distribution in the Township of Vernon ("Township")

WHEREAS, on September 13, 2021, the Township Council passed ordinance No. 21-25 to permit retail sales of legalized cannabis.

~~**WHEREAS**, upon further review, a determination has been made that there is a need to update the Township's legal cannabis regulations to comply with current requirements prohibiting farmland assessments on property where legal cannabis is cultivated.~~

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, as follows:

SECTION 1

§ 330-160 "Schedule of Permitted, Conditional and Accessory Uses and Structures" and "SCHEDULE A Permitted, Conditional and Accessory Uses and Structures" shall be amended and revised as follows:

No more than three of each of the following uses shall be permitted in the Light Industrial Zone: Cannabis Cultivator, Cannabis Delivery, Cannabis Manufacturer, Cannabis Wholesaler, and Cannabis Distributor. Additionally, no more than three Cannabis Cultivators shall be permitted in the McAfee Village Mixed Use Zone, on R-2 Zone properties with a minimum of 6 acres located west of County Road 517, and on R-1 Zone properties with a minimum of 6 acres located on the northbound side of County Road 517.

SECTION 2

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity of constitutionality of any other sections or parts thereof.

SECTION 3

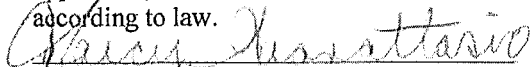
Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

SECTION 4

This Ordinance shall take effect upon final passage and publication as provided by law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on June 13, 2022 and the same came up for final passage and was adopted at the Regular Meeting of the Township Council held on June 27, 2022 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.


Marcy Gianattasio, Clerk


Howard Burrell, Mayor

Township of Vernon

INTRODUCED: June 13, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.			X			
Furrey, M.	X		X			
Lynch, B.			X			
Shortway, H.		X	X			
Rizzuto, P.			X			

ADOPTED: June 27, 2022

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.				X		
Furrey, M.		X	X			
Lynch, B.	X		X			
Shortway, H.			X			
Rizzuto, P.				X		

RECEIVED

JUN 27 2022

Town of Warwick
Town Clerk

New Jersey Herald
P.O. Box 10
Newton, NJ 07860
973-383-1500

**NOTICE OF HEARING
VERNON TOWNSHIP LAND USE BOARD
COUNTY OF SUSSEX, NEW JERSEY**

PLEASE TAKE NOTICE that the undersigned has made application to the Vernon Township Land Use Board for the property known as Block 14, Lot 28, located at 24 Pochuck Mountain Drive, in the R-1 zone, as follows: front yard set back variance for a single family home where 75 feet is required, but 25.9 feet is proposed; and any other variances that the Land Use Board deems necessary.

In addition, Applicant will request such variances, waivers, permits, approvals or licenses that are deemed necessary or appropriate by the Applicant or the Land Use Board.

This application is now on the calendar for the Vernon Land Use Board and a public hearing has been set for Wednesday, July 13th, at the Vernon Municipal Building, 21 Church Street, Vernon, New Jersey 07462, at 7:00 p.m. When the case is called you may appear, either in person or by attorney and present any evidence which you may have regarding the application. The matter will be heard on that above date or any adjourned date designated by the Land Use Board at this public meeting without additional notice. The maps, plans, plats and application for which approval is sought are on file in the Planning and Zoning Office of the Vernon Township Municipal Building and are available for inspection at the Municipal Building during the hours of 8:30 a.m. to 4:00 p.m. Monday through Friday. This notice is pursuant to the rules of procedure of the Vernon Land Use Board.

Name John Kelly and Joseph Grieco

Address 2417 Sterling Boulevard

Englewood, NJ 07631

Note to Newspaper: Please forward a copy of the Affidavit of Publication to Applicant.



Gran Fondo National Series
217 N Stratton Street
Gettysburg, PA 17325
765-347-BIKE

RECEIVED

JUN 21 2022

Town of Warwick
Town Clerk

JUN 21 2022

Dear Eileen,

From all of us at the Gran Fondo National Series we would like to thank you for your contribution to making the 10th annual Highlands Gran Fondo, held on June 5th, a great event!

We sold out our registration for the second year in a row and once again received positive feedback from participants regarding the route and local services. We look forward to working with all of you to continue growing and enhancing this annual event. Please pass our gratitude on to all those in your organization who helped make this event a success.

The Series strives to make a difference in the community by partnering with local and regional community groups. We are proud to made donations to various organizations, specifically to Boy Scouts of America Troop #49 who expose the areas youth to health recreational activities and assist at event aid station.

Gran Fondo National Series is dedicated to continuing our initiative to continue developing this nationally recognized cycling event. Please mark your calendar and save the date of Sunday, June 4, 2023, for the annual Highlands Gran Fondo.

Please contact us with your thoughts and improvement ideas. We strive to improve in any way possible, and your feedback is highly encouraged. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Reuben Kline", written in a cursive style.

Reuben Kline
Gran Fondo National Series
www.GranFondoNationalSeries.com



Saturday, July 16, 10 AM-2:00 PM

Senior Center, Town Hall Complex, 132 Kings Hwy, Warwick

Bring Your BELOVED BUT BROKEN Items

***FIX Them for FREE With Our Repair Coaches**

***Lamp & Bike Part Available at our cost**

Mechanical & Electrical

Quick Repairs & Consultations

Laptops, Tablets, Cell Phones

Bikes, Jewelry, Wooden Things

Clothing, Home Textiles, Soft Toys

Knife & Tool Sharpening

Limit TWO Items Per Person!

Adult-Supervised Kids-Take-Apart-Table

Pls. Bring a Food Pantry Donation - Box or Can Only

Tel. 845-741-3646 RepairCafeHV.org